



## **PROFESSIONAL SERVICES AGREEMENT**

(FEMA funding)

(Version 1-7-2025)

This AGREEMENT ("Agreement") is entered by and between **TFR Enterprises** ("Professional"), located at **601 Leander Drive, Leander, TX 78641** and the **City of League City** (the "City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

### **Terms:**

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Debris Management (RFP 22-024)**. Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (and B, if applicable), the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **August 24, 2025** and shall expire on **August 23, 2026**. City may terminate this Agreement immediately upon written notice to the Professional if: (a) Professional materially breaches any of its obligations under this Agreement and fails to remedy the breach within seven (7) days after receiving written notice from City, (b) Professional becomes insolvent, files for bankruptcy, or is subject to any similar legal proceeding. In the event of termination for cause, City shall not be required to pay any further compensation to Professional and shall be entitled to recover any damages caused by the breach or insolvency. City also reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$10,000,000.00** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional **is** required during the Contract Term to maintain insurance as set forth below: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per

occurrence and \$2,000,000 aggregate; (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the "Parties") agree that if Professional is late in performing any service designated as **Time Critical** on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional's delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional's delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm's length.

## 6. Remedies for Breach by Professional.

- 6.1. Breach of Contract by Professional. If the Professional violates or breaches any term, condition, or provision of this Agreement, the following remedies may be pursued by the non-breaching Party, as appropriate:

- 6.1.1. Administrative Remedies. In the event of a breach, City may impose administrative remedies, which may include but are not limited to: i. Suspension of Performance: City may suspend any or all of its obligations under this Agreement, including withholding payment or refusing to approve invoices, until the breach is remedied or resolved. ii. Corrective Action: City may require the Professional to take corrective actions, including repairing, replacing, or rectifying the work or services that do not conform to the terms of the Agreement, at the Professional's sole cost and expense. iii. Replacement of Professional Personnel: If the breach is related to the performance of the Professional's personnel, City may require the removal and replacement of the personnel involved in the breach at no cost to the non-breaching Party.

- 6.1.2. Contractual Remedies and Penalties. In the event of a breach by the Professional, City may invoke the following contractual remedies and penalties, as applicable: i. Liquidated Damages: The Professional agrees to pay liquidated damages as outlined in this Agreement, which shall apply if the Professional fails to meet the agreed deadlines,

performance standards, or other critical contractual obligations. The Parties agree that the liquidated damages are a reasonable estimation of the loss incurred due to such breach. ii. Termination for Default: In the event of a material breach that is not cured within seven (7) days of written notice, City may terminate this Agreement for default. Such termination shall be effective immediately upon the expiration of the cure period, and City shall be entitled to recover damages resulting from the breach. iii. Right to Offset: City may offset any amounts owed to the Professional under this Agreement by the amount of any penalties, costs, or damages incurred as a result of the Professional's breach.

6.1.3. Legal Remedies. In the event of a breach by the Professional, City reserves the right to pursue any legal remedies available under applicable law, including but not limited to: i. Claims for Damages: City may seek compensatory damages for any losses, costs, or expenses incurred as a result of the Professional's breach. ii. Injunctive Relief: City may seek injunctive relief to prevent or restrain the Professional from continuing its breach, including but not limited to orders for specific performance or a prohibition on further violations. iii. Legal Action: City may initiate legal proceedings, including but not limited to arbitration or litigation, to resolve the dispute and seek any remedies available under law.

6.2. Sanctions and Penalties. The Professional acknowledges that any violation of the terms and conditions of this Agreement may result in sanctions or penalties, including but not limited to: a. Disqualification from Future Work: The Professional may be disqualified from being awarded future contracts or work opportunities with the non-breaching Party, either temporarily or permanently, at the discretion of the non-breaching Party. b. Blacklist: If the breach involves fraudulent, unethical, or illegal conduct, the Professional may be placed on a blacklist, which may prevent the Professional from engaging in any future contractual relationships with City or its affiliates.

6.3. Cumulative Remedies. The remedies set forth in this section are cumulative and not exclusive. City may exercise any or all available remedies (administrative, contractual, or legal) in any order or combination, and the exercise of one remedy shall not preclude City from exercising others.

6.4. Notice of Breach. City shall provide written notice to the Professional detailing the breach and specifying the applicable remedy or penalty. The Professional shall have seven (7) days from receipt of such notice to cure the breach, unless otherwise specified.

7. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
8. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-

hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional's behalf Professional's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.

9. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional's possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.
10. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
11. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
12. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.



13. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
14. **INDEMNIFICATION: PROFESSIONAL SHALL INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL OR THE PROFESSIONAL'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL. HOWEVER, PROFESSIONAL SHALL NOT BE REQUIRED TO DEFEND THE CITY AGAINST CLAIMS BASED WHOLLY OR PARTLY ON THE NEGLIGENCE, FAULT, OR BREACH OF CONTRACT BY THE CITY, THE CITY'S AGENT, THE CITY'S EMPLOYEE, OR OTHER ENTITY OVER WHICH THE CITY EXERCISES CONTROL.**
15. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
16. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
17. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
18. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency

(collectively, the “Auditor”), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.

19. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional’s claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
21. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
22. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
23. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
24. **Products and Materials Produced in Texas:** Professional should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
25. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional’s exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City’s acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional’s responsibility.
26. **Publicity:** Professional shall not use City’s name, logo or likeness in any press release, marketing materials or other public announcement without receiving City’s prior written approval.

27. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
28. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
29. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
30. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
31. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
32. **Equal Employment Opportunity:** During the performance of this contract, the Professional agrees as follows:
  - 32.1. Professional will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Professional 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. Professional 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.

- 32.2. Professional will, in all solicitations or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 32.3. Professional will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Professional's legal duty to furnish information.
- 32.4. Professional 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 Professional's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 32.5. Professional will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 32.6. Professional 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.
- 32.7. In the event of Professional'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 Professional 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 as 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.
- 32.8. Professional will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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. Professional 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 Professional becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Professional

may request the United States to enter into such litigation to protect the interests of the United States.

- 32.9. Professional agrees that it will be bound by the above Equal Opportunity Clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 32.10. Professional agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the Equal Opportunity Clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 32.11. Professional further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Professional agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
33. **Davis-Bacon Act:** If applicable but not federally required for procurements under FEMA's Public Assistance or Hazard Mitigation Assistance Programs and in addition to the requirements of this agreement, the Professional must do the following:
  - 33.1. Professional must comply with all requirements in 29 C.F.R. § 5.5(a)(1)-(11), which are incorporated into this Agreement by reference.
  - 33.2. Professional must place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The Professional must report all suspected or reported violations to the federal agency.
  - 33.3. Contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the Professional may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- 33.4. Per Department of Labor's implementing regulations for the Davis-Bacon Act, the Professional's contractors and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(11) into any subcontracts.
- 33.5. Professional must follow the other requirements of the Davis-Bacon Act and implementing regulations. If applicable per this section described above, the Professional must include provisions at 29 C.F.R. § 5.5(a)(1)-(11) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.
34. **Copeland "Anti-Kickback" Act:** If applicable for all prime construction contracts above \$2,000 when the Davis-Bacon Act also applies, the Professional must do the following:
- 34.1. Professional shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- 34.2. Professional shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Professional shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- 34.3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- 34.4. Professional must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the Copeland "Anti-Kickback" Act and the Davis-Bacon Act.
35. **Compliance with the Contract Work Hours and Safety Standards Act:** This section is If applicable for all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work; not including the purchase of supplies, materials, or articles ordinarily available on the open market, contracts for transportation or transmission of intelligence.
- 35.1. Overtime requirements: No Professional 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.
- 35.2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section Professional and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Professional 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$32 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 (a) of this section.

35.3. Withholding for unpaid wages and liquidated damages.

35.3.1. Withholding Process. The applicable federal agency or grant recipient 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 the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Professional or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this contract, any other federal contract with the same Professional, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same Professional. The necessary funds may be withheld from the Professional under this contract, any other federal contract with the same Professional, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same Professional, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Professional's liability for which the funds were withheld.

35.3.2. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- 35.3.2.1. Professional's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- 35.3.2.2. A contracting agency for its procurement costs;
- 35.3.2.3. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of the Professional, or Professional's bankruptcy estate;
- 35.3.2.4. A Professional's assignee(s);
- 35.3.2.5. A Professional's successor(s); or
- 35.3.2.6. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

35.4. Subcontracts: Professional or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (e) of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Professional shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (e) of this section." In the event of any violations of these clauses, Professional, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

35.5. Anti-Retaliation: It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- 35.5.1. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act or its implementing regulations in this part;
- 35.5.2. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under Contract Work Hours and Safety Standards Act or this section;
- 35.5.3. Cooperating in any investigation or other compliance action, or testifying in any proceeding under Contract Work Hours and Safety Standards Act or this section; or
- 35.5.4. Informing any other person about their rights under the Contract Work Hours and Safety Standards Act or this section.

35.6. Professional must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

35.7. Records to be maintained under this provision must be made available by the Professional or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job."

### **36. Rights to Inventions**

36.1. Applicability. This provision applies only if the FEMA award meets the definition of "funding agreement" and the recipient or subrecipient enters any contract involving substitution of parties, assignment, or performance of experimental, developmental, or research work under that funding agreement, then the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

36.2. Definitions

36.2.1. "Subject Invention" means any invention of the Professional conceived or first actually reduced to practice in the performance of work under this contract.

36.2.2. "Professional" means the party to this contract who is performing the work.

36.3. Professional shall disclose each Subject Invention to the Federal Agency within two months after the inventor discloses it in writing to Professional personnel responsible for patent matters.

36.4. Professional shall elect in writing whether or not to retain title to any such invention by notifying the Federal Agency within two years of disclosure. However, in any case where publication, on sale, or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.

36.5. Professional shall file its initial patent application on a Subject Invention within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. Professional shall file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months



from the date permission is granted by the Commissioner for Patents to file foreign patent applications when such filing has been prohibited by a Secrecy Order.

- 36.6. The Federal Agency shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Subject Invention throughout the world.
  - 36.7. The Federal Agency has the right to require Professional to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if Professional refuses such a request, to grant such a license itself if the Federal Agency determines that such action is necessary because Professional has not taken effective steps to achieve practical application of the Subject Invention.
  - 36.8. Professional agrees that any products embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States, unless a waiver is granted by the Federal Agency.
37. **Clean Air Act:** For Contracts and subcontracts greater than \$150, Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
38. **Federal Water Pollution Control Act:** Professional agrees: 1) to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., 2) to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the appropriate state agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office and 3) to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
39. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Professional is required to verify that none of Professional's employees, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 39.1. Professional must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 39.2. This This certification is a material representation of fact relied upon by the City. If it is later determined that Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 39.3. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period

of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**40. Byrd Anti-Lobbying Amendment:**

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

40.2. If applicable, Professional must sign and submit the following certification to the City with each bid or offer exceeding \$100,00: Appendix A, 44 C.F.R. Part 18 - Certification regarding lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements).

40.2.1. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and (4) 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

40.2.2. At the end of the certification language, the following language must be used: "The Professional, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Professional understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any."

**41. Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

- 41.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause-
- 41.2. Prohibitions.
  - 41.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 41.2.2. Unless an exception in paragraph (c) of this clause applies, Professional and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - 41.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - 41.2.2.2. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - 41.2.2.3. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - 41.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- 41.3. Exceptions.
  - 41.3.1. This clause does not prohibit Professional and its subcontractors from providing-
    - 41.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - 41.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - 41.3.2. By necessary implication and regulation, the prohibitions also do not apply to:
    - 41.3.2.1. Covered telecommunications equipment or services that:
      - 41.3.2.1.1. Are not used as a substantial or essential component of any system; and
      - 41.3.2.1.2. Are not used as critical technology of any system.
    - 41.3.2.2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- 41.4. Reporting requirement.
  - 41.4.1. In the event Professional identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Professional is notified of such by a subcontractor at any tier or by any other source, Professional shall report the information in paragraph (d)(2) of this clause to the City, unless elsewhere in this contract are established procedures for reporting the information.

41.4.2. Professional shall report the following information pursuant to paragraph (d)(1) of this clause:

41.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

41.4.2.2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

42. **Domestic Preference for Procurement:** Professional should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

43. **Build America, Buy America Act (BABAA):** Professional and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Professional and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Professional and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA. For FEMA financial assistance programs subject to BABAA, Professionals must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

"The undersigned certifies, to the best of their knowledge and belief, that:  
The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1.All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3.All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The (insert name of contractor or subcontractor), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (insert name of contractor or subcontractor) understands and agrees that the provisions of 31U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.”

\_\_\_\_\_  
Signature of (insert name of contractor or subcontractor) Authorized Official

\_\_\_\_\_  
Name and Title of (insert name of contractor or subcontractor) Authorized Official

\_\_\_\_\_  
Date

44. **Procurement of Recovered Materials:** If applicable, Professional, in the performance of this contract, 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. Professional also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. Professional should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.
45. **Amendments:** Any changes, modifications, amendments, addenda, change orders, or constructive changes to this contract must meet the following criteria to be allowable under a FEMA grant or cooperative agreement award: the cost must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. The parties agree that changes to the method, price, or schedule of the work may be made without breaching the contract, provided that such changes are documented in writing and signed by both parties. Any changes must be supported by sufficient consideration and documented in a subsequent agreement signed by the party to be charged.
46. **Access to Records:** Professional agrees to provide the City, any Texas state agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Professional which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 46.1. Professional agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 46.2. Professional agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
- 46.3. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and Professional acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States
47. **DHS Seal, Logo, and Flags:** The City, Professional and its subcontractors must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
48. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
49. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.
50. **Program Fraud and False or Fraudulent Statements or Related Acts:** Professional acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Professional's actions pertaining to this contract.
51. **Socioeconomic Contracting:** Professional is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.
52. **License and Delivery of Works Subject to Copyright:** Professional grants to the City a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Professional will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Professional will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.
53. **Build America, Buy America Act Preference:** Professional and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance

funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

54. **Creating Good Jobs:** Pursuant to FEMA Information Bulletin No. 520, Professional will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, Professional commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. Professional acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.
55. **Buy Clean:** The City encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration
56. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Professional: (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

*(signature block on next page)*

**Executed on** \_\_\_\_\_. *(date to be filled in by City Secretary)*

**TFR ENTERPRISES - “Professional”**

DocuSigned by:  
  
FFA2934263C5464...

\_\_\_\_\_  
Tiffany Jean, Contract Manager

**CITY OF LEAGUE CITY – “City”**

\_\_\_\_\_  
John Baumgartner, City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney



**Exhibit A**

**Scope of Services/Description of Products/Payment Schedule**  
(190 pages, including this page)

Debris Management Vendor for RFP 22-024.  
This is the first of two optional twelve month renewals on an original 3 year contract.

See following pages for details.

**Exhibit B**


Not Applicable, Page Intentionally Left Blank

(Click or tap here to enter text. pages, including this page)



**Proposal Cover Sheet**

**Due Date: Wednesday, June 29, 2022, by 10:00 a.m.**

TFR Enterprises, Inc.			
Name of Firm/Company			
Tipton F. Rowland		CEO	
Agent's Name (Please Print)		Agent's Title	
601 Leander Drive	Leander	Texas	78641
Mailing Address	City	State	Zip
(512) 260-3322		tiffany@tfrinc.com	
Telephone Number		Email Address	
		6/27/2022	
Authorized Signature		Date	

**Proposal Submission Checklist**

Proposal submission package shall consist of the following:

- ☒ Proposal Cover Sheet
- ☒ Proposal (If hard copy submitted: one marked original, one marked copy and a flash drive)
- ☒ Cost Proposal Sheet
- ☒ Public Information Act Form
- ☒ Conflict of Interest Questionnaire (if required)

**Proposal Certification and Addenda Acknowledgement**

Proposer must initial next to each addendum received to verify receipt:

Addendum #1 6/24/2022 Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_  
 Addendum #4 \_\_\_\_\_ Addendum #5 \_\_\_\_\_ Addendum #6 \_\_\_\_\_

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## Letter of Introduction

June 29, 2022

City of League City  
Purchasing Department  
144 Park Avenue  
Suite 100  
League City, Texas 77573

RE: 22-024 Debris Management Services

To Whom It May Concern,

The TFR family wishes you the best in your selection of a Disaster Recovery Contractor. We understand that the selection of an emergency contractor is a major decision, and we genuinely appreciate you considering TFR Enterprises. We comprehend and are undaunted by the challenges you may face, as we have been through the process and recovery with over 350 clients who have been impacted by devastating events. TFR Enterprises, Inc. is a national disaster and debris management corporation based in Leander, Texas. With over 32 years of disaster recovery experience, **TFR has collected and processed over 35,000,000 cubic yards of debris.** TFR is prepared, equipped, and ready to provide you with a turnkey, expedited, cost-effective emergency response solution.

No job or disaster is too large for TFR to handle. Our experience speaks of itself. **In 2020, TFR managed 10,361,000 cubic yards of debris serving 57 cities, counties, parishes, and state agencies in Iowa, Louisiana, Mississippi, Alabama, Texas, and Oklahoma.** In response to the crippling 2017 hurricane season, TFR managed 26 simultaneous contract activations that spanned Texas, Florida, California, and Puerto Rico. With a subcontractor database of more than 1,000 and a fleet of owned equipment, TFR Enterprises is prepared to tackle your greatest challenges.

Debris clearing, removal, and processing are only the initial phase of your recovery efforts. Many ancillary tasks must be undertaken for you and your citizens to get back to life as it was before the storm. TFR has extensive experience in all this work, including land clearing, stream and river clearing and diversion, tree removal, trimming and pruning on parks, golf courses and rights-of-way, tree repair and maintenance, debris recycling, tub grinding, hauling, and demolition.

TFR owns over 200 pieces of equipment, including a fleet of self-loading debris hauling trucks, rubber-tired/tracked loaders, heavy-haulers, excavators, dozers, field offices, and eight (8) Diamond-Z Model 1463 Tub Grinders for vegetative debris reduction (grinding). Not only is this equipment uncommitted on current long-term contracts, but all of it is equipment that is primarily designed for use in debris removal operations. This company-owned and controlled assets resource allows TFR to provide an expedient response.

At TFR, we know that projects of this scope can be of huge financial burden. Our staff is well trained in the FEMA reimbursement process, and we are ready to assist you throughout the entire reimbursement process. **ALL TFR'S CLIENTS HAVE RECEIVED 100% OF THE ELIGIBLE REIMBURSABLE AMOUNT.** Our financial strength allows us to help you get the project kicked off and funded while the reimbursement process begins.

Many firms within our industry can provide financial stability, past performance, and crews of subcontractors. TFR takes pride in having one of the industry's largest fleets of self-owned and maintained equipment. This fleet allows us to mobilize more expeditiously as well as perform multiple projects at a time.

TFR declares that this proposal is in all respects fair and in good faith without collusion or fraud and that the signor of the proposal has the authority to bind TFR Enterprises, Inc for contractual needs.

Once again, thank you for the opportunity to submit pricing for the Debris Management Services to the City of League City and its representatives. The authorized representatives for TFR Enterprises, Inc are as follows:

**Primary Contact for RFP:**

Tiffany Jean  
Contract Manager  
Office: (512) 260-3322  
Mobile: (512) 565-0710  
[tiffany@tfrinc.com](mailto:tiffany@tfrinc.com)

**Secondary Point of Contact:**

Victoria Balak  
Contract Administrator  
Office: (512) 260-3322  
Mobile: (512) 410-9166  
[victoria@tfrinc.com](mailto:victoria@tfrinc.com)

**Signature Authority:**

Tipton F. Rowland  
CEO/President  
Mobile: (281) 731-4398

Sincerely,



Tipton F. Rowland,  
CEO/President  
601 Leander Drive  
Leander, Texas 78641  
Office: 512-260-3322  
FEIN#: 72-1149862  
DUNS: 08-1346561

**Tab A. Qualifications and Experience**

Disasters are unpredictable. Disasters can vary in size, scope, and intensity. Yet given this inherent unpredictability, governments can take the necessary steps to ensure the safety and relief of their constituency.

At TFR, we address the needs of our clients long before the establishment of a relationship. Every project is different. Every state, county, or city, desires, and highlights different aspects of disaster relief and recovery that they deem MOST important. With this ever-changing landscape in mind, TFR continually stresses the proper due diligence and planning to fully comprehend the type of service that each client desires. We routinely review and scrutinize our operational and management plans to assure that we present the most practical, efficient structure to complete the project. TFR’s knowledgeable management team retains over 155 years of combined experience responding to hurricanes, floods, and other various disasters. Pre-planning allows TFR to respond to any project rapidly and efficiently in any location should the need arise.

**TFR Spotlight**

**TFR has collected more than 35,000,000cy of disaster debris and handled more than 65,000,000cy of disaster debris.**

What allows TFR to provide an expedient response? Pre-planning certainly encompasses a large portion of this service. In addition, TFR maintains a fleet of over two hundred (200+) pieces of company-owned equipment pre-positioned across the Southeastern United States. By staging equipment directly outside the impact zone, TFR can respond within hours to immediately begin emergency road clearance services to provide a vital lifeline for federal, state, and local emergency responders to assess damages. Furthermore, TFR can prep and construct a debris management site for immediate acceptance of storm-generated debris in less than 24 hours. Mobile Command Units can be deployed to enhance response and achieve greater coordination between parties to fully augment our operational capacity and aid the organization of relief efforts. Concurrently, project teams scour the impacted area to quantify debris, deduce an overall damage estimate, and adapt our preplan accordingly.

TFR prepares for economic instability in the immediate aftermath of natural or man-made disasters by maintaining strong relationships with suppliers and organizing resources for dispatch. Additionally, TFR owns the necessary equipment to house and feed personnel temporarily as the local business community reacts and rebounds from such a disaster. Other initial and vital supplies, such as fuel, parts trailers, welders, wood, and other necessities, are brought from the home office to certify that work stoppages shall not occur due to inadequate logistics. However, the backbone of our logistical support team is our maintenance crew. TFR would not be capable of providing the timely, cost-effective service that we do without the knowledge and experience our maintenance crew retains. With a dedicated warehouse at the home office to two (2) traveling equipment trailers, the TFR maintenance crew ensures that our equipment is functioning safely and efficiently with limited downtime. We strive to foresee any potential encumbrances and take the appropriate actions to safeguard against such occurrences.

Operationally, TFR manages on the principle of transparency. We always remain available to answer questions, address issues immediately, and submit reports on time. This is to the benefit of all parties involved, as this is a team effort to respond to a major disaster. As safety and contract responsibility are the utmost priorities to the principals and officers of TFR, it is the policy of management to see that its employees and subcontractors conduct themselves with integrity and courtesy in the performance of their duties. Following a disaster event, there is an urgency to remediate the damage and return to normalcy as

quickly as possible. The principals and officers of TFR firmly believe that this and price competitiveness can be achieved courteously and without sacrificing health, safety, and contract integrity.

Price is a large determinant of any decision an informed consumer discerns. TFR fully understands that providing the highest value-added service is sometimes not enough to, alone; secure a contract, as different clients desire different qualities in a personalized project. TFR can fulfill these needs by utilizing Company-owned equipment and manpower. These resources allow TFR to control costs subsequently discounting price without conceding overall quality and safety, which is a corporate must. Our mission is to provide our customers with the highest level of service at a fair and market competitive price.

### **History**

TFR Enterprises, Inc. is a Texas-based specialty contractor, first incorporated in 1989 in the State of Tennessee, actively participating in disaster recovery contracts nationwide since Hurricane Andrew in 1992. We have a history of safe, rapid, and professional service in the industry with federal, state, and local governments, providing expedient, cost-effective disaster debris management, removal, reduction, and cleanup services to over 350 satisfied clients, as well as numerous private industries funded by the Federal Emergency Management Agency (FEMA).

A family-owned and operated corporation headquartered in Leander, Texas, 20 miles outside Austin, Texas; TFR also owns and operates a tub-grinding division, responsible for vegetative debris reduction and recycling projects. Although disaster response remains our primary scope of business, TFR exploits natural adaptations and synergies to complement our current service offerings including land clearing, tree removal, trimming, and pruning on parks, golf courses and right-of-way, tree repair and maintenance, debris management, tub grinding, hauling and demolition.

TFR has completed more than 100 projects in Disaster Response in the last five (5) years. We have successfully performed on USACE projects, and many other federal, state, and local government projects. In the past, TFR has received multiple multi-million-dollar task orders from our clients spanning a large geographical area. By applying our resources and an efficient operational plan, we completed each designated task on time in compliance with FEMA guidelines.

When you hire TFR Enterprises, you get us, not a General Contractor with mostly subcontractors. We will arrive on time. We will self-perform all key elements of the project to ensure our end service and in some cases much of the entire delivery order with our equipment and personnel. We can bring our camps to house our project personnel until community establishments are staffed and operational again. Our service is disaster relief and recovery, which includes the economic impact our stay will have on the local economy. Our goal is to partner with the City of League City and its community to provide a full-service disaster relief and recovery effort.

### **Organizational Structure**

Our organization is designed to deliver proactive leadership to any area, while effectively managing all project risks and providing maximum responsiveness to our clients. We provide each client with a dedicated, proven team prepared to execute any debris management mission with the highest degree of quality, professionalism, and efficiency.

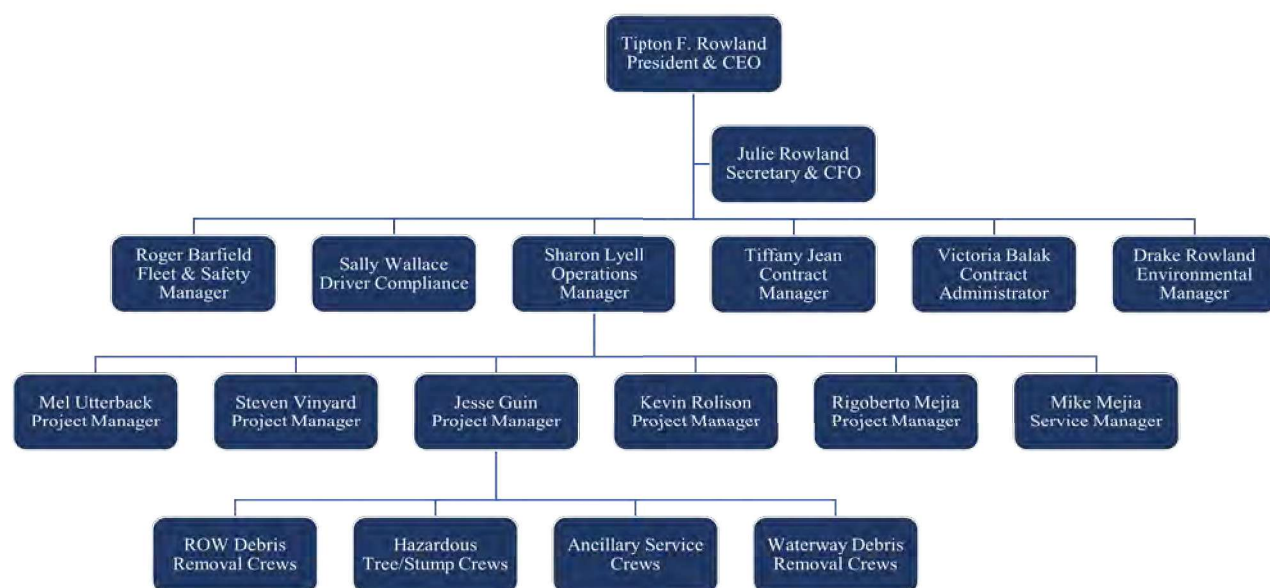
Our management approach, proven on more than 350 FEMA-funded disaster response activations, will be applied to this contract, and establish the roles and responsibilities for the debris mission's management team, as well as support personnel.



With a robust network of subcontractors and vendors and firsthand knowledge of their capabilities and performance in emergency response and debris management, we readily access the best performers to quickly support the demands we expect under this contract.

TFR's organizational structure minimizes the gap between the Operations Manager and the Project/Site Manager(s), depending on the size and scope of the response. We believe that by keeping the degree of separation between the management staff and field supervisors to a minimum, our entire team will be better connected and benefit from the increased level of communication.

Our essential employees have been chosen for their disaster recovery experience, leadership abilities, and debris expertise, as well as their ability to respond immediately to crises around the country.



### Equal Employment Opportunity Employer

TFR Enterprises, Inc. provides equal employment opportunities without regard to race, color, sex, religion, national origin, age, or disability. TFR Enterprises, Inc. conforms with all applicable federal and state laws, rules, guidelines, and regulations and provides equal employment opportunities in all employment and employee relations.

### Experienced Project Management

**Large Scale Events:** TFR demonstrated our capabilities to respond to large-scale events following Hurricane Laura in 2020. We were activated in 36 Parishes to provide hazardous tree removals, debris removal, reduction, and final disposal for state-owned rights-of-way. In total, we supplied more than 150 debris removal crews, and 100 tree crews, managed and closed out 30 debris management sites, and removed more than 2.4 million cubic yards of debris.

**Multiple Contract Activations:** 2020 proved to be a catastrophic storm season. TFR responded to contract activations within **57 jurisdictions throughout Iowa, Louisiana, Oklahoma, Alabama, Mississippi, and**

**Texas.** TFR managed 10.3 million cubic yards of debris, partnered with 74 subcontractors, certified more than 1,350 pieces of equipment, and remediated and closed out 67 debris management sites.

**Meeting Client's Needs:** In August of 2020, a severe weather event wreaked havoc on the state of Iowa. The Iowa Department of Homeland Security contracted TFR to grind and dispose of 1.6 million cubic yards of vegetative waste. "The professionalism, knowledge, understanding, and work ethic demonstrated by TFR Enterprises' employees is a compliment to your organization and is in keeping with the best standards of emergency response contractors everywhere," says Jordan Moser, Strategic Planner.

### Financial Capability

Since the company's incorporation in 1989, TFR has completed over 350+ federally funded debris removal contracts in its 32-year history. From a dedicated owner to experienced staff, TFR offers not only the knowledge to perform any size job, but also the financial flexibility to complete multiple large-scale projects simultaneously.

### Company Owned Equipment



TFR owns over 200 pieces of equipment, including debris-handling trucks, such as self-loaders, heavy-haulers, excavators, dozers, and numerous mobile command units. TFR also owns six (6) Diamond Z 1463 Tub Grinders and two (2) horizontal grinders to accommodate our client's debris reduction needs. With the industry's largest collection of tub grinders, TFR can rapidly and efficiently dispose of massive amounts of storm-generated debris.








### Subcontractors

In addition, to our extensive list of company-owned equipment, TFR maintains highly valued, working relationships with over one thousand (1000) subcontractors nationwide, who are versed in TFR project procedures and multiply the resources available to the project.

### Client Testimonials

Client	Testimonial
	<p>"We would like to commend TFR Enterprises for their responsiveness and diligence in removing vegetative debris following Hurricane Sally in September of 2020." <b>Gregory B. Smith, City Engineer (2020)</b></p>
	<p>"On behalf of the State of Iowa, I would like to thank TFR Enterprises for the exceptional debris removal service provided in the wake of the devastating severe weather event that impacted Iowa on August 10<sup>th</sup>, 2020. TFR's swift response and unwavering commitment to this mission has assisted Iowans, at every level, in returning to normal life in a time when the very definition of the word "normal" seems to be</p>

Client	Testimonial
	ever in doubt.” <b>Jordan Moser, Strategic Planner (2020)</b>
	<p>“We were very pleased with the rapid deployment of equipment and resources to start the clean-up process. The workers and equipment were both top-notch and were ready to work once their boots hit the ground in Citronelle.” <b>Jason T. Stringer, Mayor (2020)</b></p>
	<p>“In closing should the need arise again for debris removal services in Hancock County I hope TFR would be the one’s here to help” <b>Vic Johnson, Hancock County Road Manager (2020)</b></p>
	<p>“This Hurricane, and the devastation it left behind, will stick with me the rest of my life. I hope that we never experience another storm event with the same potential for destruction. However, if we do, the assurance knowing that TFR Enterprises is ready to provide their professional services gives us the confidence we need to weather another storm.” <b>Jeffrey Garrett, Maintenance Engineer, NCDOT (2018)</b></p>
	<p>“You and your team work tirelessly to achieve the mission laid out by ECC and MCAS Cherry Point. Your leadership and work ethic was much appreciated and valued.” <b>Craig Duncan, Cherry Point Program and Project Manager (2018)</b></p>
	<p>“T.F.R. Enterprises, Inc. performed extremely well in an emergency environment. T.F.R. responded within less than 48 hours to the Governments need for assistance hauling debris in the Santa Barbara County area, due to rains and flooding that occurred on January 8, 2018.” <b>Juan Martinez, Civil Engineer, United States Army Corps of Engineers (2018)</b></p>

## Qualifications of Key Personnel

### Experience and Qualifications of Key Personnel

TFR has assembled a team with a combined 150 years of experience in emergency debris removal, reduction, and management services. From Hurricane Andrew to the devastating effects of Hurricane Ida, TFR personnel have participated in relief efforts across the country, on different continents, and in varying debris capacities. As one of the most experienced project teams in the industry, agencies are contracting with a company deeply rooted in customer value, experience, and expediency. These principles, on which TFR is built, drive our current customer relationships and further the growth of the company.

### TFR's Management Team

Key Personnel	Contact Information	Worked Together	Industry Experience	Disaster Experience
<b>Sharon Lyell</b> Operations Manager	sharon@tfrinc.com (512) 576-3000		<b>15 Years</b>	     HURRICANE   TORNADO   FIRE   ICE / SNOW   FLOODING
<b>Tiffany Jean</b> Contract Manager	tiffany@tfrinc.com (512) 565-0710		<b>13 Years</b>	     HURRICANE   TORNADO   FIRE   ICE / SNOW   FLOODING
<b>Rigo Mejia</b> Site Manager	rigo@tfrinc.com (512) 779-7722		<b>13 Years</b>	     HURRICANE   TORNADO   FIRE   ICE / SNOW   FLOODING
<b>Kevin Rolison</b> Project Manager	kevin@tfrinc.com (512) 944-8766		<b>20 Years</b>	     HURRICANE   TORNADO   FIRE   ICE / SNOW   FLOODING
<b>Melvin Utterback</b> Project Manager	melvin@tfrinc.com (606) 776-9782		<b>18 Years</b>	     HURRICANE   TORNADO   FIRE   ICE / SNOW   FLOODING
<b>Steven Vinyard</b> Project Manager	steven@tfrinc.com (512) 619-1087		<b>7 years</b>	   HURRICANE   ICE / SNOW   FLOODING
<b>Roger Barfield</b> Safety Manager	roger@tfrinc.com (407) 868-0568		<b>6 Years</b>	    HURRICANE   TORNADO   ICE / SNOW   FLOODING

**Operations Manager:** The operations manager will supervise and direct all field operations for TFR. In addition to the execution of field operations, the operations manager will ensure full compliance with all corporate, municipal, state, and federal safety and environmental policies. Duties also include:

- Direct all project managers, site managers, and safety officers
- Assign company-owned and subcontractor resources to debris zones, ensuring that the equipment placed in each zone is the most efficient, depending upon the zone's geographic and demographic constitution
- Maximization of debris stream recycling if possible



**Snapshot of Certifications**

- ☑ **United States Army Corps of Engineers,**  
Construction Quality Management
- ☑ **United States Army Corps of Engineers,**  
30-Hour Construction Safety
- ☑ **United States Army Corps of Engineers,**  
Safety Level 2 Assessment
- ☑ **United States Army Corps of Engineers,**  
Debris Level Two
- ☑ **National Incident Management System**  
ICS-100,200,700,703,706,800
- ☑ **OSHA**  
40-Hour HAZWOPER

**Contract Manager:** The contract manager will be the ultimate liaison between the client and TFR for the entirety of the debris mission. The contract manager will be available 24 hours per day, 7 days per week, with redundant communication capabilities including cell phones, satellite phones, and email. His/her responsibilities will include:

- Primary client and consulting firm point of contact
- Receipt of client direction and development of a corporate strategy to best fulfill the client's needs.
- Communicate with operations manager regarding mobilizing resources
- Supervise and execute contract documents
- Ensure all corporate reports and deliverables are meeting the client's expectations

**Site Manager:** The site manager is responsible for all operations within their assigned debris management site, including:

- Safety compliance
- Environmental compliance and monitoring at the site
- Proper debris segregation and reduction
- Coordination of reduction and haul-out schedules

**Project Manager:** The project managers are primarily responsible for the day-to-day operations within the zone(s) to which they are assigned. The responsibilities of the project managers include:

- Ensure all operational processes within their debris zone are being executed to full compliance with the FEMA Debris Management Guide/Public Assistance Program and Policy Guide
- In conjunction with the safety officer, host daily instructional and safety meetings
- Serve as initial contact and point of resolution for any complaints
- Direct all debris crews to their assigned work zones
- Execution of daily reports, including the keeping of a daily log for activities within their zone
- Assignment of daily road schedules

**Safety Manager:** The safety manager has complete responsibility and authority over all safety issues at all levels of contract performance including the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health, and safety or threatens the protection of the environment. Includes documentation, daily reporting requirements, communication, and conducting onsite training and inspections. The safety manager is responsible for ensuring complete compliance with OSHA, USDOT, DOL, as well as all other applicable regulatory bodies.

Please see the enclosed resumes for more information on the qualifications of our management team and resource personnel.

**Tipton Rowland**  
**President/Chief Executive Officer**601 Leander Drive  
Leander, Texas 78641  
M: (281) 731-4398**Introduction**

Tipton Rowland founded TFR Enterprises, Inc. in 1989. A disaster services division was added in 1992 to include debris management following disasters such as hurricanes, floods, ice storms, tornados, and earthquakes. Projects that have been undertaken and completed under his supervision include Vegetative and C&D Debris Removal from Rights-of-Way and streams and canals, Temporary Debris Storage and Reduction Site (TDSRS) management, weed and brush control services, tree pruning, trimming and removal services, mulch and compost production services, vegetative debris incineration (Open Burn and Air Curtain), vegetative reduction by grinding, separation and recycling of C&D debris and demolition of residential structures. Mr. Rowland has overseen 250+ separate disaster response projects, which were federally funded by the Federal Emergency Management Agency (FEMA). By providing “hands-on” oversight as President and Chief Executive Officer of TFR Enterprises, Inc., he has successfully performed as a damage assessment evaluator, cost proposal estimator, project supervisor, safety, and compliance officer, and has assisted in interacting with local government officials in developing debris management policies in compliance with State and Federal (FEMA) reimbursement regulations.

**Recent Notable Events & Projects**

<b>Event</b>	<b>Project</b>	<b>Year</b>
Tornado	Fulton County, KY	2022
Winter Storm	Marion County, OR	2021
Ice Storm	Hidalgo County, TX	2021
Hurricane Ida	City of Bogalusa	2021
Hurricane Ida	Village of Folsom	2021
Hurricane Ida	Town of Madisonville	2021
Ice Storm	KYTC	2021
Ice Storm	City of Corpus Christi, TX	2021
Ice Storm	City of Oklahoma City, OK	2021
Ice Storm	City of Enid, OK	2020
Ice Storm	City of Blanchard, OK	2020
Hurricane Zeta	Hancock County, MS	2020
Ice Storm	City of Norman, OK	2020
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Laura	City of Eunice	2020
Hurricane Laura	City of Bastrop, LA	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	North Carolina DOT	2019
Hurricane Florence	North Carolina DOT	2018
Disaster Debris Management Projects		1992-2017

**Areas of Expertise**

- Director of Debris Management
- TDSR Site Locating
- Pricing of Proposals
- Negotiating Contract Terms
- Maintaining relationships with subcontractors, clients, suppliers, and vendors

**Julie Rowland**  
**Chief Financial Officer**[julier@tfrinc.com](mailto:julier@tfrinc.com)

601 Leander Drive

Leander, Texas 78641

M: (512) 751-9799

**Introduction**

Julie Rowland joined TFR Enterprises, Inc. in 1989 and came on board full time after graduating from the University of Memphis with a bachelor's degree. She has been involved in the overall well-being of the company since its formation. Julie has 30 years of experience in Debris Management Operations. She possesses the ability to effectively manage on-site and off-site project personnel and operations management. Julie monitors key metrics on projects and immediately acts to rectify any inefficiencies. Julie has strong relationships with customers, subcontractors, vendors, monitoring firms, and suppliers. Transparency and open communication are key to a successful emergency debris removal contract and that is Mrs. Rowland's approach. Her leadership and ability to work in fast-paced environments make her an important asset on disaster projects. Applying lessons learned from 30 years of involvement in hundreds of projects, she has put processes and procedures in place to ensure compliance and reduce or eliminate the possibility of deficiencies. Her experience in the management of debris removal operations is unparalleled in the industry.

**Recent Notable Events & Projects**

<b>Event</b>	<b>Project</b>	<b>Year</b>
Winter Strom	Marion County, OR	2021
Ice storm	Hidalgo County, TX	2021
Hurricane Ida	City of Bogalusa	2021
Hurricane Ida	Village of Folsom	2021
Hurricane Ida	Town of Madisonville	2021
Ice Storm	KYTC	2021
Ice Storm	City of Choctaw, OK	2021
Ice Storm	Oklahoma City, OK	2021
Derecho	City of Cedar Rapides, IA	2020
Hurricane Zeta	ALDOT	2020
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Sally	City of Robertsedale, AL	2020
Hurricane Laura	Louisiana DOT	2020
Texas Floods	Lee & Llano Counties, TX	2019
Texas Floods	TXDOT- Kingsland	2018
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Onslow County, North Carolina DOT	2018
Hurricane Irma	City of Plantation, FL	2017
Hurricane Irma	City of Homestead, FL	2017
Hurricane Maria	Puerto Rico, DTOP	2017
Hurricane Irma	Turnpike, Florida DOT	2017
Disaster Debris Management Projects		1992-2016

**Education/Certifications**

- Bachelor of Arts- Communications, University of Memphis
- FEMA IS: 035, 037, 100, 101, 700, Debris Management Planning for State, Tribal, and Local Officials
- GHC TS 10: Debris Management & Monitoring RFPs

**Drake Rowland**  
**Environmental Manager**[Draker@tfrinc.com](mailto:Draker@tfrinc.com)601 Leander Drive  
Leander, Texas 78641  
M: (512) 569-4605**Introduction**

Drake Rowland is the son of the owner Tipton Rowland. He has been working at TFR since he was in high school spending his summers assisting in any way possible. Drake has first-hand experience from the ground up with all aspects of TFR's work. From assisting our mechanics to running job sites Drake has seen it all. He also graduated from Texas A&M University in 2018 with his Bachelor's in Mechanical Engineering. Since then, he has worked full time at TFR as the Environmental Manager. In this role he has performed client outreach, ensured TFR compliance with all regulations, and other roles to help TFR run smoothly and grow as a company. Drake has extensive knowledge of the industry and knows what it takes to get the job done efficiently and correctly.

**Recent Notable Events & Projects**

<b>Event</b>	<b>Project</b>	<b>Year</b>
Texas Floods	Kingsland, Llano Co., Lee Co., TXDOT	2018
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Camp Lejeune, NC	2018
Hurricane Florence	Brunswick, Sampson, Duplin, Onslow, NCDOT	2018
Hurricane Harvey	Victoria, Nueces, and Harris Counties, TXDOT	2017
California Mudslide	San Bernardino, CA (USACE)	2017
Hurricane Irma	Miami-Dade, FL	2017
Hurricane Matthew	District 5, Florida DOT	2016
Louisiana Floods	District 03 & 61, Louisiana DOT	2016
Texas Floods	San Marcos & Wimberly, TX	2015

**Education/Certifications**

- Bachelor of Science-Mechanical Engineering, Texas A&M University
- FEMA IS 005, 100, and 200.
- USACE: Construction Quality Management for Contractors, #784
- OSHA 40-Hour HAZWOPER Training
- CPR Certified



**Kevin Rolison**  
**Project Manager**  
[Kevin@tfrinc.com](mailto:Kevin@tfrinc.com)  
 601 Leander Drive  
 Leander, Texas 78641  
 M: (512) 944-8766

### Introduction

Mr. Rolison joined TFR Enterprises, Inc. in 2002 and immediately began taking a very hands-on approach to debris removal operations. He started as a grapple truck operator and is now a seasoned Operations Manager. He has deployed to more than 80 emergency debris removal projects for federal, state, and local government entities. Before joining TFR, Kevin had 10 years of heavy equipment and commercial truck driving experience. In 2004, Mr. Rolison served as project manager on various projects resulting from Hurricanes Charley, Frances, Jeanne, and Ivan in the state of Florida. In 2005 after Hurricane Katrina, Kevin deployed to Louisiana and worked as a Project Manager for Belle Chase Military Base. In 2006, he deployed immediately to Texas after Hurricane Rita where he continued as a Project Manager, working simultaneously in 6 counties. His strong verbal and written communication skills, leadership skills, experience, and diplomacy quickly promoted him to project Operations Manager. Mr. Rolison's tenure enables him to easily estimate cubic yardage at a historically accurate level, create an operational plan and efficiently execute it for a successful response to complex and diverse debris removal projects caused by natural and manmade disasters.

### Recent Notable Events & Projects

Event	Project	Year
Ice Storm	KYTC	2021
Hurricane Laura	Louisiana DOT	2020
Maintenance Contract	Montague County, TXDOT	2020
Hurricane Isaias	City of Corpus Christi, TX	2020
Hurricane Dorian	Beaufort, NC	2019
Hurricane Florence	Duplin, Onslow, Pender, Sampson (NCDOT)	2018
Hurricane Irma	Florida DOT, District 5	2017
Hurricane Harvey	Victoria, TXDOT	2017
Hurricane Matthew	City of Port St. Lucie, FL	2016
Louisiana Floods	Louisiana DOT	2016
Texas Floods	Fort Bend County, TX	2015
Colorado Floods	Larimer County, CO	2014
Arkansas Ice Storm	Saline County, AR	2013
Disaster Debris Management Projects		2002-2012

### Education/Certifications

- FEMA IS: 020, 035, 230, 632, 633.
- DOT: 101 Safety Compliance Training, Supervisor Training
- FLDOT: Maintenance of Traffic (MOT) Advanced Course
- USACE: 30 Hour Construction Safety
- Texas: Registered Flagger
- Level 1 Antiterrorism Awareness Training
- Project Management Workshop
- 60/60 DOT Supervisor Training

**Melvin Utterback**  
**Project Manager**  
[Mel@tfrinc.com](mailto:Mel@tfrinc.com)  
 601 Leander Drive  
 Leander, Texas 78641  
 M: (606) 776-9782

### **Introduction**

Melvin Utterback became an integral part of the TFR Team in 2004 when he came on board to assist in the clean-up efforts following Hurricane Ivan. TFR was called upon for immediate support in debris removal and hazardous tree trimming at the Naval Air Station (NAS) Pensacola. Mel proved to be a capable self-loading grapple truck operator, as well as an excellent equipment operator with effective leadership skills. With the specialized skills and teamwork attitude that Mel possesses, he earned a swift promotion to Project Manager for TFR. After Katrina hit the Mississippi-Louisiana coast in 2005, Mel was called to the lead at Gulfport Navy Base and Belle Chase Naval Air station in New Orleans. Conditions at the bases were extremely primitive, Mel and his team slept on the ground for 6 weeks while building a man cap out of a golf course for the military and Seabees. Because of his accurate documentation, strict adherence to Job Safety Analysis, and Zero Defects, Mel is TFR's go-to Senior Project Manager for Federal Contracts and Military installations. Mr. Utterback can successfully lead debris management crews in all operations; debris hauling, ROW emergency push, hazardous tree work, large and multiple debris site management, and grinding operations to load and haul out and final disposal. Mel has successfully managed emergency debris projects for TFR for over 17 years and has had zero recordable injuries throughout his tenure with the company. Mr. Utterback's effective communication skills and experience with critical logistics planning continue to earn him excellent project evaluations from Emergency Debris Management contracts managed under his direction.

### **Recent Notable Events & Projects**

<b>Event</b>	<b>Project</b>	<b>Year</b>
Tornado	Fulton County, KY	2022
Winter Storm	Marion County, OR	2021
Ice Storm	KYTC	2021
Hurricane Zeta	Dallas County, ALDOT	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Carteret, Craven, Jones, Pamlico NCDOT	2019
Hurricane Dorian	Town of Beaufort, NC	2019
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Cherry Point Marine Air Base, NC	2018
Hurricane Florence	Camp Lejeune US Marine Air Base, NC	2018
Hurricane Irma	Plantation & Homestead, FL	2017
Hurricane Irma	Miami-Dade, FL	2017
Hurricane Matthew	District 5, FLDOT	2016
Severe Ice Storm	City of Tulsa, OK	2007
Hurricane Katrina	Gulfport, MS Naval Base	2005
Hurricane Katrina	New Orleans, LA Belle Chase	2005
Hurricane Ivan	Pensacola, FL Navy Base	2004

**Rigoberto Mejia****Site Manager**[Rigo@tfrinc.com](mailto:Rigo@tfrinc.com)

601 Leander Drive

Leander, Texas 78641

M: (512) 779-7722

**Introduction**

Mr. Mejia joined TFR Enterprises, Inc., in 2008 after Hurricane Ike made landfall in Texas. Rigo's on-site experience since joining TFR includes emergency debris operations responding to hurricanes, ice storms, floods, fires, tornados, and mudslides. With experience working in all phases of debris management such as hauling, grinding, equipment operations, tree trimming and removal, waterway debris removal, site set-up (permitting) and restoration, equipment repairs, managing personnel and subcontractors, and more. Well-versed in field and site operations, he has become a veteran operations planner. Rigo worked with USACE on LA Division Basin and Channel Debris Removal after the mudslides in 2017. Rigo attends pre-event readiness meetings with clients annually and assists with the creation of debris management plans as needed. When TFR is not on an active project, Rigo spends his time at Austin headquarters taking inventory and assessing equipment needs. He schedules maintenance and repairs, and orders necessary inventory of critical stock parts so that equipment can be immediately repaired to avoid downtime during a debris recovery project. He keeps open communication with subcontractors to retain critical relationships even while no contracts are active. He has responded to more than 28 federally declared disasters and has a vast knowledge of debris removal operations, equipment, and FEMA guidelines.

**Recent Notable Events & Projects**

<b>Event</b>	<b>Project</b>	<b>Year</b>
Winter Storm	Marion County, OR	2021
Ice Storm	Hidalgo County, TX	2021
Hurricane Ida	City of Bogalusa	2021
Hurricane Ida	Village of Folsom	2021
Hurricane Ida	Town of Madisonville	2021
Severe Weather Event	Texas Dept. of Transportation	2021
Derecho	City of Cedar Rapids, IA	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Beaufort, NC	2020
TX Floods	Kingsland, TXDOT	2018
California Mudslide	Santa Barbara, CA (USACE)	2018
Hurricane Maria	Puerto Rico DTOP	2017
Hurricane Irma	Miami-Dade County Parks & Recreation, FL	2017
Hurricane Irma	City of Homestead, FL	2017
Hurricane Matthew	City of Port St. Lucie, FL	2016
Hurricane Matthew	District 2, FLDOT	2016
TX Floods	Fort Bend County, TX	2016
Disaster Debris Management Projects		2008-2015

**Education/Certifications**

- FEMA IS 021, 035, 101.
- FLDOT: Maintenance of Traffic (MOT) Advanced Course
- OSHA: Occupations Safety and Health in Construction
- USACE: Construction Quality Management for Contractors #784

**Steven Vinyard**  
**Project Manager**  
[Steven@tfrinc.com](mailto:Steven@tfrinc.com)  
 601 Leander Drive  
 Leander, Texas 78641  
 M: (254) 396-2995

### Introduction

Steven Vinyard joined TFR Enterprises, Inc. in June of 2015 as a field supervisor and his enthusiasm for quality and efficiency quickly led him into the role of Project Manager for emergency debris management. Mr. Vinyard has more than 20 years of hands-on experience with all types of heavy equipment, specialized machinery, and commercial trucks. His experience in operating, repairing, and maintaining all types of equipment is invaluable in managing daily operations of emergency debris removal projects. Steven's positive attitude, willingness to help others, and clear communication skills naturally lead others to reach maximum potential in safety, production, and quality. Mr. Vinyard has participated in the successful management of more than 30 contract task orders responding to a variety of natural disasters such as hurricanes, floods, tornados, and straight-line winds. Mr. Vinyard's experience has allowed him to become proficient in FEMA guidelines on eligibility for the right of way debris removal, hazardous leaners and hangers, stumps, right of entry requirements for private property debris removal and waterway debris removal, exceptions for gated community access as well as locating, permitting, setting up and site remediation for temporary debris management sites.

### Recent Notable Events & Projects

Event	Project	Year
Ice Storm	Hidalgo County, TX	2021
Hurricane Ida	City of Bogalusa	2021
Hurricane Ida	Village of Folsom	2021
Hurricane Ida	Town of Madisonville	2021
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Carteret, Craven, Jones & Pamlico Counties, NCDOT	2020
Hurricane Michael	Donaldsonville, GA	2019
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Camp Lejeune & Cherry Point, NC Military Bases	2018
Texas Floods	Lee County, Texas DOT	2018
Hurricane Irma	Florida Turnpike, Florida DOT	2017
Hurricane Irma	City of Homestead, FL	2017
Hurricane Harvey	City of Port Aransas, TX	2017
Hurricane Harvey	Harris County, Victoria & Port Lavaca, TXDOT	2017
Hurricane Matthew	City of Raleigh, NC	2016
Hurricane Matthew	City of Port St. Lucie, FL	2016
Hurricane Matthew	District 5, Florida DOT	2016

### Education/Certifications

- FEMA IS 035, 037, 317, and 321.
- FLDOT: Temporary Traffic Control (TTC) Advanced Course
- USACE: Construction Quality Management for Contractors #784
- Level 1 Antiterrorism Awareness Training
- CPR Certified

**Juan (Mike) Mejia**  
**Service Manager**  
[Mike@tfrinc.com](mailto:Mike@tfrinc.com)  
 601 Leander Drive  
 Leander, Texas 78641  
 M: (512) 944-4327

### Introduction

Mike Mejia joined TFR Enterprises, Inc in 2008 after Hurricane Ike made landfall in Texas. Mr. Mejia has 12 years of experience performing equipment repairs and maintenance. The specialized fleet owned by TFR requires Mike to have an in-depth knowledge of every type of equipment from Self-Loading Knuckleboom trucks to Diamond Z 1463 Tub Grinders. Mike can design and fabricate any part for any machine in our fleet during emergency debris operations, ensuring minimal to no downtime. Mike leads the maintenance crews both on-site during disaster response and in-house at the TFR Headquarters where the fleet is maintained and repaired when not responding to disasters. Mike also orders all inventory of critical replacement parts for key components as well as shop supplies and specialty tools. He also sets the priorities and schedules of equipment repairs and maintenance for all in-house mechanics. Mike oversees safety and housekeeping in the TFR shop and has successfully managed zero injuries or incidents in the last 5 years.

### Recent Notable Events & Projects

Event	Project	Year
Ice Storm	KYTC	2021
Ice Storm	City of Corpus Christi	2021
Hurricane Zeta	Hancock County, MS	2020
Hurricane Laura	City of Beaumont, TX	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Dorian	Sampson County, North Carolina DOT	2019
Hurricane Florence	Columbus County, NC	2019
Texas Floods	Llano County, TX	2018
Texas Floods	Kingsland, Llano Co., Lee Co., Texas DOT	2018
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Harvey	Port Aransas, TX	2017
Hurricane Harvey	Victoria, Nueces, and Harris Counties, Texas DOT	2017
Hurricane Irma	Plantation & Homestead, FL	2017
Hurricane Irma	Miami-Dade, FL	2017
Hurricane Matthew	Port St. Lucie, FL	2016
Hurricane Matthew	District 5, Florida DOT	2016
Louisiana Floods	District 03 & 61, Louisiana DOT	2016
Texas Floods	San Marcos & Wimberly, TX	2015
Texas Floods	University of Texas – Wimberly	2015
Severe Ice Storm	City of Norman, OK	2014
Severe Storms & Flooding	Larimer County, CO	2013
Severe Storms & Flooding	Weld County, CO	2013
Severe Storms & Flooding	Longmont, CO	2013
Severe Storms & Flooding	Larimer County, CO	2013
Tornado	Oklahoma City, OK	2013
Tornado	Cleveland County, OK	2013
Wildfire	Bastrop County, TX	2011

**Roger Barfield**  
**Fleet Manager/Safety Manager**[Roger@tfrinc.com](mailto:Roger@tfrinc.com)

601 Leander Drive

Leander, Texas 78641

M: (407) 868-0568

**Introduction**

Mr. Barfield joined TFR Enterprises, Inc., in 2016 following successful employment for a Heavy Highway Construction Firm out of Texas. As a safety manager in civil construction, Roger gained valuable knowledge in all aspects of Occupational Health and Safety and Project Supervision. Roger was specifically tasked with implementing road detours, road closures, bridge closures, high traffic maintenance, and direction/diversion of traffic. This experience makes him the TFR expert on ROW safety. Mr. Barfield recruits, trains, and manages all maintenance of traffic crews for TFR Department of Transportation jobs nationwide as well as flaggers on city and county projects. Roger spent several months in deteriorated conditions in Puerto Rico in response to Hurricane Maria devastating the island. He was the safety manager for debris operations for the entire eastern quadrant of the island. His supervision led to a successful zero injury and zero-incident record for that project. Roger has also served as administrator and project supervisor on 4 military bases. His position on other storm recovery contracts includes quality assurance, safety, traffic maintenance, and project superintendent.

**Recent Notable Events & Projects**

<b>Event</b>	<b>Project</b>	<b>Year</b>
Tornado	Fulton County, KY	2022
Winter Storm	Marion County, OR	2021
Ice Storm	KYTC	2021
Disaster Debris Management Projects		2016-2020

**Education/Certifications**

- Florida Department of Transportation, Approved Temporary Traffic Control (TTC) Advanced Course
- FEMA IS: 010, 011, 035, 037, 100, 660, and 700.
- OSHAcademy, Safety Committee Member
- OSHAcademy, Safety Committee Chair
- OSHAcademy, Occupational Safety and Health Trainer (Train-the-Trainer)
- OSHAcademy, Occupational Safety, and Health Supervisor
- OSHAcademy, Occupational Safety, and Health Manager
- OSHAcademy, Occupational Safety and Health Specialist
- OSHAcademy, Occupational Safety, and Health Professional
- OSHAcademy, Construction Safety and Health Professional
- OSHAcademy, Construction Safety and Health Manager
- OSHAcademy, Construction Safety and Health Specialist
- OSHAcademy, Construction Site Safety Supervisor
- OSHA, 30-Hour General Industry Safety and Health
- USACE, Debris Level Tow
- USACE, 2017 Safety Level 2 Assessment
- NATMI, Motor Fleet Safety Basics
- NATMI, Managing Motor Fleet Safety Programs

**Sharon Lyell**  
**Operations Manager**  
[Sharon@tfrinc.com](mailto:Sharon@tfrinc.com)  
 601 Leander Drive  
 Leander, Texas 78641  
 M: (512) 576-3000

### Introduction

Sharon Lyell has 30 years of experience in successful project management and quality control. As TFR's Operations Manager, Mrs. Lyell is fully committed to the successful operations of all projects by ensuring safe and efficient productivity for every client. She has established detailed quality control procedures and measures for all aspects of performance which encompasses both office and field operations to ensure that key metrics are met or exceeded. She has successfully overseen field operations and administration of more than one hundred thirty projects during TFR's contract performance over the past 15 years, ensuring subcontractor conformity and project reimbursement documentation compliance for FEMA funding. She builds and maintains excellent working relationships with hundreds of qualified debris hauling and hazardous tree removal subcontractors nationwide. Sharon ensures that subcontractors are trained annually on TFR's procedures and FEMA eligibility, guidelines, and policies. Sharon has the authority to stop work for quality issues &/or non-compliance. Sharon has extensive training and experience in quality control, quality assurance, zero defects, and process improvements. This experience has proven invaluable in assuring full compliance with Public Assistance Program and Policies throughout Emergency Debris Removal Contract performance. Sharon continually reviews FEMA policies and stays abreast of changes to policies to ensure complete satisfaction and 100% of eligible funding for applicants.

### Recent Notable Events & Projects

Event	Project	Year
Tornado	Fulton County, KY	2022
Winter Storm	Marion County, OR	2021
Ice Storm	Hidalgo County, TX	2021
Hurricane Ida	City of Bogalusa	2021
Hurricane Ida	Village of Folsom	2021
Hurricane Ida	Town of Madisonville	2021
Ice Storm	KYTC	2021
Ice Storm	City of Oklahoma City, OK	2021
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Beta	City of Beaumont, TX	2020
Hurricane Laura	City of Eunice, LA	2020
Hurricane Laura	City of Bastrop, LA	2020
Hurricane Laura	Louisiana DOT	2020
Disaster Debris Management Projects		2006-2019

### Education/Certifications

- FEMA IS:037, Debris Management Planning for State, Tribal & Local Officials
- FEMA IS:037.19 Managerial Health & Safety
- USACE: Construction Quality Management for Contractors #784
- DOT: Required Safety Management Controls & Federal Motor Carrier Safety Admin Compliance
- Joint Chiefs of Staff - Level 1 Antiterrorism Awareness Training
- Project Management Workshop
- CPR Certified



**Tiffany Jean****Contract Manager**[Tiffany@tfrinc.com](mailto:Tiffany@tfrinc.com)

601 Leander Drive

Leander, Texas 78641

M: (512) 565-0710

**Introduction**

Tiffany Jean joined TFR Enterprises, Inc after graduating from Texas A&M University in 2007. She has more than 13 years of Contract Management experience where her attention to detail and responsiveness is extraordinary and her value within the organization is unparalleled. Mrs. Jean handles all contract documentation, and all city, county, and state registrations throughout the United States. Tiffany ensures field documentation on debris removal projects follows contract requirements and the Quality Control Plan for FEMA reimbursement. She stays abreast of FEMA changes in policy while maintaining excellent ongoing relationships with all TFR's clients. This experience has proven invaluable in complying with federal regulations required by Emergency Debris Removal contract performance and documentation to receive FEMA reimbursements.

**Recent Notable Events & Projects**

<b>Event</b>	<b>Project</b>	<b>Year</b>
Tornado	Fulton County, KY	2022
Winter Storm	Marion County, OR	2021
Hurricane Ida	Village of Folsom, LA	2021
Hurricane Ida	Town of Madisonville, LA	2021
Ice Storm	KYTC	2021
Ice Storm	City of Oklahoma City, OK	2021
Ice Storm	City of Choctaw, OK	2021
Ice Storm	City of Corpus Christi, TX	2021
Hurricane Zeta	Hancock County, MS	2020
Ice Storm	City of Enid, OK	2020
Ice Storm	City of Blanchard, OK	2020
Ice Storm	City of Norman, OK	2020
Derecho	Iowa Department of Homeland Security	2020
Hurricane Zeta	ALDOT	2020
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Sally	City of Robertsedale, AL	2020
Hurricane Laura	City of Eunice, LA	2020
Hurricane Laura	City of Bastrop, LA	2020
Hurricane Laura	Rapides Parish, LA	2020
Hurricane Laura	Louisiana DOT	2020
Emergency Debris Management Projects		2007-2019

**Education/Certifications**

- Bachelor of Arts- History, Texas A&M University
- FEMA IS: 001, 005, 035, 100, 200, 800, 906, 907, and 909.
- USACE: Construction Quality Management for Contractors, #784
- Project Management Workshop
- DOT Compliance Workshops: Audit Survival, Driver Qualification Files, Hours of Service, Maintenance Management, Accident Reporting, Supervisor Drug and Alcohol
- GHC TS 10: Debris Management
- CPR Certified



**Sally Wallace**  
**Human Resources/Driver Compliance**[sally@tfrinc.com](mailto:sally@tfrinc.com)

601 Leander Drive

Leander, Texas 78641

M: (512) 931-9031

**Introduction**

Sally Wallace joined TFR Enterprises, Inc. in February of 2018. She has over 20 years of experience in Accounting, HR, and Payroll serving as both a Full Charge Bookkeeper and Office Manager. She has experience in certified payroll for multiple jobs and has effectively handled an increase in employee count from 18 employees to 160 employees in less than two weeks when disasters strike. Sally also participates in continuing education classes to remain in compliance with DOT regulations for onboarding of CDL drivers and assists our fleet department and project management to ensure employee training and documentation of training is current.

**Notable Events & Projects**

<b>Event</b>	<b>Project</b>	<b>Year</b>
Hurricane Ida	City of Bogalusa, LA	2021
Hurricane Ida	Village of Folsom, LA	2021
Severe Weather	TXDOT- Kingsland	2021
Ice Storm	KYTC	2021
Ice Storm	City of Corpus Christi, TX	2021
Ice Storm	City of Oklahoma City, OK	2021
Ice Storm	City of Enid, OK	2020
Ice Storm	City of Blanchard, OK	2020
Hurricane Sally	City of Robertsedale, AL	2020
Hurricane Zeta	Hancock County, MS	2020
Ice Storm	City of Norman, OK	2020
Hurricane Zeta	City of Citronelle, AL	2020
Hurricane Zeta	Dallas County, Alabama DOT	2020
Hurricane Beta	City of Beaumont, TX	2020
Hurricane Laura	Rapides Parish, LA	2020
Hurricane Laura	City of Rustin, LA	2020
Hurricane Laura	Louisiana DOT	2020
Hurricane Harvey	City of Ingleside, TX	2019
Tropical Storm Imelda	City of Beaumont, TX	2019
Hurricane Dorian	Beaufort County, NC	2019
Hurricane Dorian	Duplin, Onslow, Pender, Sampson Counties, NCDOT	2019
ROW Trimming	Marshall, Texas DOT	2019
ROW Debris Removal	Bastrop, TX	2019
Hurricane Michael	Donaldsonville, TX	2019
Texas Floods	Llano County, TX	2018
Texas Floods	Kingsland, Llano Co., Lee Co., Texas DOT	2018
Hurricane Michael	Tyndall Air Force Base, FL	2018
Hurricane Florence	Camp Lejeune & Cherry Point, NC	2018
Hurricane Florence	Brunswick, Sampson, Duplin, Onslow, NCDOT	2018

**Education/Certifications**

- Bachelor of Management, University of Phoenix
- Mastering QuickBooks, Level 1
- CPR Certified

**Victoria Balak**  
**Contract Administrator**  
[victoria@tfrinc.com](mailto:victoria@tfrinc.com)  
601 Leander Drive  
Leander, Texas 78641  
M: (512) 410-9166

**Introduction**

Since joining TFR in 2021 Mrs. Balak has been responsible for all aspects of office personnel and communications. She is responsible for the oversight of bid and contract documentation and management and serves as the key administrative contact in the home office for project supervisors in need of additional resources in the field, such as equipment rental, fuel companies, sub-contractors, local temporary labor agencies, etc. Mrs. Balak also represents TFR Enterprises at national trade shows and conferences, exhibiting the company’s services and capabilities.

**Recent Notable Events & Projects**

Event	Project	Year
Tornado	Fulton County, KY	2022
Winter Storm	Marion County, OR	2021
Ice Storm	Hidalgo County, TX	2021
Hurricane Ida	City of Bogalusa, LA	2021
Hurricane Ida	Village of Folsom, LA	2021
Hurricane Ida	Town of Madisonville, LA	2021

**Education/Certifications**

- Bachelor of Science- Business Management, Oklahoma State University
- FEMA IS: 029, 061, 100, 200, 201, 235, 271 315, 700, 703, 706, 727, 1013, and 2200.

## Key Personnel Training and Certifications

IS-00001 Emergency Manager	IS-00005 Introduction to Hazardous Materials
Tiffany Jean	Tiffany Jean, Drake Rowland, Laura Moxley
	
IS-00010 Animals in Disasters: Awareness and Preparedness	IS-00011 Animals in Disasters: Community Planning
Roger Barfield	Roger Barfield
	
IS-00020 Diversity Awareness	IS-00021 Civil Rights & FEMA Disaster Assistance
Kevin Rolison	Rigoberto Mejia, Teresa Tangorra
	
IS-00029 Public Information Officer Awareness	IS-00035 FEMA Safety Orientation
Victoria Balak	Tiffany Jean, Julie Rowland, Steven Vinyard, Rigoberto Mejia, Kevin Rolison, Roger Barfield
	

<b>IS-00037 Managerial Safety &amp; Health</b>	<b>IS-00061 The Homeland Security Geospatial Concept of Operations In-Depth</b>
<b>Sharon Lyell, Julie Rowland, Steven Vinyard, Rigoberto Mejia, Roger Barfield</b>	<b>Victoria Balak</b>
	
<b>IS-00100 Introduction to Incident Command System</b>	<b>IS- 00101.2 Preparing for Federal Disaster Operations: FEMA</b>
<b>Tiffany Jean, Drake Rowland, Julie Rowland, Victoria Balak, Roger Barfield, Laura Moxley</b>	<b>Julie Rowland, Rigoberto Mejia</b>
	
<b>IS-00200 ICS for Single Resources &amp; Initial Action Incident</b>	<b>IS-00201 Forms Used for the Development of the Incident Action Plan</b>
<b>Tiffany Jean, Drake Rowland, Victoria Balak</b>	<b>Victoria Balak</b>
	
<b>IS-00230 Fundamentals of Emergency Management</b>	<b>IS-00271 Anticipating Hazardous Weather &amp; Community Risk</b>
<b>Kevin Rolison</b>	<b>Victoria Balak</b>
	

<b>IS-00317 Introduction to CERT</b>	<b>IS-00321 Hurricane Mitigation Basics for Mitigation Staff</b>
<b>Steven Vinyard</b>	<b>Steven Vinyard</b>
	
<b>IS-00632 Introduction to Debris Operations</b>	<b>IS-00633 Debris Management Plan Development</b>
<b>Kevin Rolison</b>	<b>Kevin Rolison</b>
	
<b>IS-00660 Introduction to Public-Private Partnerships</b>	<b>IS-00700 An Introduction to the National Response Partners Incident Management System</b>
<b>Roger Barfield</b>	<b>Julie Rowland, Roger Barfield, Laura Moxley, Victoria Balak</b>
	
<b>IS-00703 NIMS Resource Management</b>	<b>IS-00706 NIMS Intrastate Mutual Aid as an Introduction</b>
<b>Victoria Balak</b>	<b>Victoria Balak</b>
	

<b>IS-00727 Floodplain Management &amp; Protection of Woodlands</b>	<b>IS-00800 National Response Framework, An Introduction</b>
<b>Victoria Balak</b>	<b>Tiffany Jean</b>
	
<b>IS-00906 Basic Workplace Security Awareness</b>	<b>IS-00907 Active Shooter: What You Can Do</b>
<b>Tiffany Jean</b>	<b>Tiffany Jean</b>
	
<b>IS-00909 Community Preparedness</b>	<b>IS-01000 Public Assistance Program and Eligibility</b>
<b>Tiffany Jean</b>	<b>Teresa Tangorra</b>
	
<b>IS-01013 Costing – Estimates &amp; the Cost Estimating Format</b>	<b>IS-02200 Basic Emergency Operations Center Functions</b>
<b>Victoria Balak</b>	<b>Victoria Balak</b>
	











<b>Debris Management Planning for State, Tribal &amp; Local Officials</b>	<b>DOT Compliance: Overview and Audit Survival</b>
<b>Sharon Lyell, Julie Rowland</b>	<b>Tiffany Jean</b>
	
<b>DOT Compliance: Driver Qualification File Workshop</b>	<b>DOT Compliance: Supervisor Drug and Alcohol Training</b>
<b>Tiffany Jean</b>	<b>Tiffany Jean</b>
	
<b>DOT Compliance: Maintenance Management Workshop</b>	<b>DOT Compliance: Accident Reporting, Countermeasures, and Investigation Train the Trainer Workshop</b>
<b>Tiffany Jean</b>	<b>Tiffany Jean</b>
	
<b>DOT Compliance: Hours of Service Workshop</b>	<b>Development of DOT: Required Safety Management Controls and Federal Motor Carrier Safety Administration Compliance</b>
<b>Tiffany Jean</b>	<b>Sharon Lyell</b>
	

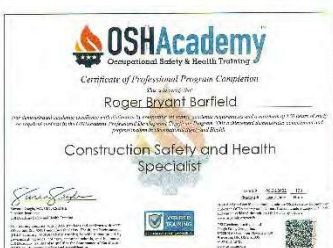

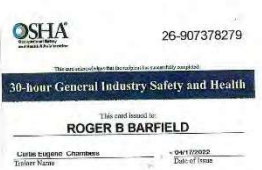
Bill Judge 60/60 DOT Supervisor Training	DOT 101 Safety Compliance Training
Kevin Rolison	Kevin Rolison
	
FLDOT: Maintenance of Traffic (MOT) Advanced Course	FLDOT: Temporary Traffic Control (TTC) Advanced Course
Rigoberto Mejia, Kevin Rolison	Roger Barfield, Steven Vinyard
	
Governor's Hurricane Conference: TS10. Debris Management	Governor's Hurricane Conference: TS12. Evaluating Debris Management and Monitoring RFP's
Tiffany Jean	Julie Rowland
	
Level 1 Antiterrorism Awareness Training	OSHA – HAZWOPER
Sharon Lyell, Rigoberto Mejia, Kevin Rolison, Steven Vinyard	Drake Rowland
	




OSHA - Occupations Safety and Health in Construction	OSHA - Construction Safety and Health
Rigoberto Mejia	Gerard Bravo
	
OSHA - #502 Update for Construction Industry Outreach Trainers	OSHA - #500 Trainer Course in OSHA Standards for the Construction Industry
Gerard Bravo	Gerard Bravo
	
OSHA - #510 Occupational Safety and Health Standards for the Construction Industry	Registered Flagger – Texas
Gerard Bravo	Kevin Rolison
	
Project Management Workshop	USACE: Construction Quality Management for Contractors- #784
Tiffany Jean, Sharon Lyell, Kevin Rolison	Tiffany Jean, Sharon Lyell, Rigoberto Mejia, Drake Rowland, Steven Vinyard
	

<b>USACE: Construction Safety</b>	<b>Texas Mutual Insurance: Award of Safety Excellence 2019</b>
<b>Kevin Rolison</b>	<b>TFR Enterprises, Inc.</b>
	
<b>American Trauma Event Management - CPR, AED &amp; First Aid Training</b>	<b>ATSSA Certified Flagger</b>
<b>Sharon Lyell, Teresa Tangorra, Tiffany Jean, Steven Vinyard, Arturo Campos, Sally Wallace, Drake Rowland</b>	<b>Arturo Campos</b>
	
<b>IS-00315 CERT and the Incident Command System</b>	<b>IS-00235.c Emergency Planning</b>
<b>Victoria Balak</b>	<b>Victoria Balak</b>
	
<b>Certificate of Completion – Debris Level Two</b>	<b>Certificate of Completion – 2017 Safety Level 2 Assessment</b>
<b>Roger Barfield</b>	<b>Roger Barfield</b>
	

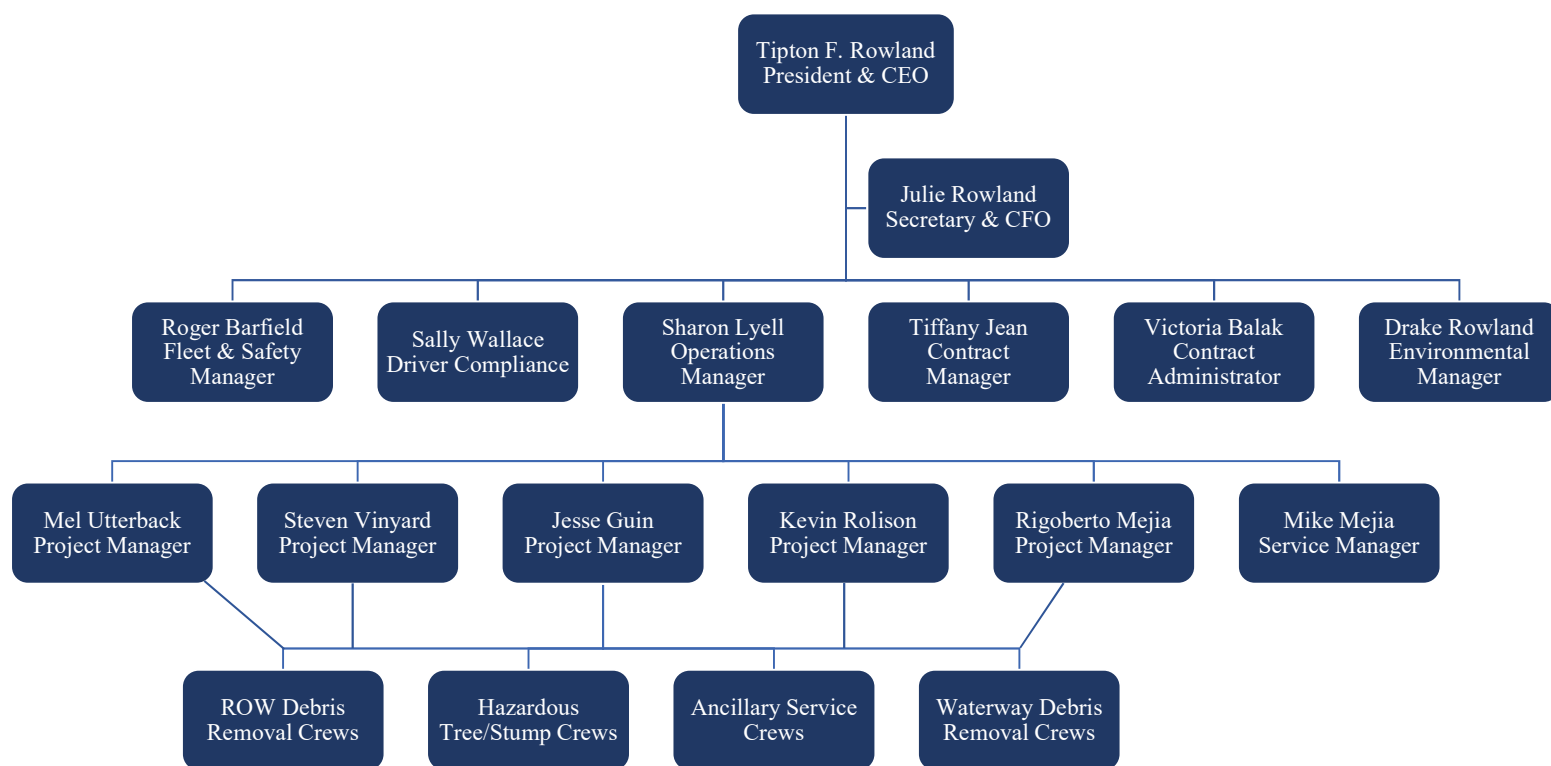
<b>OSHA 30 Hour Outreach Training Program – General Industry</b>	<b>IS-00005.a – An Introduction into Hazardous Materials</b>
<b>Roger Barfield</b>	<b>Roger Barfield</b>
	
<b>Certificate of Completion – Hazwoper 40 HR</b>	<b>OSHA Academy – Safety Committee Member</b>
<b>Roger Barfield</b>	<b>Roger Barfield</b>
	
<b>OSHA Academy – Safety Committee Chair</b>	<b>OSHA Academy – Occupational Safety and Health Trainer</b>
<b>Roger Barfield</b>	<b>Roger Barfield</b>
	
<b>OSHA Academy – Occupational Safety and Health Supervisor</b>	<b>OSHA Academy – Occupational Safety and Health Manager</b>
<b>Roger Barfield</b>	<b>Roger Barfield</b>
	

<b>OSHA Academy – Occupational Safety and Health Specialist</b>	<b>OSHA Academy – Occupational Safety and Health Professional</b>
<b>Roger Barfield</b>	<b>Roger Barfield</b>
	
<b>OSHA Academy – Construction Safety and Health Professional</b>	<b>OSHA Academy – Construction Safety and Health Manager</b>
<b>Roger Barfield</b>	<b>Roger Barfield</b>
	
<b>OSHA Academy – Construction Safety and Health Specialist</b>	<b>OSHA Academy – Construction Site Safety Supervisor</b>
<b>Roger Barfield</b>	<b>Roger Barfield</b>
	
<b>OSHA – 30-Hour General Industry Safety and Health</b>	<b>NATMI – Motor Fleet Safety Basics</b>
<b>Roger Barfield</b>	<b>Roger Barfield</b>
	

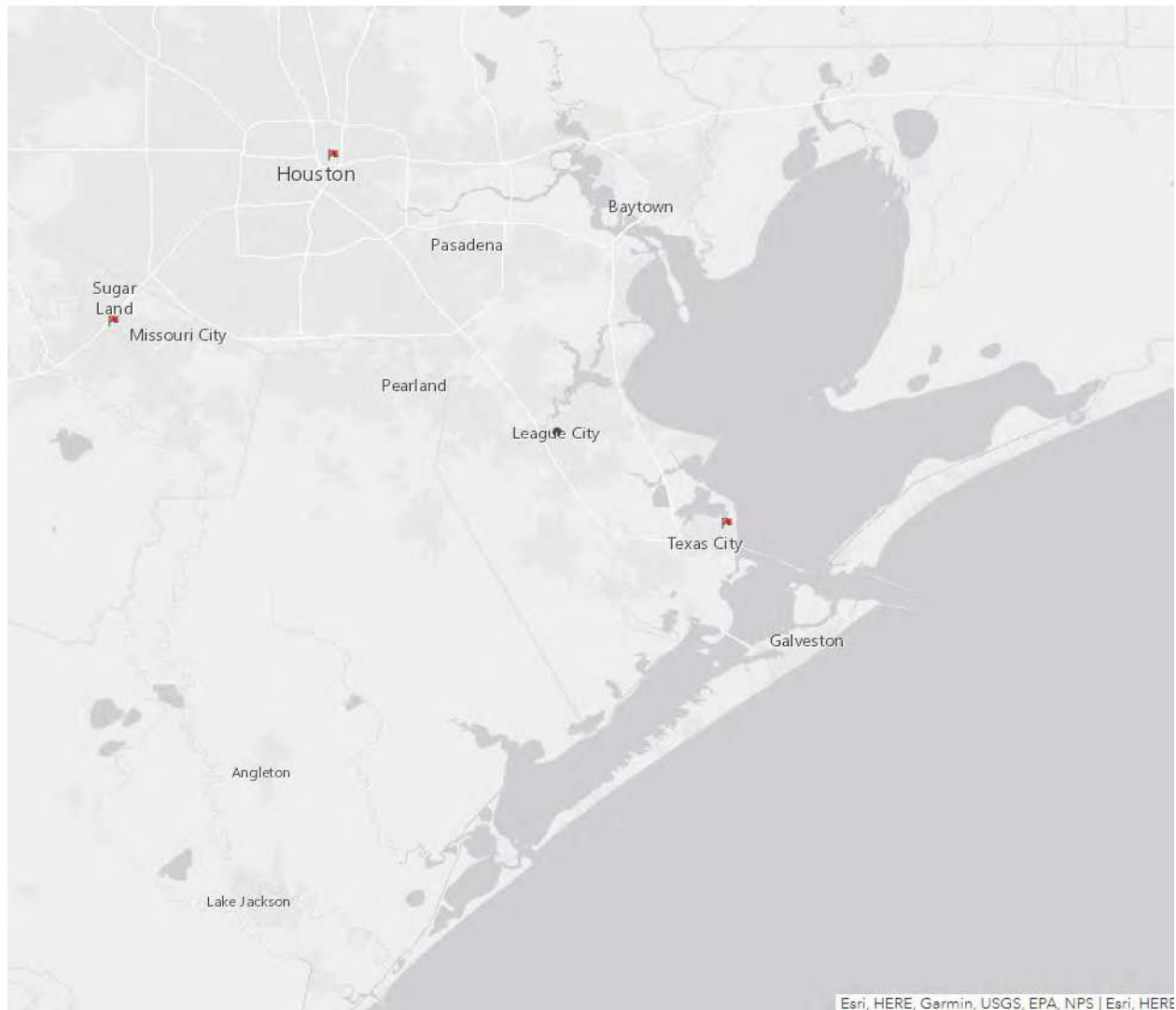
NATMI – Managing Motor Fleet Safety Programs	
Roger Barfield	
	



## **TFR Enterprises, Inc** **Organizational Chart**



## Current Prime Contracts within 100 Miles of League City



TFR has three (3) contracts within a 100-mile radius of League City. Please see on the following pages our capability of managing multiple contract activations. We're 100% confident in our ability to provide a professional management team, skilled operators, and company-owned equipment resources to the City of League City even if activated on all three contracts.

1. City of Sugarland
2. City of Houston
3. Texas City

### Ability to Execute in Multiple Geographic Regions

TFR is capable of executing multiple contract activations within one or more regions because our team brings:

- An experienced Prime who has successfully completed 350+ FEMA funded debris removal contracts and procured more than \$2B in contingency contracts.
- Management processes proven on disaster events.
- Central oversight by experienced Operations staff and empowered project delivery teams.
- Prime Subcontractors who are committed and proven responders.
- Nationwide partners for personnel and equipment/trucking resources, along with a commitment to utilization of local and disadvantaged business enterprises as much as possible.

The primary execution and staffing options are:

- The TFR team self-performs using in-house resources.
- The TFR team plus additional local/regional subcontractors perform the task order.

The selected option is based upon a number of factors, including cost and availability of local technical resources with relevant skill and experience to successfully accomplish contractual requirements. Regardless of the execution strategy, the managing staff will come from the TFR team and strictly follow our proven management processes and procedures.

Our management approach to execute multiple contract activations is based on the following:

<b>Single Point of Contact</b>	The operations manager will serve as single point of contact, ensuring a clear and direct communication channel. For simultaneous projects, multiple sectors, or when needed, sites will have either an operations or project/site manager.
<b>Clear Roles and Responsibilities</b>	The operations manager will select the project and site managers, as needed, depending on project scope. All support staff, subcontractors, and crews will report to the site manager. Our team has a large pool of assets that ensure we can readily provide the correct mix of labor, equipment, and materials for every project. The project manager will be responsible for staffing, subcontractors, budget, schedule, technical, and quality aspects of the task order assigned.
<b>Proactive Corporate Leadership</b>	Working with our overall Program Manager, our operations manager will monitor team performance and ensure resource availability and client satisfaction. We're committed to ensuring appropriate resources for all projects.
<b>Cohesive Team</b>	Our combined team is accustomed to working at multiple locations and coordinating within the team, as well as with local government, regulatory, and state agencies. The site manager will be responsible for coordinating with the technical staff for scheduling and deliverables. All personnel will be linked by our robust communication system/tools to ensure seamless delivery of services.
<b>Access to Vast Reach-Back Capabilities</b>	TFR has a database of 1,000+ previously employed subcontractors and hundreds of equipment dealerships throughout the US. Our operations manager will coordinate access to these vast resources in coordination with our project managers.



# MANAGING MULTIPLE CONTRACTS IN 2020

Iowa

5,196,679

Cubic Yards

Derecho (17) Jurisdictions

Louisiana

3,802,802

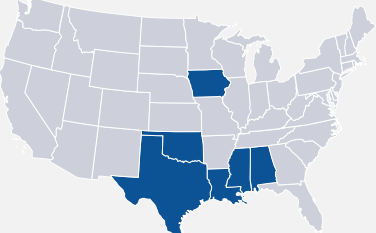
Cubic Yards

Hurricane Laura (27) Jurisdictions

Additional States

Oklahoma	850,796 CY
Alabama	384,819 CY
Mississippi	65,000 CY
Texas	60,000 CY

Geographic Performance



2020 Season Summary

10,360,096 Cubic Yards Managed

\$76,000,000 Revenue

Subs

74 Companies Subcontracted

Units

Certified 1,350 Pieces of Equipment

DMS

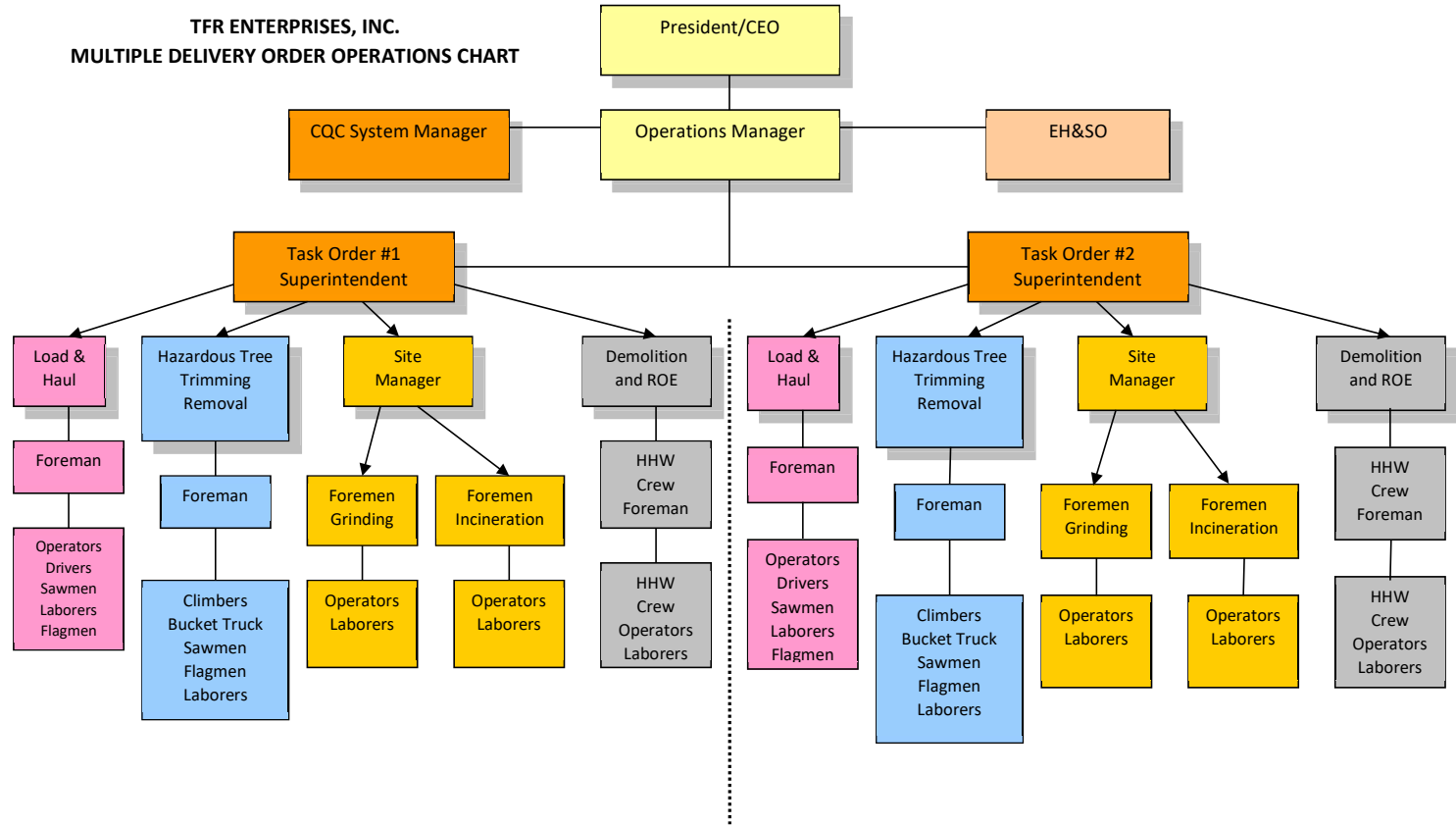
Operated, Remediated, and Closed out 67 Debris Management Sites

**Additional Disaster Experience Managing Multiple Contracts**

<b>Year</b>	<b>Disaster Events</b>	<b>Contract Activations</b>	<b>Volume</b>	<b>Hazardous Trees</b>	<b>Contract Value</b>
Aug-19	Hurricane Dorian	6	200,000 CY 221 Cut & Toss Hours	1,000	\$ 434,927.00
Aug-18	Hurricane Michael	3	198,800 CY 71,500 Operator & Equipment Hours	0	\$ 13,806,189.00
Aug-18	Hurricane Florence	13	166,000 CY 1,066 Daily Rate for Equipment & Operator 206 (4 Men Crews)	0	\$ 7,936,486.00
Mar-18	California Floods	2	58,420	0	\$ 8,630,020.00
Sep-17	Hurricane Maria	1	495,000 CY	39,411	\$ 35,404,180.00
Aug-17	Hurricane Irma	9	902,000 CY	39,748	\$ 31,927,010.00
Aug-17	Hurricane Harvey	9	416,000 CY	1,000	\$ 6,402,517.54
Sep-16	Hurricane Matthew	5	300,000 CY	75,000	\$17,889,818.00

**Client Testimonial**

“Battling a global pandemic environment, inclement winter weather, while also responding to multiple hurricanes that impacted other areas of the country during 2020, TFR has successfully aided the State of Iowa in grinding and disposing of more than 1.6 million cubic yards of vegetative debris in less than six months” Jordan Moser, Iowa Department of Homeland Security



**Proposed Subcontractors**


TFR Enterprises, Inc. maintains a current, constantly updated database of subcontractors by location, classification, equipment resources, and capability. The working relationship with this reservoir of close-knit subcontractors has been so successful that a majority of them, following a disaster event, will not offer their services to, or accept an offer from, another contractor until first consulting with TFR’s management personnel as to their subcontracting needs. A network of communication and contact of these subcontractors in the event of a disaster has been divided among the TFR management team in advance, which has enabled the company to contact, activate, and mobilize as many as 630 pieces of equipment in 30 days as the company did following Hurricane Laura in 2020. These subcontractors are considered as much a part of the disaster response team as are the full-time employees of TFR.

**Local and Disadvantaged Business Subcontracting**

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent to which they are available and properly licensed. TFR shall exhaust any avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery.

During the past three (3) decades, TFR has actively promoted the participation of Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Women-Owned Business Enterprises (WBE), Minority-Owned Business Enterprises (MBE), and Veteran-Owned Business Enterprises (VBE), in the performance of disaster-related debris removal projects. Born from a small tree service company in 1954, TFR was a long-time small business-enabled firm working in Memphis, Tennessee. Renamed TFR and incorporated in 1989, owner, Tipton Rowland, considers this sector of the industry to be a vital and reliable source of debris management resources recalling his days as a small business owner himself. As such, TFR executives are directly involved in the achievement of SBE’s and DBE’s plans and goals by the project.

**Proposed Major Subcontractor**

	<ul style="list-style-type: none"><li>• 35 years of proven disaster debris removal and management experience</li><li>• Over 200 units of company-owned specialized equipment including knuckle boom trucks, heavy haulers, dump trucks, bunkhouses, airboats, barges, skid steers, dozers, excavators, loaders, skidders, and tree cutters</li><li>• Owner and key employees certified in tree removal/chainsaw management by the Missouri Forestry Department</li><li>• Partnered on more than 50 projects with TFR, over the last 20 years.</li></ul>	<p><b>Recent Projects Completed with TFR:</b></p> <ul style="list-style-type: none"><li>• Hancock County, MS</li><li>• City of Choctaw, OK</li><li>• City of Enid, OK</li><li>• City of Blanchard, OK</li><li>• City of Norman, OK</li><li>• City of Citronelle, AL</li><li>• Alabama DOT, Dallas County</li><li>• City of Robertsedale, AL</li><li>• Rapides Parish, LA</li><li>• City of Corpus Christi, TX</li></ul>
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Timberline Trading is a leading subcontractor in the disaster debris removal industry. Thirty-five years of experience has allowed the team at Timberline to master the skills and FEMA knowledge necessary to

successfully complete any size debris mission. Timberline's tenured management team gives them added ability to manage a wide range of disaster response services. With more than 200 pieces of specialty equipment, Timberline can respond immediately to all emergencies. Company-owned bunkhouses and generators allow Team Timberline to respond to devastated areas where housing or electricity are not available. Timberline has been a major subcontractor for TFR since 1995.

#### Proposed Major DBE Subcontractor



- **Women-Owned Business (WBE)**
- Incorporated in 2013
- Principles hold Florida & California Contractors License
- Owner and Principles have more than 25 years of combined experience in Disaster Response, Debris Removal, and Hazardous Tree Removal Services
- Partnered on 7 projects with TFR, over the last 8 years.

#### Recent Projects Completed with TFR:

- Kentucky Transportation Cabinet, KY
- Oklahoma City Parks, OK
- City of Corpus Christi, TX
- Texas DOT, Montague County
- Louisiana DOT, Cameron Parish
- Tyndall Airforce Base, FL
- North Carolina DOT, Sampson County

Lyellco, Inc. is a family-owned tree trimming and disaster response company incorporated in 2013 as a small woman-owned business. Lyellco owns 27 pieces of equipment and has performed more than 20 federal and state contracts nationwide, responding to hurricanes, tornados, ice storms, floods, and more. Lyellco strives for the safety of its employees and the communities affected and operates according to FEMA rules and regulations.

#### The following list is just a few of our available DBE Partners:

DBE Partners	State	Type	Services
Ayleen Trash Hauling Services, Inc.	FL	SBE/MBE	Hauling Services, Hazardous Tree Removal
CSA Land Clearing	FL	DBE	Site Management
Florida Developers of Tallahassee	FL	DBE	Site Management
Gulf Coast Environmental Contractors	FL	WBE	Hazardous Tree Removal
Payne's Environmental Services, LLC	FL	MBE/VBE	Hazardous Tree Removal
Prism Lighting Services	FL	SBE	Temporary Lighting
YG Construction, Inc.	FL	MBE	Temporary Fencing
Cabildo Services	LA	DBE	Temporary Staffing
Disaster Recovery Group and Tree, Inc.	NC	DBE	Hauling Services, Hazardous Tree Removal
Action-Roll Offs, Inc.	TX	DBE	Hauling Services
Eggemeyer Land Clearing, LLC	TX	DBE	Hauling Services, Site Management
Highway Barricades and Services, Inc.	TX	DBE	Safety Supplies
Lyellco	TX	WBE	Hauling Services, Hazardous Tree Removal



TFR Enterprises, Inc  
Tipton F. Rowland  
601 Leander Drive  
Leander, Texas 78641

Re: Letter of Commitment/Timely Payments

Please accept this letter as our interest to assist TFR Enterprises, Inc by offering to make our services available in the event they are activated for Disaster Debris/Hazardous Tree Removal Services during the term of the contract.

Timberline has worked for TFR Enterprises, Inc since 1996 and **has always been paid on time.**

Timberline's roles and responsibilities will support TFR as a subcontractor providing labor and equipment services for this contract to include:

- Vegetative Debris Removal
- C&D Debris Removal
- Hazardous Tree Removal

Company Information:  
Timberline Trading, Inc  
Michael Dotson  
PO BOX 643  
Lathrop, MO 64429  
FEIN: 43-1695748

I, Michael Dotson, am authorized to sign for and legally bind Timberline Trading, Inc., and have full authority to commit any of our company's resources necessary to successfully perform this contract. Should you need additional information please contact me at (816) 564-1761.

Sincerely,

*Michael Dotson*

Michael Dotson  
Owner/CEO

[www.lyellco.com](http://www.lyellco.com)[sharon@lyellco.com](mailto:sharon@lyellco.com)

Office (512)576-3000

TFR Enterprises, Inc  
Tipton F. Rowland  
601 Leander Drive  
Leander, Texas 78641

Re: Subcontractor Letter of Commitment

Dear Mr. Rowland,

Please accept this letter as our interest to assist TFR Enterprises, Inc by offering to make our services available in the event they are activated for Disaster Debris/Hazardous Tree Removal Services during the term of the contract.

Lyellco's roles and responsibilities will support TFR as a subcontractor providing labor and equipment services for this contract to include:

- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Hazardous Tree Removal

**Company Information:**

Lyellco, Inc  
Levi Lyell  
7503 White Oak  
Lago Vista, Texas 78645  
FEIN: 463383578

**Woman-Owned Small Business**

Levi Lyell is authorized to sign for and legally bind Lyellco Inc. and has the full authority to commit any of our company's resources necessary to successfully perform this contract. Should you need additional information please contact me at (512) 698-9812.

Sincerely,

A handwritten signature in blue ink that reads "Levi Lyell".

Levi Lyell  
Vice President

7503 White Oak Drive, Lago Vista, TX 7845

**Additional Subcontractors & Service Providers Available**

The following is a list of potential subcontractors and service providers TFR Enterprises, Inc. may utilize if activated. This list is not exhaustive, and resources may be added or substituted if needed. TFR offers preference to qualified local subcontractors, including local DBE subcontractors, who have the necessary equipment and experience to meet the project requirements.

Company Name	State	DBE
Black Services, Inc.	Alabama	
Chad Ward Inc.	Alabama	
Global Rental Co. Inc.	Alabama	
HAL Construction LLC	Alabama	
Hall's Tree Service	Alabama	
Hunter Fuzzell	Alabama	
Moore Lawn & Landscape	Alabama	
Oak Hill Construction, LLC	Alabama	
Southeastern Logistics, LLC	Alabama	
Ward Land & Timber, LLC	Alabama	
Z & H Enterprises, LLC	Alabama	
A & A Trucking LLC	Arizona	
Sunstate Equipment Co	Arizona	
Carter Global	Arkansas	
Conway Enterprises	Arkansas	
John L Weaver	Arkansas	
Labor Finders	Arkansas	
McFadin Global Construction, Inc.	Arkansas	
Moore's Dozer Service	Arkansas	
Troy Brown	Arkansas	
Chris Tree Trimming	California	
Core Tree Care	California	
D & E Construction Inc.	California	
FGL Environmental	California	
Granite Construction Inc	California	
Inland Empire Equipment	California	
Myers Tire Supply	California	
Palomar Mountain Premium Spring Water	California	
Silverstrand Construction	California	
Triton Transport Ltd.	California	
Front Range Landfill	Colorado	
Jim's Pride Landscaping & Maintenance	Colorado	
Larimer Solid Waste	Colorado	
Lenahan Land Clearing & Grinding	Connecticut	
A Soto Southern Ag Inc	Florida	



Absolute Asphalt Services Inc	Florida	
Acme Barricades	Florida	
AES Portable Sanitation	Florida	
AM Environmental	Florida	
Anderson Rentals Inc.	Florida	
Aqua Control Tech	Florida	
Arrow Service & Towing	Florida	
Arthur Auville	Florida	
Atlantic Coast Transport, LLC	Florida	
Aucilla Area Solid Waste	Florida	
Ayleen Trash Hauling Service	Florida	Yes
Backstrom Trucking	Florida	
Better Barricades	Florida	
BG Katz Nurseries, LLC	Florida	
Branching Out	Florida	
Coffin Marine	Florida	
CSA Land Clearing	Florida	Yes
Dawnell Ayres	Florida	
DeFord's Fuel & Oil, Inc	Florida	
Downrite Engineering Corp.	Florida	
Dyna Trucking	Florida	
East Coast Site Works	Florida	
Edgewater Recycling	Florida	
Emergency Standby Power LLC	Florida	
Evergreen Tree Service	Florida	
Fast Track Logistics	Florida	
Flagler Construction Equipment	Florida	
Florida Developers of Tallahassee	Florida	Yes
Florida Equipment Service and Repair Inc	Florida	
Florida Paving & Trucking Service	Florida	
Fort Lauderdale Ice	Florida	
G Hemphill Tree Service	Florida	
Gallegos Trucking Inc.	Florida	
Gaston TDR	Florida	
Gill Sikes	Florida	
Green's Tree & Landscape	Florida	
Grinder Wear Parts, Inc.	Florida	
Gulf Coast Environmental Contractors, Inc.	Florida	Yes
Hamilton County Landfill	Florida	
Haulin Dixon	Florida	
Kessler Hauling Inc.	Florida	

Knight Jon Boy	Florida	
Landscape Service Professionals	Florida	
Lank Oil	Florida	
Lee County Solid Waste	Florida	
Leon County Solid Waste	Florida	
Lopez Trucking Inc	Florida	
Lucas Garage & Trucking	Florida	
Macias & Sons	Florida	
Macias Landscape Inc. dba Miguel Macias Landscape	Florida	
Miami-Dade County Dept of Solid Waste	Florida	
Morgan Marine Salvage & Recovery, LLC	Florida	
National Waste Management, Inc	Florida	
Nicolas Macias	Florida	
North Oak Recycling	Florida	
Payne's Environmental Services, LLC	Florida	Yes
Pine Island Group, LLC	Florida	
Prism Lighting Services	Florida	Yes
Putnam County Central Landfill	Florida	
Rainey Cawthon Distributor	Florida	
RIO Harvesting	Florida	
Rio Indio, LLC	Florida	
Ron's Trucking & Equipment	Florida	
S & B Machine, LLC	Florida	
Sampson Tree Service	Florida	
Samsula Waste Inc	Florida	
Seminole County Solid Waste MgmtA	Florida	
Spinning Crane Works	Florida	
T-Roy & Sons, Inc.	Florida	
Tate Transport Corporations	Florida	
Texas Aquatic Harvesting	Florida	
USA Services	Florida	
Yahl Mulching & Recycling	Florida	
YG Construction	Florida	Yes
ZZ Truck Inc	Florida	
All Star Mobile RV	Georgia	
Bobcat of Orlando	Georgia	
Bolgers Tree Service	Georgia	
Brian Brinson dba Brinson Tree & Stump	Georgia	
Brown's Tree and Logging Service	Georgia	
Casey Tree Experts	Georgia	
Colonial Fuel and Lubricant Services, Inc.	Georgia	

HeavyQuip	Georgia	
Horner Services, LLC	Georgia	
Jaguar Tree Service	Georgia	
KDF Enterprises, LLC	Georgia	
Kelly Services, Inc.	Georgia	
Kelly's Clearing & Grinding	Georgia	
Neff Rental	Georgia	
Parkway Tire and Service	Georgia	
Southeastern Modular Construction	Georgia	
Sunbelt Rentals	Georgia	
Synergy Rents LLC	Georgia	
Terry Bucks Contracting, LLC	Georgia	
TRC Staffing Services	Georgia	
Waste Management - Florida	Georgia	
Diamond Z Manufacturing	Idaho	
DZ Grinders LLC AKA Diamond Z	Idaho	
Rule Steel Tanks, Inc	Idaho	
A-1 Tree Care	Illinois	
JJ Keller	Illinois	
JT's Tree Service	Illinois	
Southwest OKC Landfill	Illinois	
Richards Tree Service	Illinois	Yes
Buchanan Hauling & Rigging, Inc.	Indiana	
K & K Dirt Works	Indiana	Yes
Pac Van, Inc.	Indiana	
Poseidon Barge	Indiana	
Richard Clemons dba Clemons Tree Service	Indiana	
Blue Beacon	Kansas	
Custom Tree Care Inc	Kansas	
Freightquote.com	Kansas	
Kansas City Tree Care LLC	Kansas	
Lakeside Tree Service	Kansas	
Reno Truck & Tractor	Kansas	
Team DriveAway	Kansas	
United Disaster Response, LLC	Kansas	
Douglas Keeton	Kentucky	
Mr. Pressure	Kentucky	
Oakland Farms Trucking	Kentucky	
Aqua Tech	Louisiana	
Brooks Industrial	Louisiana	
Cabildo Services	Louisiana	Yes

Coastal Heavy Haulers	Louisiana	
Coastland Trucking, LLC	Louisiana	
Complete Staffing	Louisiana	
G & M Rentals	Louisiana	
Gator Environmental Waste Solutions, LLC	Louisiana	
Gills Crane Service	Louisiana	
Gordon's Disposal, LLC	Louisiana	
Gordon's Landfill, LLC	Louisiana	
Greenpoint, Inc	Louisiana	
H & E Equipment Services	Louisiana	
Leaf Services, LLC	Louisiana	
Michael Munna	Louisiana	
Northshore Tree & Bucket Truck	Louisiana	
Pearl River Navigation	Louisiana	
Pipeworks Plumbing / Demolition	Louisiana	
PMI Resource Inc	Louisiana	
Traffic Control Products of Louisiana	Louisiana	
Wilco Marsh Muggies, Inc	Louisiana	
Wishams Hauling	Louisiana	
J Carlson Trucking	Michigan	
Fastenal	Minnesota	
Davy Busby dba Famco	Mississippi	
Forrester & Associates	Mississippi	
Lonnie Roberts II dba Lil Al's Tree	Mississippi	
PK Diesel	Mississippi	
Ruiz Contracting Solutions, LLC	Mississippi	
TLW Inc	Mississippi	
Atlas Tree Care, LLC	Missouri	
Crooked River	Missouri	
Custom Truck One Source	Missouri	
Dotson & Sons Logging	Missouri	
Double D Disaster Relief LLC	Missouri	
Gary Long	Missouri	
Grainger	Missouri	
Hampel Oil	Missouri	
Ozark Machinery Company	Missouri	
Timberline Trading Inc	Missouri	
Titan Machinery, LLC	Missouri	
Tri Rivers Logging Inc.	Missouri	
Turbo Supply	Missouri	
R & L Transport	New Jersey	

Ricelli Enterprises, Inc.	New York	
Scott Macon Equipment Rental	New York	
Ascendum Machinery, Inc.	North Carolina	
Berico Fuels, Inc.	North Carolina	
Bobcat of New Bern	North Carolina	
Carolina Tree Debris, Inc.	North Carolina	
Columbus County Landfill	North Carolina	
Couch Oil Company	North Carolina	
Disaster Recover Group & Tree	North Carolina	Yes
East Coast Disaster Recovery	North Carolina	
Graham County Land Company	North Carolina	
Premier Staffing Solutions	North Carolina	
Slickrock Development, LLC	North Carolina	
Soundside Recycling	North Carolina	
Stafford Debris Removal	North Carolina	
TSI Disaster	North Carolina	
RDO Equipment Co	North Dakota	
Bruce Sloan Tire Service	Oklahoma	
Butler Brothers Sand & Gravel	Oklahoma	
Express Employment Professionals	Oklahoma	
Kirby-Smith Machinery, Inc.	Oklahoma	
Kudron Trucking	Oklahoma	
Mosely Welding	Oklahoma	
Norman Tree Service	Oklahoma	
Quality Towing Service	Oklahoma	
Sprague's Backhoe	Oklahoma	
Tree Dr., LLC	Oklahoma	
Eagle Rock Freight	Oregon	
Blake Marine Group	Pennsylvania	
Davidson Trucking	Pennsylvania	
Antilles Power Depot, Inc	Puerto Rico	
Garden Max and Power Equipment	Puerto Rico	
Green Group, Inc.	Puerto Rico	
RZ Contractors, Inc	Puerto Rico	
Buddin Construction	South Carolina	
Comeback Rentals	South Carolina	
Creative Fence Concepts	South Carolina	
DTS Inc.	South Carolina	
Ferrell Construction	South Carolina	
State Tree Service, LLC	South Carolina	
Willis Recovery LLC	South Carolina	

Dysart Trucking	South Dakota	
Hodkinson Construction	South Dakota	
Jacobsen Tree Experts	South Dakota	
John Nelson Trucking	South Dakota	
Lacey Rentals	South Dakota	
Robert Bungert	South Dakota	
4 Corners Truck Service	Tennessee	
DeLoy Brown Petroleum LLC	Tennessee	
Industrial Rubber	Tennessee	
Isis Tree	Tennessee	
Robinson Tree Service, Inc.	Tennessee	
Southeast Mowing, LLC	Tennessee	
Stowers Machinery Corp	Tennessee	
Yardworks, Inc.	Tennessee	
1st Fire Safety	Texas	
3TM Transport LLC	Texas	
A & W Water Well Service	Texas	
A Line Auto Parts	Texas	
A-1 Tire & Service	Texas	
Aaron Johnson	Texas	
ABC Erosion Control, Inc	Texas	Yes
Absolute Diesel	Texas	
Action Propane	Texas	
Action Roll-Offs, Inc	Texas	Yes
Adobe Machinery Services, LLC	Texas	
Advanced Flame Cutting & Steel, Inc.	Texas	
Airgas - Mid South	Texas	
Alamo Welding Supply Co., Inc.	Texas	
All Star Land Surveying	Texas	
Art's Truck & Equipment	Texas	
Aspen Tree Service	Texas	
Austin Brake & Clutch Supply, Inc.	Texas	
Bane Machinery Houston, LP	Texas	
BFI Colonial Landfill	Texas	
Big Bird Tree Service	Texas	
Binswanger Glass	Texas	
Black Rose Steel & Trading	Texas	Yes
Blue Beacon Truck Wash	Texas	
Blue Ridge Landfill Texas LP	Texas	
BlueLine Rental	Texas	
Bobcat Quality Equipment	Texas	

Burkett Construction	Texas	
C.J. Express, Inc.	Texas	
Capitol Auto Parts	Texas	
Capitol Bearing Service	Texas	
Capitol Hydraulics	Texas	
Cedar Park Wrecker & Recovery Service	Texas	
Charles Gamelin	Texas	
Chrome Enterprises	Texas	
Complete Environmental Product	Texas	
Crocker Crane Rentals	Texas	
Dennis Sissell	Texas	
Diesel Specialists	Texas	
Diesel Tech Services, Inc	Texas	
Diversified Machining Inc	Texas	
Double Diamond Heavy Haul	Texas	
Dusty Berryhill	Texas	
DVT Freightways	Texas	Yes
Earthco Landscape Construction	Texas	Yes
Eggemeyer Land Clearing, LLC	Texas	Yes
Environmental Allies	Texas	
Equipment and Diesel Techs	Texas	
Fabcon Products, Inc.	Texas	
Fleetcard, Inc	Texas	
Flex Supply	Texas	
Francisco Perez	Texas	
Franks Nursery	Texas	
Freightliner of Austin	Texas	
Fresno Fence	Texas	
GAC Equipment, LLC	Texas	
Golden Triangle Landfill	Texas	
Greenseen	Texas	
Green Planet, Inc.	Texas	Yes
Gulley-Hurst Landfill	Texas	
H2eco Bulk Water	Texas	
Herc Rentals Inc	Texas	
Hertz Equipment Rental	Texas	
Hi-Line	Texas	
Highway Barricades and Services, Inc.	Texas	Yes
Holt Cat	Texas	
Holtsy/ Carlson Equipment Co.	Texas	
Houston Bearing	Texas	



Hudgins Co.	Texas	
Hydraulic Specialists, Inc	Texas	
Hydraulics of Texas	Texas	
Iron Horse	Texas	
ISNetwork	Texas	
JTB Demolition Services	Texas	
Just Hydraulics & Mechanics	Texas	
Kenneth Caplan	Texas	
King Jehu Trucking, Inc	Texas	
Labor Ready	Texas	
Lampasas Trucking	Texas	
Land and Sea Services	Texas	
Liberty Hill Truck Service	Texas	
Llano River Fence	Texas	Yes
Longhorn INT Truck	Texas	
Lyellco, Inc	Texas	Yes
Matoka, Inc	Texas	
Mayo Mulch, Sand and Gravel, Inc.	Texas	
McLaughlin Transport, LLC	Texas	
Mike Berryhill	Texas	
Mimbres Tree & Debris	Texas	
Monge Trucking	Texas	
Motion Industries	Texas	
Mustang Cat	Texas	
Mustang Rental	Texas	
Naegli Transportation	Texas	
Novus Wood Group	Texas	
Onsite Diesel	Texas	
Pacesetter Personnel Services	Texas	
Peninsula Marine	Texas	
PeopleReady Florida, Inc.	Texas	
Port Lavaca Plumbing	Texas	
Precision Tracking Solutions	Texas	
Precision Truck & Trailer	Texas	
Pro Glass	Texas	
R & R Tire Service	Texas	
R & S Tractor & Dump Truck Service	Texas	
RAM Products LTD	Texas	
Red River Equipment	Texas	
Redwine Enterprises, Inc.	Texas	Yes
Regional Traffic Services	Texas	

Reid Services	Texas	
Rene Bates Auctioneers, Inc.	Texas	
River City Hose and Supply, Inc.	Texas	
Rock Plus	Texas	
Romco Equipment Company	Texas	
RSC Equipment Rental	Texas	
Rush Truck Center	Texas	
Southern Tire Mart	Texas	
Spartan Divers	Texas	
Sprint - Fort Bend County Landfill	Texas	
Stewart & Stevenson	Texas	
Suncoast	Texas	
Sundance Fuels	Texas	
TDH Transport	Texas	Yes
Texas Disposal System	Texas	
Texas Hydraulics	Texas	
Texas Outhouse	Texas	
Texas Welding Supply Co.	Texas	
Three-B's Stump Removal	Texas	
Tire & Truck Masters	Texas	
Titan Sandblasting & Coating	Texas	
TNK Services	Texas	Yes
Tucker Oil Co.	Texas	
United Rentals	Texas	
United Site Services of Florida Inc.	Texas	
Vanguard Truck	Texas	
Vermeer Equipment	Texas	
Walt Pene Trucking	Texas	
Waste Connections Seabreeze	Texas	
Waukesha-Pearce Industries, LLC	Texas	
WCA Waste Corporation	Texas	
Wingfoot Commercial Tire Systems LLC	Texas	
Off Duty Services	Texas	Yes
Flex Fleet Rental LLC	Utah	
Kitchen Corps, Inc	Virginia	Yes
Medek Tree Service	Virginia	Yes
Southern Transportation, LLC	Virginia	

## Subcontractor Registration

Subcontractors interested in doing business with TFR can register at [www.tfrinc.com](http://www.tfrinc.com).



## Subcontractor Registration

Ready. React. Respond. Recover.

If you are interested in becoming a subcontractor with TFR Inc., please complete the form below. Someone will contact you shortly.

**Company Name \***

**Federal Identification Number (EIN or SS#) \***

For more information go to <http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-EIN>

**Dun & Bradstreet (DUNS) Number**

**ISNetworld # (if Applicable)**

**What is your Business Size and Classification? In comments please list Certifying Agency and corresponding number**

- |  |   |
|--|---|
| <input type="checkbox"/> Large Business (LB)                 | <input type="checkbox"/> Small Business (SB)                                    |
| <input type="checkbox"/> Small Disadvantaged Business (SDB)  | <input type="checkbox"/> HUBZone Small Business                                 |
| <input type="checkbox"/> 8a Designation                      | <input type="checkbox"/> Woman-Owned Small Business (WOSB)                      |
| <input type="checkbox"/> Veteran-Owned Small Business (VOSB) | <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business (SDVOSB) |

**What services does your business provide?**

- |   |  |
|---|--|
| <input type="checkbox"/> Emergency Road Clearance       | <input type="checkbox"/> Debris Collection         |
| <input type="checkbox"/> Site Management                | <input type="checkbox"/> Debris Reduction          |
| <input type="checkbox"/> Tree Trimming and Removal      | <input type="checkbox"/> Hauling                   |
| <input type="checkbox"/> Permitted Solid Waste Facility | <input type="checkbox"/> Stumps                    |
| <input type="checkbox"/> Snow Removal                   | <input type="checkbox"/> Project Staffing          |
| <input type="checkbox"/> Marine Debris Removal          | <input type="checkbox"/> Sand Screening            |
| <input type="checkbox"/> Recycling                      | <input type="checkbox"/> Household Hazardous Waste |

**What equipment is owned by your business? (not contracted equipment)**

T.F.R. ENTERPRISES, INC.

Continuing Subcontract

Page 1 of 6

**AGREEMENT**

**THIS CONTINUING SUBCONTRACT** (hereafter "Subcontract") is entered into this day of \_\_\_\_\_ between **TFR ENTERPRISES, INC.**, 601 Leander Dr., Leander, TX 78641 herein called **CONTRACTOR**, and

called **SUBCONTRACTOR**, for the performance by Subcontractor of certain work hereinafter specified.

For and in consideration of the Work Order price, the Contractor and Subcontractor agree and contract as set forth below:

**ARTICLE ONE - INTENT OF SUBCONTRACT**

Contractor and Subcontractor expressly agree that the purpose of this Subcontract is to provide a mechanism of affording a simple and effective means of awarding a Subcontractor without the need for individual subcontracts for every project. This Subcontract establishes, as a minimum, the terms and conditions that are applicable to all projects with the exception of SCOPE OF WORK, SCHEDULED COMPLETION TIME, COMPENSATION and any other special conditions that will be set forth for any individual project in the work order issued for that specific project.

This Subcontract is not intended to, and does not, guarantee, that Subcontractor will be the sole provider of the service for its area of discipline provided under this Subcontract, nor does it guarantee the Subcontractor any amount of Work. Contractor and Subcontractor further agree that nothing within this Subcontract, expressed or implied, shall prohibit the Contractor from amending the requirements of this Subcontract, either increasing or decreasing the requirements provided within this Subcontract, as may be applicable for each specific project. Whenever there is a conflict between the terms of this Subcontract and the Work order for the specific project, the terms of the Work order shall control.

**ARTICLE TWO – SUBCONTRACT DOCUMENTS**

The "Subcontract Documents," as such term is used herein, consist of this Subcontract in its entirety, the contract agreement between the Owner and Prime Contractor, Work Orders and any Subcontract with addenda, amendments, modifications, all of which are incorporated herein and form a substantive part of the Subcontract to the extent these Subcontract Documents relate in any manner to the performance and completion of the WORK. Subcontractor agrees that all of the Subcontract Documents shall be deemed incorporated herein by reference and made part hereof, and the Subcontractor agrees to be bound to Contractor by all of the terms and provisions thereof, insofar as they apply to the Work as herein described.

Subcontractor hereby agrees to timely undertake and perform all obligations, expressed and implied, required by the Subcontract Documents. In event of any irreconcilable difference between the Subcontract and any other of the Subcontract Documents, the Subcontract shall be controlling. In the event of an irreconcilable difference between Work Orders, plans drawings and specifications, the more stringent requirements shall take precedence; Any work that may reasonably be inferred from the plans, drawings and specifications as being required to produce the intended result shall be supplied, whether or not it is specifically listed or otherwise required.

This Subcontract is controlling with respect to the relationship between Contractor and Subcontractor. The Subcontractor agrees to be bound to the Contractor to the same extent as the Contractor is bound to the Owner with respect to the performance and completion of the Work. Notwithstanding any of the above to the contrary, the payment provisions of the Contract between the Owner and Contractor are not a part of this Subcontract and specifically are not incorporated by reference.

This Subcontract does not create, nor does any course of conduct between the Contractor and Subcontractor pursuant to this Subcontract create, any contractual relationship between any parties other than the Contractor and Subcontractor. The Subcontractor is in all respects an independent contractor. Subcontractor shall have no authority to bind the Contractor by any statement, representation, or promise of any kind. The Subcontractor shall not interfere with the Contractor's relationship with the Owner nor any other entity or person, and the Subcontractor shall not deal directly with the Owner without prior authorization, in each instance, in writing, from the Contractor. The Subcontractor agrees not to enter into any other contract relating to the Project without the Contractor's prior written consent.

Subcontractor hereby represents and acknowledges that it has reviewed and inspected all of the Subcontract Documents as set forth, and has investigated and satisfied itself as to the conditions affecting the Work. Contractor assumes no responsibility for any conclusions or interpretations made by the Subcontractor on the basis of any information made available by the Owner or Prime Contractor.

**ARTICLE THREE – ACTIVATION**

The terms and conditions of this Subcontract shall be in effect immediately upon notice of award of work from Contractor to Subcontractor, whether such notification is verbal or written.

A work order will be issued to the Subcontractor for each specific project. The purpose of the work order is to establish specific project requirements. These specific project requirements include, but are not limited to, scope of work, scheduled completion time, compensation and any other special conditions applicable to specific projects.

Subcontractor fully agrees that the absence of a work order does not relieve him from the terms and conditions stated herein, and that the progressing of work by Subcontractor indicates acceptance on behalf of the Subcontractor of all of the terms and conditions contained within this Subcontract.

**ARTICLE FOUR – PERFORMANCE**

Subcontractor agrees to perform the work specified in the work order in a good and workmanlike manner. Subcontractor further agrees to furnish all necessary labor, materials, equipment, supplies, licenses, work permits and other items therefore and to promptly pay for all of such, for which Contractor may be held liable, and to complete the work in strict compliance with the terms of the Contract between the Owner and the Contractor and to the satisfaction of and in compliance with the directions of the Owner or Owner's Representatives.

**ARTICLE FIVE – WORK**

Subcontractor shall perform all of the work necessary and incidentally required to complete the items of work described in the work order issued under this Subcontract in strict accordance with the plans and specifications applicable to each individual project.

Subcontractor shall perform said items for the measurement and payment method, either unit price, lump sum or another mutually acceptable pay scale as established in the

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work order, and said price shall constitute the sole consideration for all work performed hereunder.

**ARTICLE SIX – SUBCONTRACTOR OBLIGATIONS**

Subcontractor agrees to commence the Work when directed by Contractor and to diligently and continuously prosecute such Work and to coordinate the Work with other work performed on the Project so that Contractor shall not be delayed in completion of the Project by any act or omission of Subcontractor performing and completing its Work within the time specified in the Subcontract Documents.

Time is of the essence of this Subcontract and Subcontractor, in agreeing to complete the Work within the times and sequences herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to the Work.

Subcontractor shall immediately (within forty-eight (48) hours) notify Contractor of any circumstances, which may affect or delay its performance. Failure to notify the Contractor within forty-eight (48) hours of any circumstance which may affect or delay its performance shall result in the waiver of Subcontractor's claim.

If Subcontractor is responsible for any delays in time or sequence of the Schedule, Subcontractor shall pay Contractor for all costs and damages suffered by Contractor as a result of such delays, including, without limitation, any liquidated damages assessed against Contractor by the Owner.

In the event that Subcontractor's performance of the Work is delayed or interfered with, for any reason and for any period of time, by acts or omissions of Owner, Contractor or other subcontractors, Subcontractor may request an extension of time for performance of the Work, but shall not be entitled to any increase in the Subcontract Amount or to damages or additional compensation as a consequence of such delays, and then only to the extent of any amounts that Contractor may, on behalf of Subcontractor, actually recover from Owner for such delays.

Subcontractor shall immediately (within forty-eight (48) hours) notify Contractor of any and all damages to private property, be responsible for correction and restoration of the damage to the private property owner's satisfaction, and supply Contractor with an executed release form by and between Subcontractor and private property owner. Any and all claims of damage to private property arising from the Project shall be investigated by Contractor's representatives, thoroughly documented and credited to the individual Subcontractor whom the Contractor deems responsible. In the event that Subcontractor does not have the capabilities to perform such necessary curatives or does not respond in a timely manner, Contractor shall take the appropriate actions to remedy the damage to the private property and back charge the Subcontractor for the corrective procedures. Contractor shall not be held liable for the accuracy, or inaccuracy, of information provided by private property owners.

Subcontractor shall at all times take all legal action necessary to prevent and avoid all work stoppages, slowdowns, strikes or labor disputes by its employees. In an event of any work stoppage or slowdown by Subcontractor's employees, Subcontractor shall within twenty-four (24) hour or as soon as legally permissible, take all legal action permitted by collective bargaining agreements or by law to expedite complete resumption of the Work on the Project.

Subcontractor may communicate with any onsite inspector about the proper performance of the Work. Any other communications regarding payments or other matters shall be

directed to Contractor for proper dissemination. Subcontractor acknowledges and agrees Contractor's control of contract communications and that this requirement is a material term in the Subcontract. If Subcontractor breaches this obligation to direct all communications to Contractor, except performance related communications with jobsite inspectors, then Subcontractor waives any further right to payment for work performed under this agreement as liquidated damages for this breach.

Subcontractor shall be solely responsible for the safety of its operations and its employees and shall take all reasonable safety precautions with respect to its Work. Subcontractor shall comply with all safety policies and procedures initiated by Contractor for the Project, including Contractor's policy regarding drugs, alcohol, and controlled substances and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property, including, but not limited to, the Federal Occupational Safety and Health Act (OSHA). Subcontractor shall immediately notify Contractor of any injury to any of the Subcontractor's employees. Subcontractor shall require its personnel to attend any safety meetings Contractor might conduct and direct Subcontractor to attend.

Subcontractor agrees that in performing all its work, it will not create, use or dispose of any hazardous chemicals or substances in an unlawful manner and shall be solely responsible for the lawful, proper and safe handling, storage and removal of all hazardous wastes, chemicals and substances which are introduced to the Project, or removed from the Project, by Subcontractors' operations. The term "hazardous waste, chemicals or substances" shall mean those materials and substances prohibited, proscribed, or the use of which is controlled, by an agency of the federal government or the applicable state or local agency having jurisdiction of such matters. Subcontractor shall comply with all federal, state and local regulations dealing with the use, storage or disposal of all hazardous wastes, chemicals or substances from the Project, and will defend and hold Contractor harmless, in accordance with Article 6 herein, from any liability associated with such use, handling, storage, removal and disposal including all associated attorney's fees and costs of all clean-up operations wherever and whenever required by governmental authority or Contractor.

Subcontractor shall not subcontract, assign or transfer the performance of this Subcontract or any part thereof without written consent of Contractor. Subcontractor shall notify the Contractor in writing of any assignment of amounts due it, or to become due it, under this Subcontract. Subcontractor agrees that this Subcontract shall be freely assignable by the Contractor and agrees to perform and continue to perform Subcontractor's obligations for the assignee subject to assignee's fulfillment of all Contractors' obligations hereunder.

Subcontractor shall not circumvent, bypass or go around Contractor to contract with any party the Contractor has an established contractual relationship, whether Owner is public or private entity, as it pertains to Subcontractor's Work Order on any specific Project. In the event Subcontractor does circumvent, bypass and/or goes around the Contractor to establish a contractual relationship with Owner, Subcontractor forfeits right to unpaid revenue earned under this Agreement, and Contractor is entitled to liquidated damages including, without limitation, lost profits, attorney's fees, or incidental, consequential or special damages of any kind.

Subcontractor shall give all notices and comply with all codes, laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. Subcontractor shall secure and pay for all costs and expenses to

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the Work including, without limitation, bond premiums, permits, fees and licenses necessary for the execution of the Work, and all federal, state, and local taxes in connection with the Work, and Subcontractor agrees that all costs thereof are included in the Subcontract Amount. When required by Contractor, Subcontractor will furnish satisfactory evidence showing all such payments have been made. Any variance with codes, laws, ordinances, rules and regulations, and without having given such notice from the Contractor, Subcontractor shall assume full responsibility therefore, and shall bear all costs and damages attributable thereto.

Subcontractor shall comply with federal, state and local tax laws, Social Security acts, Unemployment Compensation acts and Workers' Compensation acts, insofar as applicable to the performance of the Work, and shall comply with all procedures rules and regulations with regard to nondiscrimination issued or to be issued by any federal, state and local government or agency, including the Equal Employment Opportunity Commission, insofar as they may apply to the Work.

Subcontractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Contractor, the Owner and the employees, agents and representatives of each (collectively "Indemnitees") from and against all liabilities, costs, damages, losses, expenses (including, without limitation, attorneys' and consultants' fees and expenses to litigation), fines, claims, causes of action which any Indemnitees may at any time suffer or sustain or become liable resulting from Subcontractor, or any of Subcontractor's agents, representatives, subcontractors, suppliers or any one directly or indirectly employed by any of them or anyone for whose acts they may be liable (collectively "Liabilities): (1) violation of any law or governmental regulation; (2) breach of any requirement or representation in the Subcontract Documents; or (3) negligent or willful acts or omissions in performance of the Work, provided, however, that no provision of this paragraph shall be interpreted to hold Subcontractor responsible to indemnify an Indemnitee against Liabilities resulting from the sole acts or omissions of such Indemnitee. This Indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts or insurance coverage of Subcontractor.

Subcontractor will clean up all debris occasioned by the Work performed hereunder and at all times keep the Project premises clean. Any trash, debris, or liquid that poses a possible threat of fire or safety shall be removed the premises immediately. If, after twenty-four (24) hours notice by the Contractor to Subcontractor, Subcontractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Contractor has the right to proceed with the clean-up work at the Subcontractor's cost and expense.

Subcontractor agrees to require any and all of its subcontractors to assume all obligations and responsibilities under the Subcontract Documents. Subcontractor shall not subcontract or assign any work without the express written approval of Contractor.

Subcontractor shall make timely payment for all labor, services, supplies, equipment, and/or subcontracts relating in any way to Subcontractor's work. Subcontractor shall defend, indemnify and hold Contractor harmless from any and all loss or expense of any nature whatsoever, including attorney's fees and expenses, arising out of or in any way relating to claims for

payment asserted by entities who supplied labor, equipment or supplies of any type used in the performance of Subcontractor's obligations under this Subcontract or any Work Orders. If at any time there shall be evidence of any lien or claim relating to the failure or refusal of Subcontractor to make payment as provided herein, Contractor shall have the right to retain out of any payment due, or to become due, under this Subcontract or any Work order between Contractor and Subcontractor, an amount sufficient to indemnify and defend Contractor against such lien or claim, including reasonable attorney's fees and litigation expenses. Contractor shall also have the right, but not the obligations, to pay any claims or demands out of funds due, or to become due, from subcontractor.

Subcontractor shall furnish to Contractor in a timely fashion all information necessary for the preparation and submission by Contractor of any and all reports required by Owner for the Work.

**ARTICLE SEVEN – PROGRESS PAYMENTS**

Subject to the provisions of this Subcontract and as full consideration for complete performance of the Work and of all Subcontractor's obligations and representations under the Subcontract Documents, the Subcontract Amount is listed on the individual Work Order for a given project. This Subcontract Amount shall be the total amount to which Subcontractor is entitled, except as may be amended by written Change Order or other provisions as set forth herein. Contractor will provide one full-time person as a Project Manager/Quality Control Manager. This person is provided solely for Contractor's benefit, as Subcontractor is solely responsible for managing its work and performing the quality control of that work to insure that the work complies with all the requirements of the Subcontract Documents.

Subcontractor shall present an invoice every Monday for all Work performed and completed through the previous week. Subcontractor may only invoice for Work for which Subcontractor has approved tickets or documents signed by a governmental inspector indicating the Work was satisfactorily completed and that the Work was eligible for proper invoice together with executed lien and bond releases. The receipt of approved tickets or documents by Contractor from Subcontractor is a condition precedent to any amounts becoming due and owing to Subcontractor,

The Contractor agrees to pay to the Subcontractor the stated consideration, established in the Work Order, for such work under this Subcontract after receipt of payment from Owner. The Contractor shall retain 10% of each progress payment requested and approved by Contractor. If the Subcontractor fails to perform any and all obligations and conditions set forth herein, the Contractor reserves the right to withhold retainage as damages incurred for the termination of Subcontractor, excluding termination for convenience by Contractor. All the money is to be paid, subject to the condition precedent stated below, in current funds ten days after the contractor has received funds from the Owner. Notwithstanding the above and below, payment by the Owner to Contractor it shall be an absolute condition precedent to any liability of the Contractor to the Subcontractor for progress or final payment for such work. If the Owner has not paid the Contractor, for whatever reason (including, but not limited to, the Owner's inability to pay, insolvency, bankruptcy or other financial problems) the Subcontractor agrees that the Contractor shall not be liable to, or indebted to, the Subcontractor on account of such work. The Subcontractor accepts the risk that it will not be paid for work performed by the Subcontractor in the event that the Contractor, for whatever reason, is not paid by the Owner for such work, and the Subcontractor states that he relies entirely for payment for work performed on the credit of the Owner, and not of the Contractor. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to

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the Subcontractor, is subject to the same conditions precedent as are applicable to the Contractor's liability to the Subcontractor.

Payments otherwise due, either Progress Payments, if any, or final payment under Article 8 herein, may be withheld by Contractor on account of: (1) defective Work not remedied, claims filed, reasonable evidence indicating probability of filing claims; or (2) failure to properly or timely collect and haul all the debris in its assigned area or selectively clears debris; or (3) any Work that Owner or governmental official determines is ineligible for payment; or (4) failure of Subcontractor to make payment properly to its subcontractors or suppliers for material or labor, or applicable taxes, fees, and fringe benefits; or (5) reasonable doubt that the Work can be completed for the balance of the Subcontract Amount then unpaid; or (6) any other breach of the Subcontract Documents. If these deficiencies are not removed, Contractor may rectify the same at Subcontractor's expense. Contractor may offset against the Subcontract Amount unpaid any liquidated or unliquidated obligations of Subcontractor to Contractor, whether or not arising out of the Subcontract Documents.

No payment to Subcontractor, either Progress Payments or final payment under Article 8 herein, shall operate as an approval of the Work or any part thereof, or Subcontractor's obligations under the Subcontract Documents.

Acceptance by the Subcontractor of any payment made after the receipt by Contractor of its final payment, or any part thereof, from the Owner, shall be and shall operate as a release to the Contractor of all claims and liability by the Subcontractor for all things done or furnished or related to the Work and for every act or alleged neglect of the Contractor arising out of the Subcontractor except for claims for retained percentages withheld by the Contractor in accordance with this Subcontract and except as to such claims which the Subcontractor may have as provided for in Article 9 of this Subcontract.

#### ARTICLE EIGHT – FINAL PAYMENT

Subcontractor's final Application for Payment shall be submitted in the same form specified in Article Seven and no later than thirty (30) days following the final completion of the Work required by the Subcontract Documents.

In addition to any other requirement of this Subcontract, final payment shall not be due unless and until the following conditions precedent to final payment have been satisfied: (1) approval and acceptance of Subcontractor's Work by Owner, Architect and Contractor, including "punch-list" work and other work required to bring the Work into compliance with this Subcontract; (2) receipt of final payment for Subcontractor's Work by Contractor from Owner; (3) furnishing to Contractor satisfactory evidence by Subcontractor that all labor and material accounts incurred by Subcontractor in connection with its Work have been paid in full; and (4) furnishing to Contractor a complete general release and a final waiver of lien.

#### ARTICLE NINE – ADVANCES

Contractor may, but shall not be required to, advance sums to Subcontractor for the purpose of financing the work and may offset such against any Subcontract earnings, including final retainage, without the consent of and free of any claim of unauthorized prepayment by any surety and such shall not release the surety in whole or in part. Contractor may, but shall not be required to, supply Subcontractor with labor, materials, equipment and supplies and other items acceptable to Subcontractor in the performance of the work and recover the value or price therefore against Subcontractor and the Subcontractor's surety, if any, without being required to offset the same or any part thereof against the earnings of Subcontractor.

#### ARTICLE TEN – INSURANCE

Subcontractor agrees to carry, for the duration of this Subcontract, Workman's Compensation and Public Liability Insurance covering Premises Operations and Automobile Operations for bodily injuries and property damages, with an "A" rated carrier. In such **minimum amounts as listed herein below**, and to furnish Contractor with certificates **performed under this Subcontract**.

Coverage Type: Minimum Limits

##### Workman's Compensation:

Statutory Comprehensive General

##### Liability:

\$1,000,000 per occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/completed Operations Aggregate

\$1,000,000 Personal & Advertising

##### Automotive Liability:

\$1,000,000 per occurrence

Further, each contract of insurance required under this Article shall clauses to the effect that the same may not be reduced or cancelled on less than thirty (30) days' prior written notice to the Contractor. In addition to all other requirements, the Owner and Contractor shall be named as additional insured persons. Primary additional insured status for ongoing operations per a designated ISO or equivalent form (CG2010 Ed 07/04).

The insurance certificates provided under this agreement shall contain the following language:

1. In the event of any material changes in or cancellation of the policies, the insurance company named herein shall give 30 days prior notice of such change or cancellation to the parties to whom the certificate is addressed. (The language stating "the issuing company **will endeavor to mail** \_\_\_ days written notice to certificate holder to the left, **but failure to make such notice shall impose no obligation or liability of any kind upon the company, its agent or representative: WILL BE REMOVED.**")
2. General Liability, Automobile Liability and Excess Liability Additional Insured Provisions: TFR Enterprises, Inc., its officers, agent, employees, volunteers, and owner are added as additional insured on a primary non-contributory basis to the subcontractor's or vendor's insurance policies shown above with respect to any liability of additional insured arising out of or resulting from Subcontractor's or vendor's operations performed for the additional insured, including but not limited to liability of the additional insured for the general supervision of such operations. The Subcontractor or vendor shall require their insurance carriers, with respects to all insurance policies, to waive all rights of subrogation against TFR Enterprises, Inc. and Owner.
3. Workers Compensation Waivers of Subrogation shall be provided to TFR Enterprises, Inc., and owner as respects Workers Compensation coverage. Workers Compensation coverage will apply to all employees including executive officers.

#### ARTICLE ELEVEN – INDEMNITY AGAINST NEGLIGENCE AND AGAINST VIOLATION OF FEDERAL LAW AND REGULATIONS

Subcontractor agrees to adequately and properly protect the work called for hereunder and to so perform the subcontract and subcontract work and to so keep and maintain the premises on which such work is being done as to avoid injury or damages to persons or property for which Contractor may be

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held liable on a claim for damages. Subcontractor shall also assume as to the subcontract work and as to the premises on which such work is being done the obligation to comply with all Federal Occupational Safety and Health laws, regulations and directives. Subcontractor shall fully indemnify and save harmless Contractor from all claims for damages and also from all penalties, sanctions and other liabilities based on a violation of said Federal laws, regulations or directives and also from all expenses and attorney's fees incident thereto, arising out of or in any way connected with the subcontract work or the premises on which such work is being done, except that this indemnification shall not apply where liability is by law imposed exclusively because of the sole negligence or fault of Contractor.

#### **ARTICLE TWELVE – INDEMNIFICATION**

Subcontractor agrees to save harmless, indemnify, and defend Contractor and its agents, officers and employees from any and all claims, losses, penalties, demands, judgments and costs of suit, including, but not limited to, worker's compensation claims, and including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Subcontractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Subcontractor or resulting from the use by Subcontractor, or by any one for whom Subcontractor is legally liable, of any materials, tools, machinery or other property of Contractor. This provision is intended to apply even if the injury or damage is caused in whole or in part by any act, omission or default of Contractor or their consultants, agents, officers and employees. Contractor and Subcontractor agree the first \$100.00 of the Contract Amount paid by Contractor to Subcontractor shall be given as separate consideration for this indemnification of Contractor by Subcontractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Subcontractor's execution of the Agreement.

#### **ARTICLE THIRTEEN – TERMINATION**

If the Subcontractor: (1) fails to begin the Work under the Subcontract Documents within the time specified; or (2) fails to perform the Work with sufficient supervision, workmen, equipment or materials to ensure the completion of said Work within the specified time; or (3) neglects or refuses to remove materials or correct unsuitable Work; or (4) discontinues the prosecution of the Work; or (5) breaches any obligation or representation in the Subcontract Documents; or (6) becomes insolvent or is declared bankrupt, or commits an act of bankruptcy, or insolvency, or makes an assignment for the benefit of creditors; or (7) for any other cause whatsoever, does not carry on the Work in accordance with the Subcontract Documents, the Schedule or as directed by the Contractor, the Contractor shall give notice to the Subcontractor of such deficiency, and require Subcontractor to cure the deficiency within twenty-four (24) hours. Any of the above-enumerated occurrences shall be considered a material breach of the Subcontract Documents.

The Contractor shall be entitled to reimbursement by Subcontractor of its expenses. The Contractor's expenses arising from such termination shall include, in addition to the expense of arranging for the performance of Subcontractor's obligations, all of Contractor's additional expenses, consequential damages flowing from the default and attorney's fees. Such expenses of the Contractor shall be the responsibility of the Subcontractor or its surety, and to the extent such expenses exceed the unpaid Subcontract balance, the

Contractor shall have the right to make claim against Subcontractor or its surety for the excess.

If, after notice of termination of this Agreement, it is determined for any reason that Subcontractor was not in default, or that its default was excusable, or that Contractor was not entitled to the remedies against Subcontractor provided herein, then SUBCONTRACTOR'S remedies against Contractor shall be the same as and limited to those afforded Subcontractor under paragraph 10(b) below.

Contractor may, at its discretion, without prejudice to any other right or remedy, and upon giving written notice to the Subcontractor, immediately terminate Subcontractor's Subcontract under the Subcontract Documents for any reason without specifying or requiring cause, in whole or in part, and finish the terminated Work by whatever method Contractor may deem expedient. On receipt of such notice, Subcontractor, except as and to the extent directed, immediately shall discontinue the services and the placing of subcontractor or supplier orders for materials, facilities, and supplies in connection with the performance of the Work, and if requested, shall make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to Contractor. Subcontractor hereby releases Contractor from any liability, including, without limitation, lost profits, demolition costs, or incidental, consequential or special damages of any kind, in connection with such or related to the Subcontract Documents or any alleged breach thereof, in connection with such termination. Under such termination, Subcontractor should only be paid for work completed and the reasonable value of any work in progress.

The exercise of this provision in lieu of contract termination rests entirely and solely with the Contractor at its option. The exercise of this election of remedy and specifically the Contractor reserves the right to terminate this Subcontract pursuant to the provisions of Article Eleven.

#### **ARTICLE FOURTEEN – LICENSES, TAXES AND PERMITS**

Subcontractor agrees to comply with all public laws, codes, regulations and ordinances in effect where the work under this Subcontract is to be performed, and to pay all fees, licenses, permits and expenses required by such compliance, and also, to the extent that Contractor is or may be held liable therefore, to pay all taxes and contributions imposed or required by any law relating to the employees of Subcontractor and to the performance of said work and completion of this Subcontract.

#### **ARTICLE FIFTEEN – WORKMEN**

Neither Subcontractor nor any of Subcontractor's assigns shall employ or keep any workman whose employment on the work covered by the Subcontract is objected to by the Owner or by Contractor.

#### **ARTICLE SIXTEEN – LABOR PROVISIONS**

Without limitation upon the obligations herein generally assumed for compliance with prime-contract provisions, but for purposes of complying with the labor requirements as set forth in the contract between the Owner and the Contractor, it is further provided that: All of the provisions, including, when applicable, the "Required Contract Provisions on all Federal-Aid Construction Contracts" hereto attached, if any, relating to the hiring, handling, selection, use and payment of employees on the project involved and to the imposition of penalties, sanctions or liabilities for non-compliance with such labor provisions shall be in all respects applicable to and binding upon Subcontractor to the same extent that same are or would be applicable to and binding upon Contractor, and said provisions are incorporated by reference as a part hereof as if set out at length herein. (Every reference therein to "Contractor" shall be considered as referring also to "Subcontractor".) Subcontractor agrees to comply with such directions as may be given by Contractor (as may be required by the Contracting Agency) as a means of enforcing

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such labor provisions and to be bound by such penalties, sanctions and liabilities for non-compliance with such provisions and directions as may be lawfully imposed and in all such provisions and directions as may be lawfully imposed and in all such respects to indemnify and save harmless the Contractor from any and all penalties, forfeitures, sanctions, liabilities, loss, cost, expense and attorney's fees imposed upon or incurred by Contractor because of or arising out of any failure of Subcontractor to comply with such provisions or directions or to discharge any of same as may be imposed. Should Subcontractor sublet the work in whole or in part, with or without the consent of Contractor, any such Subcontract shall include the same obligations as set forth in this paragraph, and the same provisions shall in like manner be included in any further subcontracts, which may in turn be made.

ARTICLE SEVENTEEN – NOTICE

Any notice provided for herein may be given in writing by United States mail, and shall be considered as given when addressed to the last known Post Office address of the party to receive the same and deposited in the United States mail, and shall be effective for all purposes, as of the time of such deposit, whether actually received by the addressee or not. Notice by any other means shall be effective when communicated to or received by the party involved.

ARTICLE EIGHTEEN – NON-WAIVER

The failure of either party to invoke any provision hereof or assert any right given hereunder on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

ARTICLE NINETEEN – DISPUTES

All disputes, claims or controversies arising between the parties hereto from or relating to this Agreement the relationship which results from this Agreement or shall be fully and finally resolved by binding arbitration held in Austin, Texas. The laws of the State of Texas shall apply. This clause supersedes any recourse to courts by either party and the parties specifically waive any rights to commence any action other than arbitration. Any party desiring to initiate arbitration shall do so by making written demand therefore on the other. Said demand shall contain a statement setting forth the nature of the dispute, the remedy sought and shall designate and arbitrator. The responding party shall file a response within fifteen (15) days setting forth any counterclaim and naming an arbitrator. The two designated arbitrators shall choose a third arbitrator, who resides or works in the City of arbitration, within thirty (30) days. In all other respects, the parties and arbitrators shall be guided by the Construction Rules of the American Arbitration Association. Any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The parties consent to the jurisdiction and venue of the Austin, Texas (State and Federal) Courts to enter an order compelling arbitration.

Contractor reserves the right to settle lower-tier subcontractor claims if such claims are not settled within thirty (30) days of the Contractor providing notice in writing to the Subcontractor that such claim must be resolved. Should Contractor exercise such action, Contractor shall deduct payments to lower-tier subcontractors from total amount owed to Subcontractor, and shall not be held liable for the accuracy, or inaccuracy, of information and amounts provided by such lower-tier subcontractors or suppliers. Any and all payments made on good faith in the belief that Contractor is liable, whether liable or not, shall be conclusive of Contractor's right to reimbursement, and a sworn itemized statement thereof or the checks or other evidence of payment shall be prima facie evidence of the fact and extent of Subcontractor's liability.

ARTICLE TWENTY – MISCELLANEOUS PROVISIONS

This Subcontract and the Subcontractor are subject to the approval of Owner. If Subcontractor or the Subcontract is not approved, then in such event, this Subcontract shall be null, void and of no effect.

The Subcontract Documents contain the entire agreement between the parties. Any executory agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such executory agreement is in writing and signed by both Contractor and Subcontractor. All negotiations and agreements prior to the date of this Subcontract not included herein are hereby voided.

Any provision or part of the Subcontract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Contractor and Subcontractor, who agree that the Subcontract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

The rights of the parties shall be construed in accordance with the laws of the state of Texas.

Subcontractor hereby releases Contractor from liability for lost profits or incidental, under absorbed overhead, delay damages, attorney's fees, consequential or special damages of any kind in connection with or related to the Subcontract Documents or any alleged breach thereof.

The TFR Safety Manual and any additional safety information provided by Contractor shall be used for safety standards on this project. All applicable federal, state and local safety regulations shall become a part of this Subcontract Agreement. Subcontractor is to inform all employees of Contractor's position on safety and ensure that all safety related policies and regulations are implemented.

ACCEPTED  
T.F.R. ENTERPRISES, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to and subscribed before me this day of \_\_\_\_\_.

NOTARY PUBLIC:  
My Commission Expires:

By signing this agreement below, Subcontractor herein affirms that he/she ( ) has, ( ) has not, ever been debarred from contracting by any municipality or agency of the Federal or any State or Local Government entity.

ACCEPTED  
Sub-Contractor

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to and subscribed before me this day of \_\_\_\_\_.

Notary Public:  
Commission Expires:

\_\_\_\_\_ Initials of Subcontractor

**Past Performance****Event: Severe Winter Storms, FEMA-4592-DR****KYTC-Kentucky  
Transportation Cabinet**

**Laura Hagan**  
**Purchasing Director**  
**200 Mero St.**  
**Frankfort, KY 40622**  
**(502) 782-3980**

**Performance Dates:**  
**05/2021 to 10/2021**

**DEBRIS VOLUME: 36,050 TONS****CONTRACT VALUE:**  
**\$4,297,152.00**

On February 8<sup>th</sup>, the state of Kentucky endured an ice storm event that left more than 150,000 homes without power. Many of these power outages were caused by broken, twisted, and uprooted trees that were unable to handle the sheer weight of the ice that had accumulated. This was only the beginning of their battle. Once the ice began to melt, the influx of water exceeded the capacity of the creeks, rivers, and drainage systems, leading to flooding in many areas. Once the power was restored and flooding had receded, the state worked to secure FEMA funding, and procure contractor assistance with debris and hazardous tree removal. The quantities of debris left behind were far more than they were capable of handling with in-house or force account labor.

TFR Enterprises was awarded a contract by the Kentucky Transportation Cabinet in May of 2021 to remove ice storm and flood debris from state rights-of-way in ten eastern Kentucky counties. TFR management arrived on site within 24 hours of contract activation and immediately started mobilizing equipment. TFR crews removed more than 100 tons of debris within the first 72 hours following the notice to proceed.

Because of the region's geography, which includes steep embankments, high rock walls, deep valleys, and small winding roads, TFR needed to use specialized equipment to fully service the client's needs. A fleet of excavators, skilled operators, grapple trucks, sawmen, and traffic control personnel were deployed. Over 14,000 tons of garbage and thousands of hazardous trees were removed by these crews, who worked nonstop. TFR cleared more than double the expected

quantities of debris from KYTC rights-of-way in the first 30 days of work. TFR's capacity to overcome any hurdles while exceeding our client's expectations were demonstrated throughout the contract, resulting in the effective completion of the work for which we were tasked.

Key Personnel Assigned to this Project	Role	Contact Information
Sharon Lyell	Operations Manager	(512) 576-3000
Tiffany Jean	Contract Manager	(512) 565-0710
Roger Barfield	Project Manager	(512) 868-0568
Melvin Utterback	Project Manager	(606) 776-9782

**Event: Derecho – Severe Storms, FEMA-4557-DR**



**Iowa Department of  
Homeland Security**

**Jordan Moser  
Strategic Planner  
6100 NW 78<sup>th</sup> Avenue  
Johnston, IA 50131  
(515) 323-4246**

**Performance Dates:  
08/2020 to 02/2021**

**DEBRIS VOLUME: 1,600,000 CUBIC YARDS**

**CONTRACT VALUE:  
\$7,722,536.00**

On August 10, 2020, an unprecedented wind event caused enormous destruction over a large portion of the State of Iowa. In response to this storm, TFR Enterprises was awarded the Derecho debris clean-up contract administered by the Iowa Department of Homeland Security. Due to the unparalleled nature of this storm, storm response rollout was slow as making the right decisions rightfully trumped quick decisions.

A mixture of communities self-performing the debris collection in the ROW combined with independent contractors hired independently to perform debris collection services led to an ambiguity in the ever-expanding scope of the job. Initial responses from communities seeking the state’s help started at approximately 20 communities in 8 counties and as the debris reduction work and subsequent mulch haul outgained traction, that list quickly ballooned to 45 communities in 15 counties across the state. Initial estimates for the master agreement were in the 600,000-800,000 cubic yards of debris to process but at completion, fell just shy of 1,400,000 yards of reduced and disposed of vegetative debris.

As we settled into the final scope of work, TFR staff began working with local community points of contact to eliminate any issues that would cause delays in the performance of the work. Our staff researched and secured locations for final mulch disposal and coordinated with Iowa DNR to ensure each site passed the requirements necessary for an FDS designation. Once these locations

**Testimonial**

“The professionalism, knowledge, insight, and work ethic, displayed by TFR Enterprises’ staff is a tribute to your company and is in keeping with the highest standards of emergency response contractors everywhere.” Jordan Moser



were state-approved, TFR staff coordinated with the state-appointed monitoring firm to eliminate potential inefficiencies and ensure monitoring staff and equipment were positioned at the necessary sites. Once all site prep had been completed, production and support equipment was placed on-site to begin debris reduction. Following a 3-4 day grinding lead time, our fleet of 8 mulch haul-out trucks followed the debris reduction crews onto the site. These 8 trucks were able to efficiently haul and dispose of approximately 300,000 yards of mulch debris at FDS sites ranging from 4-55 miles from DMS while working around inclement weather deterrents.

Due to the widely varying size of communities requesting the work, TFR staffed and equipped crews to simultaneously reduce and/or haul debris from 6 different sites. This staffing arrangement gave us the ability to consolidate multiple grinding crews with up to several hundred thousand cubic yards of debris, and at completion, enabled us to disperse crews back to smaller communities in the area. We are certainly pleased to have served a small part in helping Iowans return to normal life absent large piles of vegetative debris on every street corner and feel quite accomplished that the project was completed in the safest, most efficient, and most effective way possible.

Key Personnel Assigned to this Project	Role	Contact Information
Scott Graby	Project Manager	(615) 456-7302
Sharon Lyell	Operations Manager	(512) 576-3000
Tiffany Jean	Contract Manager	(512) 565-0710
Scott Argiro	COO	(512) 260-3322

## Event: Hurricane Florence, FEMA-4393-DR



### North Carolina DOT

**Jeffrey L. Garrett**  
**Pender County**  
**Maintenance Engineer**  
**401 North Smith Street**  
**Burgaw, NC 28425**  
**(910) 259-5413**

**Performance Dates:**  
**11/2018**

**DEBRIS VOLUME: 180 CREWS FOR HOURLY CUT & TOSS**

**CONTRACT VALUE:**  
**\$2,613,534.00**

In September 2018, weather forecasters were preparing the coast of North Carolina for the “storm of a lifetime” Hurricane Florence. Three months before the formation of Florence, TFR was awarded the Pre-Event Contract with the North Carolina Department of Transportation for Emergency Cut & Shove services. TFR had a kickoff meeting shortly after the award to go over the scope of the contract and meet and greet. We expressed to the department that we had just provided over 50 cut and toss crews to Florida DOT after Hurricane Irma, to reassure them that we are not only experienced but have very recent experience in emergency roadway clearance. Three months later, TFR Project Management mobilized to North Carolina on September 12, 2018, in response to Florence. We met with key members of NCDOT to prepare for TFR’s response to debris-ridden state roads. It was determined by NCDOT and TFR after reviewing the State Maps

### Testimonial

“This Hurricane, and the devastation it left behind, will stick with me the rest of my life. I hope that we never experience another storm event with the same potential for destruction. However, if we do, the assurance knowing that TFR Enterprises is ready to provide their professional services, gives us the confidence we need to weather another storm.” Jeffrey Garrett

that for the 6 counties under contract, they each needed thirty crews. The contract defined a push crew as 4 people; a bobcat with an operator, 2 saw men/flaggers, and one supervisor with a pickup. TFR immediately activated resources from its extensive database on standby: 180 bobcats and 720 personnel. Immediately upon Florence’s winds reducing to less than 40 MPH, those resources were mobilized to their assigned county and began clearing roadways. This was one of the largest and most expedient push crew responses in TFR’s 32 years of disaster response. Many of the counties, if not all of them: Pender, Onslow, New Hanover, Brunswick, Sampson, and Duplin had severe flooding and power outages. One of the serious obstacles TFR faced with this catastrophe was the logistics of housing 720 people. Minimal hotels had power, and those had no rooms. TFR was able to engage with



local business owners as well as state offices to secure housing when the state was virtually shutting down the road by road. With that said, it never affected our crew's ability to maintain a speedy recovery and provide the client with the help they desperately needed. TFR also arranged close coordination with local and state electric authorities to report any major electrical concerns and to expedite the electrical restoration work. All agencies were contacted, and introductions were made 48 hours before landfall. This was essential, as the majority of these counties had, standing floodwaters, downed trees, and debris, as well as live electrical lines often in the same location. With those obstacles addressed in the pre-event planning stages North Carolina DOT, with the help of TFR, was able to transition from disaster response to disaster recovery with minimal time and impact on the communities affected.

Key Personnel Assigned to this Project	Role	Contact Information
Roger Barfield	Project Manager	(407) 868-0568
Steven Vinyard	Project Manager	(512) 619-1087
Melvin Utterback	Project Manager	(606) 776-9782
Rigo Mejia	Project Manager	(512) 779-7722
Kevin Rolison	Project Manager	(512) 944-8766
Julie Rowland	CFO	(512) 751-9799
Sharon Lyell	Operations Manager	(512) 576-3000
Tiffany Jean	Contract Manager	(512) 565-0710

**Event: Hurricane Michael, FEMA-4399-DR****Tyndall Airforce Base**

**Johnny Walker**  
**Contracting Officer**  
**501 Airey Avenue**  
**Suite 5**  
**Tyndall AFB, FL 32403**  
**(850) 283-1378**

**Performance Dates:**  
**02/2019 to 04/2019**

**DEBRIS VOLUME: WORK ORDER 1: REDUCTION & HAUL OUT OF  
 151,000 CY OF VEGETATIVE DEBRIS.  
 WORK ORDER 2: 71,500 OPERATOR & EQUIPMENT HOURSE**

**CONTRACT VALUE:**  
**\$13,669,959.00**

On October 10, 2018, less than one month after Florence made landfall, Hurricane Michael showed up on the Florida Panhandle as a Category 4 hurricane. Michael presented the strongest winds to make US landfall since Andrew in 1992, and the damage was evident. TFR was mobilized to Florida but rode out the storm well out of the destruction way. TFR must always ensure the equipment and management is not in a dangerous position, as we cannot risk the absence of it in response. TFR's management immediately headed to Tyndall Air Force Base to help. TFR had just finished responding to Camp LeJeune and Cherry Point military installations after Hurricane Florence, so we are very familiar with the processes, procedures, and needs of these facilities. Although the base was a disaster area and looked as if combat had just ended, TFR immediately mobilized all requested resources and we were working 5 days after landfall, clearing roadways, and removing hazardous trees and hazardous limbs. We completed several work orders, vegetative and construction and demolition debris removal, tree trimming and removal, reducing the vegetative debris by grinding and haul out and disposal of C&D and Vegetative mulch. TFR was able to recycle the vegetative debris and metal material as recycling any debris that can avoid the landfills is one of our top company goals. One of the obstacles that TFR experienced in performing this project was access to the base. There key problem with base access was that several different procedures were being used for granting access. There was a separate contractor involved so it was not done directly by the military and communications were an issue. We worked very closely with the base and the security contractor to resolve the base access issues so the work would not be interrupted, delayed, or stopped completely. Another obstacle that presented itself was the wide variety of materials that this monstrous storm created. TFR houses a staff of highly trained individuals who are proficient in the identification, removal, and storage of all

materials that are incidental to a natural or man-made disaster. TFR provided project managers with experience in military base operations to meet the expectations of the base OPSEC office. Safety and security are high priorities within TFR organization and management as well as teamwork, and teamwork is what it takes to get the job done. We were honored to help our US military facilities recover from the devastation of the 2018 Hurricanes that made US landfall.

Key Personnel Assigned to this Project	Role	Contact Information
Roger Barfield	Project Manager (Safety)	(407) 868-0568
Steven Vinyard	Project Manager (Hauling)	(512) 619-1087
Melvin Utterback	Project Manager (Hauling)	(606) 776-9782
Rigo Mejia	Project Manager (Grinding)	(512) 779-7722
Kevin Rolison	Project Manager (Tree Removal)	(512) 944-8766
Sharon Lyell	Operations Manager	(512) 576-3000
Tiffany Jean	Contract Manager	(512) 565-0710

**Event: Severe Storms, FEMA-4416-DR****Texas DOT****Lori Wagner**  
**Contract Manager**  
**7901 North IH35**  
**Building 2**  
**Austin, TX 78753**  
**(512) 832-7057****Performance Dates:**  
**10/2018 to 08/2019****DEBRIS VOLUME: 13,838 OPERATOR & EQUIPMENT HOURS****CONTRACT VALUE:**  
**\$7,532,510.00**

September 2018 was the wettest in Texas history. Across Central Texas and the Hill Country, heavy rains led to catastrophic flooding. The floods caused a bridge on FM 2900 in Kingsland Texas to collapse and fall into the surrounding water, Lake LBJ. This surrounding water is used for recreational boating which is essential to the local economy. This bridge is about a quarter-mile long and serves as one of the main thoroughfares for the city.

TFR was contracted by the Texas Department of Transportation, TXDOT, to remove the bridge pieces and other hazardous debris from the water so a new bridge could be constructed, and the public could begin to use the lake again. To perform this work in a timely matter, TFR placed excavators and cranes onto barges to help remove the debris while hiring divers to help locate the debris. TFR had 23 individual barges, two excavators on the barges, a 30-ton crane, two-three teamed dive crews, and multiple pieces of heavy equipment. TFR has removed debris from the collapsed bridge as deep as 39 feet under the surface of the water.

TFR is operating two sites, the first is on the barge and is used to pull debris from the water and temporarily stockpile it. Each barge holds an excavator, a 30-ton crane, and various other pieces of equipment that are used to remove the debris, along with TFR personnel and the divers. The other various equipment is specialty types used for breaking the larger pieces of the bridge into smaller, more manageable sizes. After the debris is placed on the barge it is transported to our second site, the segregation site, which is on land. At the segregation site, there are self-loading grapple trucks (knuckle booms), excavators, wheel loaders, and personnel that oversee separating debris by types: C&D, vegetative, concrete, metals, etc. After

separating the debris, our knuckle booms load and haul the debris to the final disposal sites or crush debris for reuse such as crushed concrete and recycled metals.

As previously mentioned, TFR has acquired various types of specialty equipment to remove the debris efficiently and safely. The collapsed sections were long, heavy, and irregularly shaped. The concrete is reinforced with rebar which makes it harder to break into pieces and even heavier. This new specialized equipment helps with cutting through the rebar, so the pieces become smaller and easier to remove. This has included new attachments for the company-owned excavators and renting equipment for the divers to use. TFR has purchased a concrete crusher attachment for the excavators to speed up the process of breaking the larger pieces of the bridge into smaller pieces that can be removed. This crusher can be submerged in water and break the concrete to reveal the rebar within it. Then the crusher also has powerful shears to cut the rebar safely and quickly which creates a smaller piece of the bridge that is removed with the crane. The divers are also using diamond saws that can be completely submerged to quickly cut through large pieces of debris making them more manageable to remove. Other equipment that has been procured by TFR includes a specialty plasma cutter that can be safely used underwater to cut pieces of rebar that the crusher or diamond saw cannot reach.

TXDOT and TFR have been working closely together to ensure all eligible debris is removed safely and efficiently. TXDOT contracted TFR to assist the company that was contracted to replace the bridge. The other company needed help in removing the previous bridge's footers that were still intact. TFR quickly moved our working barge with the help of a few tugboats to the new site and removed the footers. The footers, like the pieces of bridge, were broken into smaller pieces and removed from the water. These footers were the deepest debris removed at 39 feet and required two dive teams to operate two diamond saws and the specialty welder. TFR efficiently removed the footers from the site so the other company could begin their contracted work.

Key Personnel Assigned to this Project	Role	Contact Information
Roger Barfield	Safety Officer	(407) 868-0568
Chet Irby	Project Manager	(816) 935-2719
Rigo Mejia	Operator	(512) 779-7722
Sharon Lyell	Operations Manager	(512) 576-3000
Tiffany Jean	Contract Manager	(512) 565-0710



**Event: Hurricane Maria, FEMA-4339-DR**



**Puerto Rico DOT**

**Elias Tirado Huertas**  
**Director**

**Box 41269**

**Minillas Station**

**San Juan, PR 00940**

**(787) 722-2929**

**Performance Dates:**

**12/2017 to 12/2018**

**DEBRIS VOLUME: 494,974 CY OF DEBRIS REMOVAL AND 39,411  
HAZARDOUS TREE REMOVALS**

**CONTRACT VALUE:**  
**\$35,404,180.00**

In 2017, TFR was tasked by the Department of Transportation of Puerto Rico, with the debris removal and hazardous tree abatement for the eastern quadrant of the island. This included a wide-spread area encompassing 15 major towns, many miles of rural roads, and “El Yunque”, the only rain forest in the United States Forest System. This area was devastated by cat 5 Hurricane Maria, which brought landslides, flooding, and extensive wind damage. Upon activation TFR quickly mobilized a team of project, safety, and quality control managers to assess the area and plan the best strategy for recovery. Our managers first segmented the island into 5 regions, with each region reporting bi-daily to the project superintendent. TFR coordinated directly with all entities such as DTOP, NFS, and NPS to determine their priorities and build the foundation for our mission planning. This allowed our team to cater resources to where they were needed the quickest and provided a seamless line of communication across the entire project. Once management and assessments were in place, TFR deployed over 40 experienced arborists to begin removing downed and hazardous trees in areas where power had not yet been restored. By forming business relationships with state-side freight companies, we were able to rapidly deploy numerous self-loaders, tracked machines, and other important support equipment by barge, with minimal delay to the task at hand. We partnered with local labor providers to ensure a large pool of general labor availability to meet the demands of our client in the timeliest manner. Using in-house resources, continuing sub-contract agreements, and local resources TFR was able to staff hundreds of qualified individuals within a matter of days, and begin recovery operations almost immediately following our NTP. Each region was assigned multiple safety officers to ensure that we maintained a 0% reportable injury rate, as well as to train new hires during the fast-paced onboarding. These safety officers performed daily tailgate meetings, insured traffic control guidelines were

followed, and provided for the overall safety of the workers in their respective districts. All safety officers were responsible for implementing the approved AHA/JSA guidelines. This job safety analysis was reviewed by the QCO throughout the project and revised to reflect unforeseen hazards that arose during the mission. After these revisions were made the QC department performed regional training sessions to ensure that all safety officers as well as general employees, were aware of the amendment or addition. Any safety concerns or issues with each sector were reported back to the Regional Quality Control Officer daily. These allowed problems arising in one area to be potentially circumvented in other areas of the project ahead of time.

Our team worked hand and hand with our Leander, Texas headquarters to ensure that all supplies, housing, and logistical needs were streamlined. This support staff was an integral part of ensuring efficient operations given their ability to secure vital resources on a day-to-day basis, many times on short notice. All support staff from HR to the Contract Administrator maintained around-the-clock availability, allowing them to provide our team with the assistance they needed when they needed it. These off-site team members were able to procure land use agreements, coordinate subcontractor dispatching, and build vendor partnerships that eased the burden for on-site managers, allowing them to focus on completing the mission. Through clear communications, precise planning, adaptability, and team coordination we successfully removed, reduced, and disposed of more than 494,000 cubic yards of debris and over 39,000 hazardous trees. Crews worked seven days a week and employees were staggered to prevent fatigue and maintain productivity. Our QC Officers made daily status checks with TFR regional project managers as well as the client. Each Officer's task was project-area specific. This allowed for all work performed to be verified and either corrected or approved, immediately following its completion. With detailed reporting from our quality control department, transparency between operations and safety managers, and constant communication with headquarters as well as the client, TFR restored a sense of normalcy to an area that was devastated. Our management system and company policies proved to accomplish this with the shortest impact on the local community, as well as the lowest cost to the Department of Transportation.

Key Personnel Assigned to this Project	Role	Contact Information
Roger Barfield	Safety Officer	(407) 868-0568
Rigo Mejia	Project Manager (Tree Removal)	(512) 779-7722
Sharon Lyell	Operations Manager	(512) 576-3000
Tiffany Jean	Contract Manager	(512) 565-0710

**Event: Hurricane Irma, FEMA-4337-DR**



**City of Plantation**

**Steve Rodgers**

**Director of Public Works**

**400 NW 73<sup>rd</sup> Avenue  
Plantation, FL 33317  
(954) 452-2535**

**Performance Dates:**

**09/2017 to 12/2017**

**DEBRIS VOLUME: 500,000 CY OF DEBRIS REMOVAL AND 12,000  
HAZARDOUS TREE, LIMBS, AND STUMP REMOVALS**

**CONTRACT VALUE:  
\$8,200,063.00**

The 2017 hurricane season was an extremely active year with multiple large-scale disasters impacting the United States mainland. Upon the landfall of Hurricane Harvey causing widespread damages throughout the western gulf coast, TFR was activated to assist the Texas Dept. of Transportation with debris removal operations in many areas of the state. Within two weeks of these activations, disaster struck again with the south Florida landfall of Hurricane Irma. Making initial impact near the Florida Keys, as a category 4 storm and moving rapidly inland, this cyclone brought with it widespread power outages and countless: downed, snapped, and uprooted trees throughout the state. TFR held a pre-event, secondary contract with the City of Plantation, Florida. However, when this catastrophe struck, the primary contractor did not respond. Within 24 hours of receiving NTP from our client, resources were dispatched and TFR management, as well as equipment, arrived on-site to assist with their recovery efforts. Our extensive in-house resource availability allowed us to self-perform this entire project, without the use of subcontractors, while still fulfilling our demands on other removal missions nationwide.

Given the vast amount of vegetative as well as construction and demolition debris that this storm left behind and the need to; segregate, haul, and dispose of it accordingly, TFR dispatched a variety of much-needed assistance to the area. This included numerous bobcat crews for ROW debris segregation, hazardous tree removal crews, large capacity self-loaders, and field assessors. TFR worked closely with city roadway managers to prioritize our operations planning and provide the fastest

**Testimonial**

“In 2017, Hurricane Irma devastated the City of Plantation, Florida. TFR Enterprises was successful with completing the debris removal and recovery efforts for our community.”  
Steve Rodgers



benefit to their community. The city was split into grids, allowing for maximum productivity, and simplifying the QC process. Within the first two weeks of beginning our mission, crews removed over 70,000cyds of debris from the city right-of-way system. This momentum was maintained throughout our contract. With this event occurring in early September, TFR understood our client's sense of urgency to clear this debris quickly, as hurricane season had just begun. With that in mind, crews swiftly collected and delivered for final disposal over 500,000 total cubic yards of debris as well as safely removed nearly 12,000 hazardous limbs and trees well ahead of our contractual deadline.

Recognizing the expertise, speed, and versatility that TFR encompassed, the City of Plantation amended the scope of work to include the city's floodwater management system. This work consisted of removing debris from drainage canals that had been left behind by Hurricane Irma. To accomplish this efficiently, specialized equipment was required. TFR utilized a 20-foot barge which was set into the waterways at strategic locations using a crane. This barge was equipped with a separate crane and grapple combo, which was used to collect the debris and deposit it onto loading areas for our haul units to remove and dispose of. This work was started immediately upon issuance of the amended task order and was concluded within a matter of weeks.

Our experience in disaster preparedness, proven ability to react and respond, and our strive for fast recovery, allowed us to deliver our clients with an unmatched level of service. The City of Plantation was successfully restored to pre-storm conditions, without delay, and at the minimal financial expense, setting the foundation for an ongoing government/contractor partnership.

Key Personnel Assigned to this Project	Role	Contact Information
Rigo Mejia	Project Manager	(512) 779-7722
Kevin Rolison	Project Manager (Tree Removal)	(512) 944-8766
Glen Tucker	Operations Manager	(870) 223-6053
Tiffany Jean	Contract Manager	(512) 565-0710

**Disaster Experience**

The following pages document TFR's extensive experience within the debris removal industry over the past fourteen (14) years, including the season, storm, contract terms, and contract amounts. Simply put, this is ALL we do. We are dedicated to our trade as a disaster relief and recovery contractor. As we have stated before, TFR takes extreme pride in conducting ourselves with professionalism, completing projects on time and within project requirements, and fulfilling the desires and wants of our clients. In the end, we always remember our reputation is all we have to sell.

Client	State	Event	Final Project Cost	Volume	Performance Period	POC	Phone Number	Email	Services Provided
USDA	KY	Avian Flu	\$10,800	1,200 CY	02/22 to 02/22	Bill Graham	615-210-0617	billy.m.graham@usda.gov	Vegetative Reduction by Grinding, and Haul Out
Fulton County	KY	Tornado	\$350,000	30,000 CY	01/22 to 02/22	Jim Martin	270-559-0192	fcje@bellsouth.net	ROW Debris Removal, Hazardous Trees & Stumps Removal, Reduction, and Disposal
Marion County	OR	Winter Storm	\$1,355,580	10,000 CY / 5525 trees	11/21 to 04/22	James Wharton Hess	503-566-4139	jwhartonhess@co.marion.or.us	ROW Debris Removal, Hazardous Tree Removal
Hidalgo County	TX	Ice Storm	\$630,000	93,600 CY	09/21 to 01/22	Hector Garcia	956-318-2626	hector.garcia1@co.hidalgo.tx.us	ROW Debris Removal
City of Bogalusa	LA	Hurricane Ida	\$ 82,656.00	13,225 CY	09/21 to 10/21	Robert Wallace	985-732-6213	robert.wallace@bogalusa.org	ROW Debris Removal, Reduction, and Disposal
Village of Folsom	LA	Hurricane Ida	\$ 50,669.00	5,835 CY	09/21 to 10/21	Marga Steele	985-796-5607	margasteel@villageoffolsom.com	ROW Debris Removal, Reduction, and Disposal
Town of Madisonville	LA	Hurricane Ida	\$ 310,544.00	27,733 CY 180 Hazardous Tree	09/21 to 10/21	Kyle Matthews	985-264-9862	kylem@townofmadisonville.org	ROW Debris Removal, Disposal, & Hazardous Trees
Iowa DOT	IA	Derecho	\$ 79,343.00	12,340 CY	07/21 to 07/21	Jody McNaughton	515-239-1298	jody.mcnaughton@iowadot.us	Vegetative Debris Reduction and Haul Out
Sac & Fox Tribe of the Mississippi	IA	Derecho	\$ 48,750.00	13,000 CY	07/21 to 07/21	Mark V. Bear	641-484-4678	Mark.vbear@meskwaki-nsn.gov	Vegetative Debris Reduction by Grinding
TXDOT-Kingsland	TX	Storms & Flooding	\$ 289,000.00	112 CY	06/21 to 06/21	Joe Muck	512-715-5702	joe.muck@txdot.gov	Waterway Debris Removal of Collapsed Bridge
Boyd County	KY	Ice Storm	\$ 103,680.00	192 Hours	06/21 to 06/21	Jason Queen	606-393-1801	jqueen@boydcountky.gov	Reduction of Vegetative Debris
KYTC-Kentucky Transportation Cabinet	KY	Ice Storm	\$ 4,297,152.00	36,050 Tons	05/21 to 10/21	Laura Hagan	502-782-3980	Laura.hagan@ky.gov	Debris Removal, Reduction, and Site Restoration
City of Eunice	LA	Hurricane Laura	\$ 102,260.00	11,490 CY	04/21 to 05/21	Paul Carrier	337-305-1635	pccarrier@yahoo.com	ROW Debris Removal
City of Bastrop	LA	Hurricane Laura	\$ 946,770.00	99,660 CY	03/21 to 06/21	Diane Lenoir	318-283-3301	ddlenoi@cityofbastrop.com	ROW Debris Hauling, Reduction, and Disposal
TXDOT-Travis County	TX	Ice Storm	\$ 186,182.00	8,950 CY	03/21 to 09/21	Jacob Wells	512-304-8122	Jacob.wells@txdot.gov	ROW Debris Removal and Disposal
City of Corpus Christi	TX	Ice Storm	\$ 671,580.00	74,620 CY	03/21 to 04/21	Gabriel Maldonado	361-826-1986	gabrielm3@octexas.com	ROW Debris Removal and Disposal
Hancock County	MS	Hurricane Zeta	\$ 590,696.00	64,520 CY	12/20 to 03/21	Ben Benvenuti	228-368-4786	ben@ecellc.us	ROW Debris Removal and Disposal
City of Choctaw	OK	Ice Storm	\$ 375,000.00	81,694 CY	02/21 to 04/21	Loren Bumgarner	405-390-8300	lbumgarner@choctawcity.org	ROW Debris Removal and Disposal
Oklahoma City	OK	Ice Storm	\$ 1,450,493.00	3,680 Tons	01/21 to 05/21	Greg Little	405-297-2105	greg.little@okc.gov	Debris Removal from City Drainage Channels
Oklahoma City	OK	Ice Storm	\$ 351,505.00	1,770 Tons	02/21 to 06/21	Jacob Webb	405-919-4169	Jacob.webb@okc.gov	Removal of Debris from City Parks
City of Enid	OK	Ice Storm	\$ 680,635.00	5,770 Tons	12/20 to 01/21	Everett Glenn	580-747-2677	eglenn@enid.org	ROW Debris Removal and Disposal
City of Blanchard	OK	Ice Storm	\$ 730,085.00	137,752 CY	01/21 to 03/21	Robert Floyd	405-485-9392	citymanager@cityofblanchard.us	ROW Debris Removal and Disposal
City of Norman	OK	Ice Storm	\$ 4,054,876.00	572,400 CY 9,995 Hazardous Trees	10/20 to 02/21	Tony Mensah	405-329-2524	tony.mensah@normanok.gov	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal

City of Citronelle	AL	Hurricane Zeta	\$ 942,531.00	75,400 CY 2,618 Hazardous Trees	01/21 to 02/21	Tanya Williams	251-866-7977	mayor@cityofcitronelle.com	ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal
ALDOT-Dallas County	AL	Hurricane Zeta	\$ 1,612,114.00	35,000 CY 6,990 Hazardous Trees	12/20 to 04/21	David Bohannon	334-269-2311		ROW Hauling, Hazardous Tree Removal, Grinding and Final Disposal
City of Robertsdale	AL	Hurricane Sally	\$ 2,508,447.00	156,592 CY Hauled 263,819 CY Reduced	09/20 to 03/21	Gregory Smith	251-947-8955	gregsmith@robertsdale.org	ROW Hauling, Grinding, and Final Disposal
City of Beaumont	TX	Hurricane Beta	\$ 244,625.00	Hauling Daily Rate	10/20 to 11/20	Patrick Bardwell	409-880-3720	Patrick.Bardwell@BeaumontTexas.gov	ROW Hauling
Rapides Parish	LA	Hurricane Laura	\$ 7,364,356.00	692,024 CY	09/20 to 05/21	Corey Ashmore	318-729-5663	cashmore1@rppj.com	ROW Hauling, Grinding, and Final Disposal
City of Ruston	LA	Hurricane Laura	\$ 108,322.00	15,078 CY	09/20 to 10/20	John Freeman	318-245-2398	JFreeman@ruston.org	ROW Hauling
Louisiana DOT	LA	Hurricane Laura	\$ 50,777,879.00	3,095,700 CY	09/20 to 05/21	Seth Matherne	225-719-3424	Seth.Matherne@la.gov	ROW Hauling, Hazardous Tree Removal, Grinding, and Final Disposal
City of Beaumont	TX	Hurricane Laura	\$ 149,201.00	Hourly Rental	08/20 to 09/20	Patrick Bardwell	409-880-3720	Patrick.Bardwell@BeaumontTexas.gov	Rental Equipment
Iowa Dept. of Homeland Security	IA	Derecho Contract #21074 & #21214	\$ 7,722,536.00	1,600,000 CY	09/20 to 02/21	Jordan Moser	515-323-4246	jordan.moser@iowa.gov	Reduction on Vegetative Debris
City of Cedar Rapids	IA	Derecho	\$ 10,571,166.00	3,571,339 CY	09/20 to 08/21	Taylor Burgin	319-491-4163	t.burgin@cedar-rapids.org	Reduction of Vegetative Debris
City of Corpus Christi	TX	Hurricane Isaias	\$ 575,820.00	64,000 CY	08/20 to 09/20	Gabriel Maldonado	361-244-6264	gabrielm3@cctexas.com	ROW Hauling
City of Norman	OK	Severe Storms	\$ 150,910.00	891 Crew Hours	07/20 to 08/20	Tony Mensah	405-329-2524	tony.mensah@normanok.gov	ROW Hauling
TXDOT-Montague County	TX	ROW Maintenance	\$ 335,907.00	28 Miles ROW Maintenance 362 Tree Removals	01/20 to 07/20	Mike Hallum	940-665-5071	Mike.Hallum@txdot.gov	ROW Removal of Brush and Hazardous Trees, Under Bridge Debris
NCDOT, Carteret, Craven, Jones & Pamlico Counties	NC	Hurricane Dorian	\$ 206,000.00	100,000 CY	11/19 to 01/20	Jeremy Stroud	252-775-6103	jdstroud@ncdot.gov	ROW Hauling and Reduction of Debris
City of Ingleside	TX	Hurricane Harvey	\$ 26,568.00	100,000 CY 1,000 Hazardous Trees	11/19 to 11/19	Kimberley Sampson	361-776-2517	KSampson@InglesideTX.gov	PPDR Debris & Hazardous Tree Removal
City of Beaufort	NC	Hurricane Dorian	\$ 116,383.00	100,000 CY 1,000 Hazardous Trees	10/19 to 10/19	Christi Wood	252-728-2141	cwood@beaufortnc.org	ROW Hauling, Hazardous Tree Removal, Grinding, and Final Disposal
NCDOT-Duplin County	NC	Hurricane Dorian	\$ 17,825.00	35 Crew Hours	09/19 to 09/19	Kevin Bradshaw	910-682-5100	ckbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDOT-Onslow	NC	Hurricane Dorian	\$ 32,337.00	63.5 Crew Hours	09/19 to 09/19	David Sawyer	910-467-0550	dsawyer@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDOT-Pender County	NC	Hurricane Dorian	\$ 43,795.00	86 Crew Hours	09/19 to 09/19	Patrick Riddle	910-467-0505	priddle@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDOT-Sampson County	NC	Hurricane Dorian	\$ 18,587.00	36.5 Crew Hours	09/19 to 09/19	Kevin Bradshaw	910-682-5100	ckbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance
City of Beaumont	TX	Tropical Storm Imelda	\$ 143,000.00	Roll off Trucks at Daily Rate, 166 Total	09/19 to 10/19	Patrick Bardwell	409-880-3720	Patrick.Bardwell@BeaumontTexas.gov	ROW Hauling
Donalsonville	GA	Hurricane Michael	\$ 136,230.00	47,800 CY	08/19 to 09/19	Steven Powell	850-209-4165	stephen.powell@gmcnetwork.com	Vegetative Debris Reduction by Grinding
Raleigh	NC	Hurricane Florence	\$ 125,056.00	42,000 CY	02/19 to 03/19	Timothy Gainer	919-625-3175	Timothy.Gainer@raleighnc.gov	Vegetative Debris Reduction by Grinding
Columbus County	NC	Hurricane Florence	\$ 318,000.00	40,000 CY	02/19 to 03/19	Harold Nobles	910-642-5257	hnobles@columbusco.org	Vegetative Reduction by Grinding, and Disposal
Tyndall Airforce Base	FL	Hurricane Michael	\$ 2,314,186.00	151,000 CY	01/19 to 04/19	Johnny Walker	850-283-1378	johnny.walker.4@us.af.mil	Debris Removal and Final Disposal
TXDOT-Lee County	TX	Texas Severe Storms & Flooding	\$ 61,392.00	1,600 CY	12/18 to 01/19	Lori Wagner	512-832-7057	Lori.Wagner@txdot.gov	ROW Debris Removal and Under Bridge Debris Removal

Llano County	TX	Texas Severe Storms & Flooding	\$ 1,015,669.00	18,500 CY	11/18 to 01/19	Billy Carney	325-423-2762	billy.carney@co.llano.tx.us	ROW Debris Removal and Final Disposal
TXDOT-Llano County	TX	Texas Severe Storms & Flooding	\$ 49,952.00	1,100 CY	10/18 to 10/18	Billy Carney	325-423-2762	billy.carney@co.llano.tx.us	ROW Debris Removal
TXDOT-Kingsland	TX	Texas Severe Storms	\$ 7,532,510.00	13,838 Operator & Equipment Hours	10/18 to 07/19	Lori Wagner	512-832-7057	Lori.Wagner@txdot.gov	Waterway Debris Removal of Collapsed Bridge
(KBR) Tyndall Airforce Base	FL	Hurricane Michael	\$ 11,355,773.00	71,500 Operator & Equipment Hours	10/18 to 01/19	Bee Trajkovski	713-753-5872	brankica.trajkovski@kbr.com	AFB Emergency Debris Hauling & Reduction
New Hanover County	NC	Hurricane Florence	\$ 175,365.00	128 Total Day Rate Operator & Equipment	12/18 to 02/19	Kim Roane	910-798-4402	KRoane@nhcgov.com	Landfill Debris Management
(EEC) Camp Lejeune	NC	Hurricane Florence	\$ 1,240,865.00	560 Total Day Rate Operator & Equipment	10/18 to 11/18	Dan McFerrin	720-635-2237	dmcFerrin@ecc.net	Utility Right of Way Trimming
(EEC) Camp Cherry Point	NC	Hurricane Florence	\$ 944,455.00	378 Total Day Rate Operator & Equipment	09/18 to 09/18	Craig Duncan	210-632-2493	cduncan@ecc.net	Tree Trimming, Hauling, and Debris Reduction
NCDOT-Brunswick	NC	Hurricane Florence	\$ 567,450.00	30 Crews, 1,170 Total Hours	09/18 to 09/18	Patrick Riddle	910-467-0505	priddle@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDOT-Columbus County	NC	Hurricane Florence	\$ 227,576.00	30 Crews, 1,548 Total Hours	09/18 to 09/18	Ken Clark	910-642-3760	klclark@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDOT-Duplin County	NC	Hurricane Florence	\$ 496,398.00	28 Crews, 1,023.5 Total Hours	09/18 to 09/18	Kevin Bradshaw	910-682-5100	ckbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDOT-Onslow County	NC	Hurricane Florence	\$ 346,896.00	26 Crews, 761.25 Total Hours	09/18 to 09/18	David Sawyer	910-467-0550	dsawyer@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDOT-Pender County	NC	Hurricane Florence	\$ 464,751.00	30 Crews, 958.25 Total Hours	09/18 to 09/18	Jeff Garrett	910-259-5413	jlgarrett@ncdot.gov	Emergency Cut & Shove Road Clearance
NCDOT-Sampson County	NC	Hurricane Florence	\$ 2,895,617.00	30 Crews, 777 Total Hours, and 14,000 Tons of Debris Hauled & Disposed	09/18 to 09/18	Kevin Bradshaw	910-682-5100	ckbradshaw@ncdot.gov	Emergency Cut & Shove Road Clearance, Hauling, and Final Disposal
NCDOT-New Hanover County	NC	Hurricane Florence	\$ 510,463.00	30 Crews, 1,033.5 Total Hours	09/18 to 09/18	Chris Cocker	910-387-2128	cacocker@ncdot.gov	Emergency Cut & Shove Road Clearance
(EEC) Parris Island	SC	Hurricane Florence	\$ 66,650.00	2 Debris Removal Crews and 1 High Voltage Line Crew	09/18 to 09/18	Barbara Grownney	201-953-2790	BGrownney@ecc.net	Debris Removal & Hazardous Trees on Base
Port Aransas	TX	Hurricane Harvey	\$ 1,051,818.00	11,220 CY	08/18 to 09/18	Leo Wood	228-224-2156	hwood@broadusassociates.com	Nature Preserve Debris Removal - Waterway
USACE	CA	California Floods	\$ 6,251,020.00	45,369 CY	02/18 to 03/18	James Constantino	213-452-3237	James.M.Constantino@usace.army.mil	Flood Creeks/Channels Debris Hauling
USACE	CA	California Floods	\$ 2,379,000.00	13,051 CY	02/18 to 03/18	Tracy Eccles	661-265-7222	tracy.leccles@usace.army.mil	Flood Basin Debris Removal
Puerto Rico DOT	PR	Hurricane Maria	\$ 35,404,180.00	494,974 CY 39,411 Hazardous Trees	12/17 to 12/18	Elias Huertas	787-380-7078	ETirado@dot.pr.gov	ROW Debris Removal, Tree Trimming, Hauling, and Disposal
Miami-Dade	FL	Hurricane Irma	\$ 4,450,000.00	104,500 CY	12/17 to 04/18	Jennyfer Calderon	305-375-5312	Jennyfer.Calderon@miamidade.gov	ROW Hauling and Reduction of Debris
Florida Turnpike	FL	Hurricane Irma	\$ 2,404,647.00	740 CY 5,436 Hazardous Trees	09/17 to 10/17	Maria Connolly	954-934-1209	Maria.Connolly@dot.state.fl.us	ROW Debris Removal, Tree Trimming, Hauling, and Disposal
FLDOT District 01	FL	Hurricane Irma	\$ 6,934,050.00	77,500 CY 5,625 Hazardous Trees	09/17 to 11/17	Amy Perez	863-519-2316	Amarily.Perez@dot.state.fl.us	ROW Debris Removal, Tree Trimming & Removal, Reduction, and Disposal
FLDOT District 02	FL	Hurricane Irma	\$ 2,682,704.00	18,736 CY 6,419 Hazardous Trees	09/17 to 11/17	Jennifer Curls	386-961-7561	Jennifer.Curls@dot.state.fl.us	ROW Debris Removal Tree Trimming, Hauling, and Disposal

FLDOT District 05	FL	Hurricane Irma	\$ 3,018,580.00	45,000 Debris Removed, 918 Miles Street Sweeping and 4,500 Hazardous Trees	09/17 to 02/18	Victor LoPiccolo	386-943-5287	Victor.LoPiccolo@dot.state.fl.us	Debris Removal, Tree Trimming, Hauling, Disposal, Street Sweeping, and Emergency Push Crews
FLDOT District 07	FL	Hurricane Irma	\$ 46,704.00	1,700 CY 68 Hazardous Trees	09/17 to 09/17	Anita Mountjoy	813-975-6442		ROW Debris Removal, Tree Trimming, Hauling, and Disposal
City of Plantation	FL	Hurricane Irma	\$ 8,200,063.00	500,000 CY 12,000 Limbs, Stumps, and Trees	09/17 to 02/18	Steve Rodgers	954-452-2535	SRodgers@plantation.org	ROW Debris Removal, Hazardous Limb, Tree & Stump Removal, and Waterway Debris Removal
City of Homestead	FL	Hurricane Irma	\$ 3,568,027.00	153,600 CY 3,600 Hazardous Trees, and 6,150 Hours of Emergency Push Crews	09/17 to 01/18	Maria Pineda	305-224-4772	MPineda@cityofhomestead.com	ROW Debris Removal, Reduciton, Final Disposal, Hazardous Tree & Limb Removal, Hourly Emergency Push Crews
St. John's County	FL	Hurricane Irma	\$ 622,235.00	2,100 Hazardous Hanging Limbs & Leaning Trees Removed	10/17 to 12/17	Benjamin Bright	904-209-0252	bbright@sjcfl.us	ROW Tree Trimming, Hauling & Disposal
TXDOT-Victoria	TX	Hurricane Harvey	\$ 516,582.00	30,125 CY	10/17 to 11/17	David Stephens	361-293-4341	David.stephens@txdot.gov	ROW Debris Removal and Disposal
TXDOT-Nueces County	TX	Hurricane Harvey	\$ 3,603,645.00	212,000 CY	09/17 to 12/17	Martin Horst	361-808-2261	martin.horst@txdot.gov	ROW Debris Removal, Reduction, and Final Disposal
TXDOT-Harris County	TX	Hurricane Harvey	\$ 238,150.00	13,300 CY	10/17 to 01/18	Cody McKenney	281-686-9871		ROW Debris Hauling and Disposal
City of Beaumont	TX	Hurricane Harvey	\$ 490,597.00	11,750 CY 2,100 Hours of Dump Trucks and Generators	09/17 to 10/17	Tommy Gill	832-767-8118	tgill@ci.beaumont.tx.us	Emergency Pumps and Generators & Dump Trucks, ROW Debris Removal
City of Dayton	TX	Hurricane Harvey	\$ 29,106.00	1,000 CY	10/17 to 10/17	Theo Melancon	936-258-2642	citymanager@daytontx.org	ROW Debris Removal and Disposal
City of Port Lavaca	TX	Hurricane Harvey	\$ 400,451.00	34,900 CY	10/17 to 11/17	Jody Weaver	361-827-3601	jweaver@portlavaca.org	ROW Debris Removal and Reduction
City of Sugarland	TX	Hurricane Harvey	\$ 45,601.00	2,000 CY	09/17 to 10/17	Ilana Harris	281-275-2497	iharris@sugarlandtx.gov	ROW Debris Removal and Disposal
City of Raleigh	NC	Hurricane Mathew	\$ 96,000.00	14,650 CY	02/17 to 02/17	Kelly Lindsey	919-996-2202	Kelly.Lindsey@raleighnc.gov	Debris Reduction by Grinding & Haul-Out
Port St. Lucie	FL	Hurricane Mathew	\$ 2,706,514.00	100,800 CY 5,775 Hazardous Limbs & Trees	10/16 to 02/17	Richard Perkins	772-344-4263	rperkins@cityofpsl.com	ROW Debris Removal, Reduction, & Haul-Out, Hazardous Tree, Drainage Ditch Debris Removal
FLDOT District 05	FL	Hurricane Mathew	\$ 12,299,889.00	146,805 CY 57,000 Hazardous Trees & Limbs	10/16 to 01/17	Rick Coe	386-740-3490	Frederick.Coe@dot.state.fl.us	Clearance Debris Removal, Reduction & Disposal, Hazardous Limbs & Trees Removed, Street Sweeping, Inlets Vacuuming, and Sand Hauling
FLDOT District 03	FL	Hurricane Mathew	\$ 1,480,308.00	15,600 CY 6,030 Hazardous Tree & Limbs	10/16 to 12/16	Amanda Mauldin	850-330-1364	Amanda.Mauldin@dot.state.fl.us	ROW Debris Removal, Sea Grass Removal, and Hazardous Tree Trimming
FLDOT District 02	FL	Hurricane Mathew	\$ 1,307,107.00	3,400 CY 6,650 Hazardous Trees & Limbs	10/16 to 12/16	Jennifer Smith	386-943-5367	Jennifer.Smith2@dot.state.fl.us	ROW Debris Removal & Disposal, Hazardous Tree & Limb Removal

LADOTD District 61	LA	Louisiana Severe Storms & Flooding	\$ 3,192,347.00	240,530 CY 2,043 Pounds White Goods and E-Waste Recycled	08/16 to 12/16	Mark Benton	225-379-1164	mark.benton3@la.gov	ROW Flood Debris Removal and Disposal, White Goods & E- Waste
LADOTD District 03	LA	Storms & Flooding	\$ 185,039.00	17,125 CY	09/16 to 12/16	Mark Benton	225-379-1164	mark.benton3@la.gov	ROW Flood Debris Removal and Disposal
Iberia Parish	LA	Storms & Flooding	\$ 30,025.00	2,555 CY	09/16 to 09/16	Michael Broussard	337-492-5412	mbroussard@iberiagov.net	ROW Flood Debris Removal and Disposal
Waste Management East Oak Landfill	OK	Single Contract-3 Callouts	\$ 105,000.00	70,000 CY	03/16 to 04/17	Shawn Cockrell	405-427-1112	scockrel@wm.com	Debris Reduction Services
Fort Bend County	TX	Texas Severe Storms & Flooding	\$ 423,187.00	48,010 CY 20,280 Pounds HHWand 9,885 Pounds E-Waste	06/16 to 08/16	Marc Grant	218-342-4513	Scott.Wiegath@fortbendcountytexas.gov	ROW Flood Debris Removal and Disposal, E-Waste, White Goods, HHW
Maryland Department of General Services	MD	Snowstorm	\$ 75,096.00	732 Hours	01/16 to 01/16	Denise Wade	240-205-3086	denise.wade@maryland.gov	ROW Snow Removal
Collin County	TX	Annual Contract	\$ 347,752.00	94,400 CY	06/16 to 09/16	Gary Enna	972-548-3700	genna@co.collin.tx.us	Debris Reduction Services
TXDOT	TX	Texas Severe Storms & Flooding	\$ 111,779.00	10,000 CY	11/15 to 11/15	Jamie Witten	512-585-4678	Jamie.Witten@txdot.gov	ROW Debris Removal and Disposal
Bastrop County	TX	Texas Severe Storms & Flooding	\$ 43,469.00	5,000 CY	11/15 to 11/15	Ronnie Moore	512-779-9926	ronnie@cbdcng.com	ROW Debris Removal and Disposal
City of Guthrie	TX	Ice Storm	\$ 15,000.00	10,000 CY	12/15 to 12/15	Tenny Maker	405-260-3091	tmaker@cityofguthrie.com	Debris Reduction Services
City of Edmond	OK	Ice Storm	\$ 175,000.00	58,500 CY	12/15 to 01/16	Johnny Carter	405-216-7612	jcarter@ci.edmond.ok.us	Debris Reduction Services
Guadalupe County	TX	Tornado	\$ 36,000.00	550 CY	11/15 to 11/15	Judge Kutscher	830-303-8857	Kyle.Kutscher@co.guadalupe.tx.us	ROW Debris Removal and Disposal
Texas State University	TX	Texas Severe Storms & Flooding	\$ 196,400.00	11,060 CY 370 Hazardous Limbs, Trees & Stumps	09/15 to 10/15	Joel Soto	512-245-1880	js1142@txstate.edu	Debris Removal, Reduction, and Disposal
TXDOT-Blanco, Bastrop, Caldwell, Lee and Hays County	TX	Texas Severe Storms & Flooding	\$ 374,000.00	9,916 CY	06/15 to 06/15	Jamie Witten	512-585-4678	Jamie.Witten@txdot.gov	Debris Removal from Bridges and Waterways
City of Martindale	TX	Texas Severe Storms & Flooding	\$ 94,000.00	9,050 CY	06/15 to 07/15	Jordan Powell	512-398-1811	jpow@caldwellcountync.org	ROW and Parks Debris Removal and Disposal
City of Wimberley	TX	Texas Severe Storms & Flooding	\$ 394,000.00	20,500 CY	06/15 to 09/15	Mark Kennedy	512-393-2219	mark.kennedy@co.hays.tx.us	ROW Debris Removal, Reuction, and Disposal
City of San Marcos	TX	Texas Severe Storms & Flooding	\$ 439,500.00	12,000 CY	06/15 to 09/15	Bert Stratemann	512-393-8181	bstratemann@sanmarcostx.gov	Debris Removal and Disposal
TXDOT-Recovery	TX	Texas Severe Storms & Flooding	\$ 86,400.00	635 Equipment Hours for Search & Rescue	06/15 to 06/15	Jamie Witten	512-585-4678	Jamie.Witten@txdot.gov	Search and Rescue Services
Caldwell County	TX	Texas Severe Storms & Flooding	\$ 29,100.00	1,300 CY	05/15 to 07/15	Jordan Powell	512-398-1811	jpow@caldwellcountync.org	Debris Removal, Reduction, and Disposal
Hays County	TX	Texas Severe Storms & Flooding	\$ 489,009.00	16,764 CY	06/15 to 09/15	Mark Kennedy	512-393-2219	mark.kennedy@co.hays.tx.us	ROW Debris Removal, Reduction, Disposal, White Good, E-Waste, and HHW
Town of Monterey	TN	Ice Storm	\$ 30,000.00	15,000 CY	04/15 to 05/15	Bill Wiggins	931-839-3770	bwmanager@citlink.net	Debris Reduction Services
Overton County	TN	Ice Storm	\$ 366,241.00	53,000 CY	04/15 to 05/15	Ben Danner	931-823-5638	Overtonexec@twlakes.net	ROW Debris Removal and Disposal

Putnam County	TN	Ice Storm	\$ 1,044,000.00	102,000 CY	04/15 to 05/15	Randy Porter	931-526-2161	Randy.porter@putnametn.gov	ROW Debris Removal, Reduction, and Disposal
NCDOT-Davidson County	NC	Ice Storm	\$ 1,347,067.00	1,136 Tons 14,530 Hazardous Limbs and Trees Removed	03/14 to 08/14	Brad Wall	336-487-0000	Bwall@ncdot.gov	ROW Debris Removal, Hauling, and Hazardous Tree Work
NCDOT-Guilford County	NC	Ice Storm	\$ 7,627,602.00	352,100 CY 13,850 Hazardous Trees & Limbs	03/14 to 08/14	Brad Wall	336-487-0000	Bwall@ncdot.gov	Debris Removal, Hauling, and Hazardous Trees
SCDOT	SC	Ice Storm	\$ 5,814,631.00	134,000 CY 31,150 Hazardous Trees & Limbs	02/14 to 06/14	Shannon Welch	843-907-2095	Welchsl@dot.state.sc.us	Debris Removal, Hauling, and Hazardous Trees
City of Norman	OK	Ice Storm	\$ 601,759.00	44,385 CY 5,925 Hazardous Limbs & Trees	12/13 to 02/14	Greg Hall	405-409-0499	Greg.Hall@NormanOK.gov	Debris Removal, Reduction, and Disposal
Larimer County	CO	Colorado Severe Storms & Flooding	\$ 935,755.00	43,865 CY	09/13 to 03/14	Stephen Gillette	970-498-5760	Sgillette@larimer.org	Private, Public Property, and Waterway Debris Removal, Reduction and Disposal
City of Longmont	CO	Storms & Flooding	\$ 141,500.00	16 Mobile Homes	09/13 to 03/14	Charlie Kamenides	303-651-8345	charles.kamenides@longmontcolorado.gov	Removal and Disposal of Mobile Homes
Weld County	CO	Colorado Severe Storms & Flooding	\$ 261,271.00	4,347 Tons 282 Tires	09/13 to 12/13	Trevor Jiricek	970-353-6100	tjiricek@co.weld.us	Debris Removal and Disposal of C&D and Recycling of Organic Waste and Tires
Adams County	CO	Colorado Severe Storms & Flooding	\$ 16,070.00	9 Tons	09/13 to 10/13	Liz Estrada	720-523-6052	lestrade@adco.gov	Debris Removal from Bridges and Waterways
Town of Lyons	CO	Colorado Severe Storms & Flooding	\$ 148,695.00		09/13 to 11/13	Jeff Callahan	720-564-2221		ROW Debris Removal & Hauling
Oklahoma City	OK	Tornado	\$ 245,392.00	2,830 Tons	06/13 to 06/13	Bryan Haskins	405-297-2134	Bryan.haskins@okc.gov	Waterway Debris Removal
Canadian County	OK	Tornado	\$ 91,769.00	2,905 Tons	06/13 to 09/13	Jerry Smith	405-295-6186	smithj@canadiancounty.org	Waterway Debris Removal
City of Shawnee	OK	Tornado	\$ 60,800.00	8,265 CY	06/13 to 09/13	Brian McDougal	405-878-1601		ROW Debris Removal and Disposal
Cleveland County	OK	Tornado	\$ 830,782.00	107,800 CY 305 Hazardous Limbs	10/13 to 10/13	Darry Stacy	405-366-0200	dstacy@clevelandcountyoak.com	Waterway Debris Removal
City of Norman	OK	Tornado	\$ 365,000.00	38,500 CY 345 Hazardous Trees & Limbs	06/13 to 09/13	Greg Hall	405-409-0499	Greg.Hall@NormanOK.gov	Debris Removal, Hauling, and Hazardous Tree Work
Rapid City	SD	Ice Storm	\$ 31,359.00	9,000 CY	10/13 to 10/13	Ted Johnson	605-394-4154	ted.johnson@rcgov.org	Debris Reduction Services
City of Sioux Falls	SD	Ice Storm	\$ 2,000,000.00	5,000 Tons 1,250 Stumps and 26,660 Hazardous Trees	4/13 to 10/13	Scott Rust	605-367-8836	srust@siouxfalls.org	ROW Removal of Hazardous Trees from Drainage Ways, Stump Grinding, and ROW Tree Removal
Garland County	AR	Ice Storm	\$ 323,024.00	2,300 Tons	03/13 to 06/13	Jerry Pogue	501-262-3602		ROW Removal and Disposal of Vegetative Debris
Saline County	AR	Ice Storm	\$ 2,146,000.00	124,270 CY 41,500 Hazardous Trees & Limbs	03/13 to 06/13	Marty Polk	501-317-2402		ROW Removal and Disposal of Vegetative Debris and Hazardous Limbs & Trees
Island Beach State Park	NJ	Hurricane Sandy	\$ 100,000.00	2,000 CY	05/13 to 05/13	Ray Bukowski	732-793-0506	ray.bukowski@dep.nj.gov	ROW Hauling of Hurricane Debris
Brick Township	NJ	Hurricane Sandy	\$ 58,963.00	4,000 CY	11/12 to 11/12	Glenn Campbell	732-262-1058	gcampbell@twp.nj.us	ROW Removal and Disposal of Debris
Ocean County	NJ	Hurricane Sandy	\$ 200,542.00	6,400 CY	11/12 to 11/12	Julie Tarrant	732-244-2121	j.tarrant@co.ocean.nj.us	ROW Removal and Disposal of Debris
Scotch Plains Twp	NJ	Hurricane Sandy	\$ 32,243.00	25,000 CY	11/12 to 11/12	Bozena Lacina	908-322-6700	blacina@scotchplainsnj.com	Debris Reduction Services
Old Bridge Twp	NJ	Hurricane Sandy	\$ 13,860.00	Stump Removals	11/12 to 11/12	John Tooley	732-721-5600	jtooley@oldbridge.com	Removal of Tree Stumps

Edison Twp	NJ	Hurricane Sandy	\$ 74,000.00	4 Crews, 4 Days Bucket Truck Daily Rate	11/12 to 11/12	Laura Popick	732-248-7409	Purchasing@edisonnj.org	Hazardous Tree Removal
Neptune Twp	NJ	Hurricane Sandy	\$ 35,785.00	161 Hours	11/12 to 11/12	Tracey James	732-988-5200	tjam@neptunetownship.org	ROW Debris Removal and Disposal
Town of Southbury	CT	Hurricane Sandy	\$ 18,795.00	2,000 CY	11/12 to 11/12	Tom Crowe	203-262-0622	tom.crowe@southbury-ct.gov	ROW Debris Removal, Reduction, and Disposal
City of Norman	OK	Tornado	\$ 408,073.00	30,000 CY	03/12 to 03/12	Greg Hall	405-409-0499	Greg.Hall@NormanOK.gov	ROW Debris Removal, Reduction, and Disposal
Town of Southbury	CT	Winter Storm	\$ 528,890.00	11,000 CY 4,300 Hazardous Hanging Limbs & Trees	03/12 to 03/12	Tom Crowe	203-262-0622	tom.crowe@southbury-ct.gov	ROW Debris Removal, Reduction, Disposal, and Hazardous Trees
Bastrop County	TX	Wildfires	\$ 12,100,000.00	700,000 CY 38,000 Hazardous Trees	09/11 to 09/12	Ronnie Moore	512-779-9926	ronnie@cbdeng.com	ROW & ROE Debris Removal, Reduction, Disposal, Hazardous Trees, Final Disposal
Texas Dept. of Transportation	TX	Wildfires	\$ 1,075,471.00	53,500 CY 5,850 Hazardous Trees	05/12 to 09/12	Celso Harper	512-321-2221		ROW Debris Removal, Reduction, and Disposal
State Hwy Admin.	MD	Hurricane Irene	\$ 279,106.00	10,000 CY	08/11 to 10/11	Craig Fetzter	410-582-5535	cfetzter@sha.state.md.us	ROW Debris Removal, Reduction, and Disposal
Charles County	MD	Hurricane Irene	\$ 102,302.00	17,000 CY	08/11 to 10/11	Candice Kelly	301-645-0550	candice_kelly@msn.com	ROW Debris Removal, Reduction, and Disposal
City of Norman	OK	Windstorm	\$ 144,185.00	Hourly Debris Removal	06/11 to 08/11	Greg Hall	405-409-0499	Greg.Hall@NormanOK.gov	Debris Removal, Reduction, and Disposal
City of Norman	OK	Tornado	\$ 237,000.00	14,000 CY	05/10 to 07/10	Greg Hall	405-409-0499	Greg.Hall@NormanOK.gov	Debris Removal, Reduction, and Disposal
City of Baltimore	MD	Snowstorm	\$ 630,000.00	1,000 Hours	01/10 to 02/10	Joe Palacheck	410-767-3207		ROW Snow Removal and Road Clearing
City of Rogers	AR	Ice Storm	\$ 900,000.00	160,000 CY	01/09 to 03/09	Steve Womack	479-621-1117		ROW Debris Removal and Disposal
Fort Bend County	TX	Hurricane Ike	\$ 10,000,000.00	525,000 CY 9,000 Hazardous Limbs & Trees	09/08 to 01/09	Marc Grant	218-342-4513	marc@fortbendcountytexas.gov	ROW Debris Removal, Reduction, and Disposal and Hazardous Tree & Limb Removal and Disposal
Polk County	TX	Hurricane Ike	\$ 6,600,000.00	325,000 CY 42,000 Hazardous Limbs and Trees	10/08 to 03/09	John Thompson	936-327-6813	john.thompson@co.polk.tx.us	ROW Debris Removal, Reduction, and Disposal and Hazardous Hanging Limbs & Trees
City of Liberty	TX	Hurricane Ike	\$ 2,900,000.00	200,000 CY 6,250 Hazardous Trees & Limbs	09/08 to 10/08	Harvey Joiner	936-336-3684	harvey.joiner@cityofliberty.org	ROW Debris Removal, Reduction, and Disposal and Hazardous Hanging Limbs & Trees
Harris County Flood Control	TX	Hurricane Ike	\$ 200,000.00	250 Hazardous Trees	09/08 to 01/09	Robert Reagan	713-684-4230		Drainage Ditch Hazardous Tree Removal
City of Sugarland	TX	Hurricane Ike	\$ 3,400,000.00	190,000 CY 6,600 Hazardous Trees & Limbs	09/08 to 12/08	Adam Smith	281-275-2483		ROW Debris Removal, Reduction, and Disposal and Hazardous Limbs & Trees
City of Katy	TX	Hurricane Ike	\$ 262,000.00	16,500 CY 650 Hazardous Limbs & Trees	09/08 to 11/08	Elaine Lutringer	281-391-4830	elut@cityofkaty.com	ROW Debris Removal, and Disposal and Hazardous Trees & Limbs
City of Brownsville	TX	Hurricane Dolly	\$ 1,252,000.00	150,000 CY	07/08 to 10/08	Roberto Luna	956-548-6087	Roberto.luna@cob.us	ROW Hauling to Final Disposal



Texas Dept. of Transportation	TX	Hurricane Dolly	\$ 879,000.00	23,500 CY	07/08 to 09/08	Pedro Alvarez	956-702-6125	Pedro.alvarez@txdot.gov	Bridge Debris Removal, Reduction and Disposal
Willacy County	TX	Hurricane Dolly	\$ 445,000.00	40,000 CY	07/08 to 09/08	Emilio Vera	956-689-3393	emiliovera@aol.com	ROW Debris Removal and Disposal
Laguna Vista	TX	Hurricane Dolly	\$ 47,800.00	20,000 CY	07/08 to 10/08	Iris Hill	956-943-1793		ROW Debris Removal and Disposal
City of San Benito	TX	Hurricane Dolly	\$ 247,000.00	15,000 CY	07/08 to 10/08	Orlando Garcia	956-361-3851	orlandogarcia@cityofsanbenito.com	ROW Debris Removal and Disposal
City of Harlingen	TX	Hurricane Dolly	\$ 879,000.00	35,000 CY	07/08 to 09/08	Dan Serna	956-216-5300		ROW Debris Removal, Reduction and Disposal



## References

**1 Iowa Dept of Homeland Security and Emergency Management****CONTRACT DESCRIPTION**

a. Point of Contact	Jordan Moser Strategic Planner
b. Address	6100 NW 78 <sup>th</sup> Avenue Johnston, IA 50131
c. Phone	(515) 323-4246
d. Email	Jordan.moser@iowa.gov
e. Contract Term	09/2020 to 02/2021
f. Contract Amount	\$7,722,536.00
g. Description of Work	Vegetative debris reduction by grinding <b>(1,600,000 CY)</b>

**2 City of Cedar Rapids****CONTRACT DESCRIPTION**

a. Point of Contact	Taylor Burgin City Manager
b. Address	101 First Street SE Cedar Rapids, IA 52401
c. Phone	(319) 491-4163
d. Email	t.burgin@cedar-rapids.org
e. Contract Term	09/2020 to 08/2021
f. Contract Amount	\$10,571,166.00
g. Description of Work	Vegetative debris reduction by grinding <b>(3,571,339 CY)</b>

**3 City of Robertsdale****CONTRACT DESCRIPTION**

a. Point of Contact	Greg Smith City Engineer
b. Address	22647 Racine Street Robertsdale, AL 36567
c. Phone	(251) 947-8955
d. Email	gregsmith@robertsdale.org
e. Contract Term	09/2020 to 03/2021
f. Contract Amount	\$2,508,447.00
g. Description of Work	ROW Hauling, Hazardous Tree Removal, Grinding, and Final Disposal <b>(156,592 CY Hauling and 263,819 CY of Reduction and Final Disposal)</b>

## 4 Texas Department of Transportation

### CONTRACT DESCRIPTION

a. Point of Contact	Lori Wagner Contract Administration Manager
b. Address	Austin District Headquarters 7901 N. IH35, Building 2 Austin, TX 78753
c. Phone	(512) 832-7057
d. Email	Lori.wagner@txdot.gov
e. Contract Term	10/2018 to 07/2019
f. Contract Amount	\$7,532,510.00
g. Description of Work	Emergency waterway debris removal services ( <b>13,838 Operator and Equipment Hours</b> )

## 5 Tyndall Airforce Base

### CONTRACT DESCRIPTION

a. Point of Contact	Johnny Walker Contracting Officer
b. Address	501 Airey Avenue, Suite 5 Tyndall AFB, FL 32403
c. Phone	(850) 283-1378
d. Email	Johnny.walker.4@us.af.mil
e. Contract Term	01/2019 to 04/2019
f. Contract Amount	\$2,314,186.00
g. Description of Work	Emergency debris hauling services following Hurricane Michael ( <b>Estimated 151,000 CY</b> )

## 6 United States Army Corps of Engineers

### CONTRACT DESCRIPTION

a. Point of Contact	James Costantino Contracting Officer
b. Address	Los Angeles District 915 Wilshire Blvd., Suite 930 Los Angeles, CA 90017
c. Phone	(213) 452-3237
d. Email	James.m.costantino@usace.army.mil
e. Contract Term	02/2018 to 03/2018
f. Contract Amount	\$6,251,020.00
g. Description of Work	Emergency debris removal from Toro basins following severe storms ( <b>Estimated 46,000 CY</b> )

## 7 North Carolina Department of Transportation

### CONTRACT DESCRIPTION

a. Point of Contact	Jeff Garrett Maintenance Engineer
b. Address	401 N. Smith Street Burgaw, NC 28425
c. Phone	(910) 259-5413
d. Email	jlgarrett@ncdot.gov
e. Contract Term	11/2018
f. Contract Amount	\$464,751.00
g. Description of Work	Emergency cut & toss services following Hurricane Florence ( <b>1 of 6 Counties performed simultaneously, mobilized 720 Team Members</b> )

## 8 City of Plantation

### CONTRACT DESCRIPTION

a. Point of Contact	Steve Rodgers Assistant Director of Public Works
b. Address	400 NW 73 <sup>rd</sup> Avenue Plantation, FL 33317
c. Phone	(954) 452-2535
d. Email	srodgers@plantation.org
e. Contract Term	09/2017 to 02/2018
f. Contract Amount	\$8,200,063.00
g. Description of Work	Emergency debris removal services following Hurricane Irma ( <b>Estimated 500,000 CY</b> )

## 9 Bastrop County

### CONTRACT DESCRIPTION

a. Point of Contact	Ronnie Moore
b. Address	806 Water Street Bastrop, TX 78602
c. Phone	(512) 779-9926
d. Email	ronnie@cbdeng.com
e. Contract Term	09/2011 to 09/2012
f. Contract Amount	\$12,100,000.00
g. Description of Work	Emergency debris removal, reduction, and disposal services following wildfires ( <b>Estimated 700,000 CY</b> )

**Letters of Recommendation****COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**Andy Beshear  
GOVERNORDepartment of Highways, District 9 Office  
822 Elizaville Road  
Flemingsburg, KY 41041  
606-845-2551Jim Gray  
SECRETARY

To whom it may concern,

In May of 2021 KYTC was pleased to have TFR Enterprises, Inc as the prime contractor for the 2021 Ice Storm Debris Removal project.

This project required extensive removal of vegetative debris in the Ashland, KY area. TFR provided fast and quality work on KYTC's Interstates, state primary, state secondary, and rural secondary routes across our region. TFR responded with fully staffed crews and the proper equipment to complete the work in a timely and quality manner. Project Manager Melvin Utterback responded to all calls, emails, and requests made by me and all KYTC representatives at the time they were made.

TFR followed all state and federal guidelines that were in place for our state and region. Those requirements included work zone safety, work zone traffic control, and the ozone requirements in effective for Boyd County, KY. TFR's attention to these details were greatly appreciated by KYTC and the Kentucky Division of Air Quality.

I ask that TFR Enterprises, Inc accept this letter of recommendation for their responsiveness, quality of work, and excellent working relationships they established with our organization. TFR's knowledge, professionalism, and insight of the work they completed made this project simple for our organization.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Gifford".

Darren Gifford  
Engineer-in-Training II  
KYTC – District 9  
Ashland Sectiontransportation.ky.gov  
AN EQUAL OPPORTUNITY EMPLOYER M/F/D



## STATE OF IOWA

KIM REYNOLDS  
GOVERNOR

ADAM GREGG  
LT. GOVERNOR

IOWA DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT  
PAUL TROMBINO III, HOMELAND SECURITY ADVISOR  
AND EMERGENCY MANAGEMENT DIRECTOR

Tiffany,

On behalf of the State of Iowa, I would like to thank TFR Enterprises for the exceptional debris removal services provided in the wake of the devastating severe weather event that impacted Iowa on August 10<sup>th</sup>, 2020. TFR's swift response and unwavering commitment to this mission has assisted Iowans, at every level, in returning to normal life in a time when the very definition of the word, "normal," seems to be ever in doubt.

Battling a global pandemic environment, inclement winter weather, while also responding to multiple hurricanes that impacted other areas of the country during 2020, TFR has successfully aided the State of Iowa in grinding and disposing of more than 1.6 million cubic yards of vegetative debris in less than six months, a feat which, to my knowledge, is unprecedented in Iowa's Emergency Management history.

The professionalism, knowledge, insight, and work ethic, displayed by TFR Enterprises' staff is a tribute to your company and is in keeping with the highest standards of emergency response contractors everywhere.

Thank you for all that you have done and continue to do. Having secured a standing master agreement with your company through 2021, I take great comfort in the knowledge that, should the State of Iowa require these services in the future, TFR Enterprises is standing by, at the ready, to help Iowa travel the road to recovery.

Sincerely,

Jordan  
Moser

Digitally signed by  
Jordan Moser  
Date: 2021.02.01  
13:32:18 -06'00'

Jordan Moser  
Strategic Planner  
Response Division

7900 HICKMAN ROAD / SUITE 500 / WINDSOR HEIGHTS, IOWA 50324 / 515-725-3231  
<http://www.homelandsecurity.iowa.gov>





**JASON STRINGER**  
MAYOR

**LORI H. BRYAN, CMC**  
CITY CLERK

## CITY OF CITRONELLE

19135 SOUTH MAIN STREET  
CITRONELLE, ALABAMA 36522

### CITY COUNCIL

**DAVID FERRELL**  
DISTRICT 1

**CONNIE A. ROBINSON**  
DISTRICT 2

**LORETTA PRESNELL**  
DISTRICT 3

**JEFF MASON**  
DISTRICT 4

**JOE BEATY**  
DISTRICT 5

Tiffany,

On behalf of The City of Citronelle, Al. and our citizens, I would like to Thank TFR Enterprises for the great job removing Hurricane Zeta debris in our city. As you are aware Hurricane Zeta caused major damage to the City of Citronelle in late Oct of 2020. Once we received a FEMA declaration we started our bid process to find a debris removal contractor and for us these was not an easy process as we found that several contractors who bid to remove our storm debris were not properly licensed to operate in the State of Alabama. Along this journey it was determined that TFR Enterprises did indeed have the correct license and met all other areas of our specification.

We were very pleased with the rapid deployment of equipment and resources to start the clean up process. The workers and equipment were both top-notch and were ready to work once their boots hit the ground in Citronelle. The Site Manager kept us informed throughout the process and worked closely with our city employees and the monitoring company to get the qualified debris removed, ground-up and taken to an approved landfill for final disposal. All of this was accomplished during the Covid-19 Global Pandemic.

The City of Citronelle hopes and prays that we do not face another weather event that causes such damage and destruction in our community for many years to come. With the yearly threat of tropical weather in our region along with the threat of tornadoes, we can now rest easy knowing that TFR Enterprises stands ready to help us in our time of need.

With great gratitude and appreciation,

Jason T. Stringer

Mayor

City of Citronelle, Al



**Hancock County Maintenance Department - 18382 Highway 43 Kiln, MS 39556**  
**Phone: 228-255-3367 • Fax: 228-255-4425**

Dear TFR Enterprises

My name is Vic Johnson Hancock County road manager. I am writing this letter to let you know how grateful I am for the services you and your team provided us after hurricane Zeta here on the gulf coast. The team that handled the debris removal which was led by Mr. Glenn Tucker (Rooster) was a real pleasure to work with.

Since Zeta was not a major storm and there was not hundreds of thousands of cubic yards of debris during so my first meeting with Rooster I only requested a couple of trucks. Not long into the cleanup realizing that only two trucks would take too long a simple call to Rooster and the problem was solved more trucks started showing up.

Rooster was a pleasure to work with we were in constant communication and the crews on the trucks were very professional when dealing with people thru out our county. In closing should the need arise again for debris removal services in Hancock County I hope TFR would be the one's here to help.

Sincerely,

Vic Johnson

Hancock County Road Manager



MAYOR  
Charles H. Murphy  
COUNCIL MEMBERS:  
Ruthie Campbell  
Joe M. Kitchens  
Paul Hollingsworth  
Russell Johnson  
Sue Cooper  
CHIEF FINANCIAL OFFICER  
Ann Simpson  
CITY CLERK  
Shannon J. Burkett

## CITY OF ROBERTSDALE



*The Hub  
of Baldwin County*

City Hall 947-8900  
City Clerk 947-8920  
Court Clerk 947-8910  
Public Works 947-8950  
Police Dept. 947-2222  
Fax 947-2619  
TDD # 947-2122

P.O. Box 429  
Robertsdale, AL 36567

April 1, 2021

Tipton F. Rowland  
TFR Enterprises, Inc.  
601 Leander Drive  
Leander, TX 78641

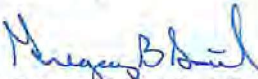
### RE: Hurricane Sally – Debris Removal

Dear Mr. Rowland:

Please accept this letter of recommendation from the City of Robertsdale, Alabama. We would like to commend TFR Enterprises for their responsiveness and diligence in removing vegetative debris following Hurricane Sally in September of 2020. Not only did TFR respond immediately upon Notice to Proceed, but TFR Enterprises completed the debris removal in a professional and timely manner.

It was a pleasure working closely with your company to accomplish this cleaning up in the City of Robertsdale.

Sincerely,

  
Gregory B. Smith, P.E.  
City Engineer

STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATIONROY COOPER  
GOVERNORJAMES H. TROGDON, III  
SECRETARY

December 21, 2018

Division of Highways  
Pender County Maintenance  
401 North Smith Street  
Burgaw, NC 28425**Hurricane Florence Cut & Shove Contract**

Dear TFR Enterprises,

Pender County Maintenance would like to thank your organization for the professional services it provided during Hurricane Florence. At a time of chaos and devastation, TFR's arrival and readiness to get to work, gave our office hope that we could offer our County the response that it desperately needed.

Roger Barfield did an amazing job. His ability to manage his crews and constantly communicate with me, was much appreciated. Also, both citizens and public officials in Pender County were very impressed with the speed TFR crews were able to clear the roads of debris after the storm. This allowed them a chance to check on family and neighbors, respond to emergencies, or get supplies they desperately needed.

This Hurricane, and the devastation it left behind, will stick with me the rest of my life. I hope that we never experience another storm event with the same potential for destruction. However, if we do, the assurance knowing that TFR Enterprises is ready to provide their professional services, gives us the confidence we need to weather another storm.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey L. Garrett", with a date "12/21/18" written to the right.

Jeffrey L. Garrett  
Pender County Maintenance Engineer  
(910) 259-5413

**OFFICE OF THE MAYOR**  
Diane Veltri Bendekovic,  
Mayor

**PUBLIC WORKS DEPARTMENT**  
Edward J. Consaul,  
Director



**CITY COUNCIL**  
Lynn Stoner, President  
Mark Hyatt, Council President ProTem  
Jerry Fadgen  
Ron Jacobs  
Peter S. Tingom

Tipton F. Rowland  
TFR Enterprises, Inc.  
601 Leander Drive  
Leander, Texas 78641

Dear Mr. Rowland,

Please except this letter of recommendation from the City of Plantation, Florida. We would like to thank TFR Enterprises for their immediate response and your diligence with completing emergency debris removal within the time and scope of the terms of our contract. In 2017, Hurricane Irma devastated the city of Plantation, Florida. TFR Enterprises was successful with completing the debris removal and recovery efforts for our community.

Sincerely,

Steve L. Rodgers II  
Assistant Director of Public Works  
City of Plantation, Florida

750 NW 91st Avenue ♦ Plantation, Florida 33324  
954.452.2535 ♦ [econsaul@Plantation.org](mailto:econsaul@Plantation.org)



*City Council*

Jeff Porter  
Mayor

Stephen R. Shelley  
Vice Mayor

Jenifer N. Bailey  
Councilwoman

Jon Burgess  
Councilman

Patricia Fairclough  
Councilwoman

Elvis R. Maldonado  
Councilman

Larry Roth  
Councilman

George Gretsas  
City Manager

*City Hall*

100 Civic Court  
Homestead, FL 33030  
305-224-4400  
[www.cityofhomestead.com](http://www.cityofhomestead.com)

Tipton F. Rowland  
TFR Enterprises, Inc.  
601 Leander Drive  
Leander, Texas 78641

Dear Mr. Rowland,

Please accept this letter of recommendation from the City of Homestead, Florida. We would like to thank TFR Enterprises for their immediate response and your diligence with completing emergency debris removal within the time and scope of the terms of our contract. In 2017, Hurricane Irma devastated the City of Homestead, Florida. TFR Enterprises was successful with completing the debris removal and recovery efforts for our community.

Sincerely,

Dennis R. Maytan Jr.  
Director Parks & Public Works  
City of Homestead, Florida

## FEMA Experience

TFR possesses an intimate understanding of the FEMA funding and reimbursement process. **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or the FHWA.** We understand that our client's reimbursement is directly correlated to their ability to pay TFR and we work with our clients to ensure this process is as fast and efficient as possible.

TFR personnel has conducted over 350+ federally funded projects, and as such, have gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With no turnover in our key personnel for the past five (5) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 32 years. Sharon Lyell, our Operations Manager, in conjunction with Tiffany Jean, Contract Manager, head our *FEMA Compliance Team* in all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are very familiar with and aware of the federal guidelines for independence in accountability and reporting as well as recognizing that it cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering the following services to aid our clients in complying with the federal *Public Assistance Program*:

- Provide extensive pre-event training sessions with a review of previous submitted FEMA paperwork.
- Design appropriate cost tracking systems before approval of Project Worksheets is received
- Assist in estimation of debris volumes by debris types and debris management costs for Preliminary Damage Assessments.
- Train clients on FEMA's Cost Estimating Format, a forward pricing model allowing FEMA to account for all possible costs on large projects.
- Assist in the preparation of Immediate Needs Funding (INF) requests
- Review the operational procedures of the FEMA Public Assistance Program as it relates to the overall recovery process.
- Inform and prepare for critical meetings with FEMA, with emphasis on "Kick-off Meeting" and "Applicant's Briefing".
- Aid in the preparation of Project Worksheets
- Provide, review, and confirm the accuracy of supporting documentation (i.e., Truck Certifications, Load Tickets, Equipment Time Sheets, etc.) for the Project Worksheets to realize full reimbursement.

TFR takes a proactive approach to debris management. Enacting a comprehensive, efficient debris management plan, which retains operational flexibility to address problems on the fly, is vital to the success of the project and our client's realization of full FEMA reimbursement. Upon establishment of a debris management plan, we strongly suggest submitting the plan for FEMA review, relieving undue stress over FEMA acceptance following a disaster event.

## Documentation Process, Procedures, and Data Management System

TFR Enterprises, Inc has developed a Disaster Debris Data Management System (DDD) used for creating, gathering, managing, and retaining all project information for all stakeholders involved in each debris mission. This disaster-specific debris management system includes; documents, processes, and procedures which ensure accurate and timely invoices, subcontractor payments, and client reimbursement. These processes are specific to FEMA documentation compliance and employ quality controls to ensure accuracy with a goal of zero defects.

### Material Tracking and Quantification

There are three critical data management forms used for material tracking and quantification:

1. Truck Certification forms which certify and measure each hauling unit. The certified truck number and measured hauling capacity are transferred onto a Placard which is affixed onto each haul unit at the beginning of the job.
2. Load tickets for quantifying the right-of-way Debris Collection
3. Unit tickets for documenting Hazardous Leaners and Hangers (tree trimming and removal)

A truck certification form is a form used at the beginning of the project that documents all hauling units and their precise measurements calculated and recorded in unit measure Cubic Yards. The client or its contracted monitoring company performs this certification. This is a critical step at the beginning of operations that records all truck-specific information including assigning a unique truck number or unit number sometimes referred to as placard number, the truck owner or subcontractor contact information, legal state vehicle registration, and measured capacity in cubic yards. Proof of liability insurance for that specific vehicle is also validated at this time. Some of this information is then transferred to a placard and is affixed onto each haul unit identifying 3 key items; Truck number, Measured Capacity of the unit, and the Contract Name (Applicant/Client). These placards are then used by the monitors to document the hauling operations onto haul tickets. TFR scans the certification along with the photographs of each unit and driver information for that vehicle into our DDD system and it is downloaded into our database.

When documenting the right of way debris removal operations, and Hazardous Leaners and Hangers there are two different methods for capturing and documenting the unit data of the work being performed in the field: **hand-written paper tickets or ADMS (Automated Data Management System)** tickets using handheld units such as smartphones or tablets. Both methods are provided by either the client's personnel, if self-monitoring the project, or monitoring company personnel selected and hired by the client. Load tickets allow all applicants or recipients to document billable activities accurately during the debris mission and are submitted to FEMA as required documentation. The following data is collected on the paper haul tickets:

Ticket number  
Load Date  
Load Time  
Material Type  
Pickup location or origin or GPS  
Contractor Name  
Truck number  
Driver Name  
Certified Capacity of Truck  
Load Call % (if applicable)



Net Cubic Yards Delivered (CY or Tons)  
Destination of Material  
Landfill Disposal ticket number (if applicable)  
Monitor Name and Signature

Similar information is collected on the Hazardous Leaner/Hanger tickets but include Tree, Stump or Hanger Qty and Diameter instead of truck capacity and load call and must include GPS coordinates and be accompanied by before and after photo representation.

**ADMS Technology (Automated Data Management Systems)** is an electronic means of capturing data of all operations in the field. ADMS technology uses handheld units such as smartphones, tablets, or other portable hardware. The field monitors capture all pertinent data with these devices including date, time, truck number, capacity, debris type, pick-up location (with GPS coordinates), and these units typically can take photographs documenting the operations.

Load quantities will be verified and "scored" or "called" by tower monitors at DMS or final destination sites. Once the official call is recorded onto the "open" load ticket, and a validation signature is executed by the tower monitor, the ticket is "closed" and carbon copies of the ticket are distributed as follows: one copy to the truck driver, one copy to the TFR Enterprises, Inc Project manager, two copies to the monitoring firm (one for monitor and one for client). Having 5-part tickets ensure that proper reconciliation is done between Prime Contractor, Sub-contractors (if any), the monitoring company, and the Client to maintain the integrity of the processes and to follow FEMA guidelines

**TFR Data Processing.** All recorded load tickets are scanned every day at our field office and downloaded into our debris database. Quality control procedures are completed on the data to ensure no duplicate tickets are entered and each ticket line is checked through programming to ensure that the measured capacity of the trucks, from the truck certifications, are correct on each ticket. The data is then reconciled with each of our subcontractor invoices to ensure data match and are approved through our debris data management system. This process is only used with the hand-written paper ticket method, it is eliminated when an ADMS system is utilized. These procedures incorporate multiple types of billing items to include several units of measure such as "Cubic Yard", "Ton" for right-of-way hauling items such as vegetative, C&D, sand, water-way debris removal, unit of measure "each" for hazardous tree removal, hazardous hanging limbs (hanger), white goods, e-waste, vessels, abandoned vehicles, etc.) as well as "Hours/Days" for emergency debris clearance or 72-hour push. These items are the basis for customer invoicing as well as sub-contractor payments.

**Customer Invoicing.** TFR will invoice using this data per the contract applicable invoicing cycles: weekly, bi-weekly, monthly, etc.). TFR will not invoice for duplicate tickets or debris collected off the designated right-of-way. In the unlikely event, a duplicate ticket is invoiced, TFR will immediately revise and resubmit the invoice. These procedures adhere to FEMA and FHWA guidelines and Record Retention and Access (2 C.F.R. 200.333-337) regulations and will maintain records for a minimum of seven years (TFR exceeds these guidelines and retains these records for 10 years). These processes are well-vetted, have been improved upon over the last 32 years, and ultimately streamline our subcontractor invoice approval and payment process as well as increase the speed and accuracy of our reconciliation and invoicing to the Client. Each invoice will be accompanied by excel spreadsheets exported from our debris data management system and will include all pertinent data from each load ticket from the period of each invoice and will comply with FEMA guidelines for reimbursement.



**Subcontractor Data Management and Weekly Payments**

The above-described data management processes are used for managing subcontractor data. TFR's typical workweek is Monday through Sunday unless specified otherwise by contract. Sub-Contractors email weekly invoices to TFR's Project Administration team the week following the workweek for reconciliation. Reconciliation is done quickly using TFR's debris data management system and any discrepancies are sent to the sub-contractor until completely reconciled. Payment for each week is made the second Friday after the workweek ends. TFR Project Administration team sends a weekly Partial Payment and Release to the sub-contractors for signature before payment is made. This Payment release is accompanied by a spreadsheet that includes all tickets that are included in that week's payment. The sub-contractor signature on the release warrants four critical items:

- a) Covenants and warrants that all labor, materials, equipment, services, and other items, including without limitation, all payroll, sales, and privilege taxes furnished under the above subcontract or purchase order(s) have been paid for, and
- b) Releases TFR Enterprises, Inc., Project Owner, and Project Prime Contractor from all claims whatsoever arising out of or relating to the subcontract or purchase order, and
- c) Waives any lien rights concerning the project to the extent of payments received and,
- d) Agrees to indemnify TFR Enterprises, Inc., Project Owner, and Project Prime Contractor against any claim or lien asserted through or under the undersigned concerning the project.

TFR Enterprises, Inc., has prepared and submitted invoices with backup documentation for, and received payments over \$240,000,000 over the past 5 years and made subcontractor payments over \$125,000,000 on more than 100 individual municipal FEMA-reimbursed disaster debris management contracts. TFR's extensive FEMA experience, thorough understanding of FEMA guidelines and procedures, and reporting and payment processes allow for successful reimbursement to our customers. TFR's thoroughly vetted data management system results in the successful completion of FEMA reimbursements and audits.

**Pre-Event Assistance** - TFR can guide the development of debris management plans. Coordinate annual readiness (kick-off) meetings after award. Assist in locating and pre-approving temporary debris management sites with the appropriate authorities (i.e., Department of Environmental Quality, etc.)

**Post-Event Assistance** - Provide guidance and assistance with debris volume assessments post-storm. Attend kickoff meetings and subsequent meetings. Provide daily progress reports. Assist with Public Announcements. Provide client requested reports. Keep in constant communication with the client on all debris operations, provide supporting data for FEMA reimbursement.

**Sample Haul Ticket**

**T.F.R. ENTERPRISES, INC.**  
**601 Leander Drive**  
**Leander, TX 78641**

Ticket  
 Number > **10001**

CREW NO. \_\_\_\_\_,20\_\_\_\_\_  
 CONTRACT NUMBER \_\_\_\_\_  
 SUBCONTRACTOR NAME \_\_\_\_\_  
 TRUCK DRIVER NAME \_\_\_\_\_

QUANTITIES:				
TRUCK NUMBER			MEASURED CAPACITY	CY
Est. % Full			Total CY Delivered	CY
LOAD CLASSIFICATION:				
BURNABLE		MIXED		
NONBURNABLE - C & D		OTHER		


LOCATION		
PICKUP ZONE/SECTION	DEBRIS DELIVERY SITE	
LOADING SITE:	TIME	MONITOR SIGNATURE
DUMPING SITE:		

TRUCK DRIVER  
 SIGNATURE \_\_\_\_\_


Comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

White-Dumpsite Monitor                      Green-Load Site Monitor  
 Canary, Pink, Gold – On-Site Contractor's Representative or Driver

 <b>T.F.R. Enterprises, Inc.</b> DISASTER RESPONSE DIVISION		Government Entity _____					
		Contract No. _____					
<b>TRUCK MEASURE CERTIFICATE</b>							
Event: _____							
TRUCK NO.		<div style="border: 2px solid black; width: 150px; height: 40px;"></div>					
TRUCK MEASURE		<div style="border: 2px solid black; width: 150px; height: 40px;"></div>					
		CUBIC YARDS					
Date: _____							
Truck Description: _____							
Type: _____		Color: _____					
License No. & State: _____		VIN No.: _____					
Truck Owner: _____							
Subcontractor truck is working for: _____							
Truck Driver: _____							
Name: _____		Drivers License # & State: _____					
<b>TRUCK BED MEASUREMENTS:</b>							
	Truck Bed Length	Truck Bed Width	Truck Bed Height	Total	Divided By		
IN INCHES	X	X	=	/	46,656	=	Cubic yards
<b>OR</b>							
	Truck Bed Length	Truck Bed Width	Truck Bed Height	Total	Divided By		
IN FEET	X	X	=	/	27	=	Cubic yards
Notes or Exceptions: (I.e. descriptions, deductions for dog house, etc.) _____							
Signed: _____							
Measured By: _____							
Truck Driver: _____							
TFR Representative: _____				Government's Representative: _____			

SAMPLE TRUCK IDENTIFICATION PLACARD

 <b>T.F.R. Enterprises, Inc.</b> DISASTER RESPONSE DIVISION	
UNDER CONTRACT TO:	
TRUCK #	
MEASURED CAPACITY:	CY

12"

18"

**Tab B. Project Methodology****Event Type 1: Spot Jobs – Localized**

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
N/A	Chainsaw Crews Self-Loading Kucklebooms Bobcats	Hourly Cut & Shove Operations	3-5	6-12 Hours

**TFR Spotlight**

TFR mobilized 180 Emergency Cut & Shove Crews within 6 hours after Hurricane Florence made landfall in North Carolina. The crews responded in 6 counties and were comprised of 720 responders and 180 bobcats. Although the state was devastated with historical flooding caused by the storm, TFR had the roads and highways cleared within 72 hours

**Methodology:** TFR will aid local government forces in the clearing, removing, hauling, and/or reduction by chain saw of localized woody debris by cutting and removing vegetative debris to a point of two feet beyond the curb or gutter. The entire scope of this event may be performed on an hourly basis utilizing local subcontractors and company-owned resources. (The number of personnel, push equipment, and cut crews will depend on the severity of the storm.) Although a debris management site is not normally required for this type of event, if one is required, TFR can select and set up a site within 24 hours.

**Event Type 2: Small Event – Widespread or County/City Wide**

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
1	Chainsaw Crews Self-Loading Kucklebooms Bobcats Bucket Trucks	Less than 25,000CY	5-8	24 Hours

**Methodology:** Using company-owned resources, TFR will provide all necessary supervision, manpower, and equipment to clear, remove, haul, recycle, and/or dispose of all types of debris. For an event of this size, we anticipate needing one debris management site, which we will either locate or use government land that may be suitable for segregation activities. Throughout the setup, maintenance, and closeout of the project, all federal guidelines and regulations will be followed. Debris types that cannot be recycled will be hauled to a permitted final disposal facility.

**TFR Spotlight**

Town of Madisonville, Louisiana  
Event: Hurricane Ida

TFR provided all necessary supervision, labor, and equipment to clear, remove, haul, recycle and dispose of 27,000 cubic yards of storm debris. TFR was onsite 24-hours from notice to proceed.

TFR does not anticipate needing subcontractors in an event of this size, however, if necessary, we will pull from our list of local subcontractors first. All subcontractors will be required to adhere to all federal contract requirements and report directly to a TFR project manager.

### Event Type 3: Significant Event – Removal, Reduction, Hauling – Woody Debris Only Widespread or County/City Wide

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
2	Self-Loading Kucklebooms Tub Grinders Bucket Trucks DMS Support Equipment (Excavators, Dozers)	100,000 CY	20-25	24 Hours-50% 48 Hours-100%

**Methodology:** Using subcontractors' and company-owned resources, TFR will provide all necessary supervision, manpower, and equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site. We will operate two debris management sites for an event of this size, which we will either locate or use government land that may be suitable for reduction activities. TFR will comply with all federal guidelines and regulations for debris management site operations.

Immediately following activation, TFR will implement an aggressive mobilization and hauling schedule. Haul trucks, bucket trucks, grinders, and support equipment will mobilize to a staging yard to begin the certification process. Next, a meeting will be held with all personnel to discuss priority routes, safety protocols, documentation processes, and review onsite points of contact. Simultaneously, our site operations manager is constructing towers, addressing any ingress/egress issues, and reviewing the site layout plans. Finally, all bucket trucks/haul trucks have been given the green light to begin cutting and hauling operations.

#### TFR Spotlight

City of Choctaw, Oklahoma

Event: 2021 Ice Storm

TFR provided all necessary supervision, labor, and equipment to remove, reduce, haul, and dispose of 81,694 cubic yards of woody debris.

TFR was onsite 24-48 hours from notice to proceed.

Safety is of utmost concern at TFR and all standard safety policies and procedures, including signage, flagging, etc., will be implemented and strictly followed. Once the vegetative material reaches the DMS, it will be stockpiled, reduced, and hauled out for final disposal. If the DMS is located near occupied structures, our quieter, but slower, horizontal grinders will be utilized to reduce noise pollution. If it is a rural area, large, high-speed tub grinders will be used.

### Event Type 4: Significant Event – Removal, Reduction, Hauling, and Separating Mixed Debris Widespread or County/City Wide

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
3	Self-Loading Kucklebooms Tub Grinders Bucket Trucks DMS Support Equipment (Excavators, Dozers)	250,000 CY	25-35	24 Hours-25% 48 Hours-50% 72 Hours-100%

**Methodology:** This event type is identical to Event Type 3, except that debris segregation on the right-of-way and at the debris management site will be mandatory. TFR will work with government representatives to create public service announcements and distribute literature on how to properly segregate material on the rights-of-way.

Through clear communication, proper planning, the adaptability of our team, and their combined knowledge of the industry, we ensure that our clients receive the best service possible, maintain FEMA eligibility for reimbursement, and recover with minimal hindrance or delays.

### Event Type 5: Catastrophic Event – Removal, Reduction, Hauling, and Separating Mixed Debris Widespread

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
3-4	Self-Loading Kucklebooms Tub Grinders Bucket Trucks Bobcats DMS Support Equipment (Excavators, Dozers)	500,000- 1,000,000CY	50-75	24 Hours-25% 48 Hours-50% 72 Hours-100%

**Methodology:** The same operational process utilized for Event Type 4 will be utilized but in an expanded manner. This type of event has the potential to generate up to 1,000,000 cubic yards of debris. We will consult with Government officials to assess the appropriate number of haul units to have on the road. In jobs of this capacity, the contractor must ensure not to “flood” the impacted area with hauling units. This leads to traffic safety hazards, a slowdown in traffic flow, and increased lines at the debris management sites and landfills; however, TFR would estimate a need for 50-75 trucks and at minimum three debris management sites for this type of event. That said, our primary concern is meeting our client’s needs and we will bring on as many units as necessary to ensure that this occurs in a safe and expeditious manner.

The operational plan remains the same as the scale of the disaster grows in destruction. We are confident in our capacity to maintain compliance, enforce safety regulations, and offer the necessary supervision, personnel, and equipment resources.

#### TFR Spotlight

Rapides Parish, Louisiana  
Event: Hurricane Laura  
TFR provided all necessary supervision, labor, and equipment to remove, reduce, recycle, haul, and dispose of 692,024 cubic yards of mixed debris. TFR was onsite 24 hours from notice to proceed.

### Event Type 6: Catastrophic Event – Site Management -County/City Wide

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP
3-4	Tub Grinders DMS Support Equipment (Excavators, Dozers)	1,000,000 CY	N/A	24 Hours-25% 48 Hours-50% 72 Hours-100%



**Methodology:** With eight tub grinders, two horizontal grinders, and more than 200 pieces of heavy equipment, TFR can single-handedly set up, manage, operate, and close out enough debris management sites to assist the client in its recovery from the most devastating events. Our ability to mobilize owned equipment, along with equipment from a list of over 1000 subcontractors, will allow TFR to mobilize and expeditiously complete a project of any size and scope. This event may require multiple debris management sites and we’re committed to providing the necessary traffic control, weighing, measuring, reduction, and recycling services simultaneously, if needed.

**TFR Spotlight**

Cedar Rapids, Iowa

Event: 2020 Derecho

TFR was tasked to equip, operate, and manage 8 debris management sites.

TFR managed and processed more than 3,500,000 cubic yards of debris.

**Equipment Resources**

TFR maintains an extensive number of equipment to provide our clients with greater value and to ensure the quality of our work. With the largest fleet in the industry coupled with numerous staging areas, TFR can respond to any natural or man-made disaster quickly and efficiently. This rapid response capability provides the client with vital emergency road clearance services to allow federal, state, and local officials access to debris-restricted areas and begin the disaster recovery efforts. Often on TFR projects, our equipment and manpower completely fulfill all project scopes and requirements in a timely matter. When subcontractors are used on large-scale projects, TFR self-performs all key elements of the project to satisfaction of the client and certifies the work is done properly to the TFR standard.

Furthermore, our in-house maintenance crew provides immediate support to our field operators to provide the sustainability of our equipment and operations. With years of experience working on Diamond Z's to overhauling dozer engines, TFR's maintenance crew is the logistical support necessary to ensure the limiting of costly downtime. Dedicated to their trade, TFR's maintenance crew can quickly identify, address, and repair any problem befalling our equipment and additionally, make the appropriate modifications on other similar equipment to avoid future pitfalls.

For large-scale projects, TFR can augment our own resources with local rental suppliers in the area. TFR maintains valuable, fruitful relationships with rental companies to rapidly obtain any additional equipment needed to perform the work under contract. With corporate accounts and a priority call rating with Hertz Equipment Rental, Sunbelt Rentals, United Rentals, and Volvo Construction Equipment, TFR can readily access hundreds of pieces of specialized equipment quickly to achieve desired project goals and time requirements. Furthermore, with years of loyalty with National Dealers for Caterpillar, Prentice Loaders, and Diamond Z Corporation, TFR can obtain new and used equipment for rent or purchase faster than any other company in the industry. This vital lifeline to equipment suppliers allows TFR to mobilize a job however large and specialized the project may be.

**Real-Time GPS Tracking**

Our fleet is equipped with Real-Time tracking so that we can ensure our trucks are deployed and active where assistance is needed most. This gives our leaders the tools to adapt to the ever-changing demands of the project. The helicopter view is an easy-to-use feature that displays all the information one needs to efficiently dispatch &/or locate crews. All vehicle movement is saved in the Samsara cloud allowing for the routes to be reviewed and the next day's work plan. Geofencing is another feature that provides a variety of alerts to help us efficiently manage trucks and routes in the recovery efforts. With this state-of-the-art technology, TFR is always in compliance with ELD mandates and DOT/FMCSA regulations.

Equipment Highlights
(56) Self-Loading Haul Units
(45) Self-Loading Haul Units (Trailers)
(19) Bucket Trucks
(17) Dozers
(12) Excavators
(14) Service Trucks
(7) Heavy Haulers
(6) Diamond Z1463 Tub Grinders
(2) Diamond Z4000 Horizontal Grinders



## Samsara Features

### REAL-TIME GPS TRACKING

- Live vehicle location tracking
- Trip histories
- Geofence alerts

[Learn more](#) | [Watch video](#)

### TRAILER TRACKING

- Theft detection
- Utilization reporting
- Cargo and temperature

[Learn more](#)

### SAFETY & DASH CAMS

- Distracted driving detection
- In-cab voice coaching
- Automatic incident upload

[Learn more](#) | [Watch video](#)

### ROUTING & MESSAGING

- Real-time route tracking
- Historical performance analysis
- Two-way messaging

[Learn more](#) | [Watch video](#)

### DOCUMENTS

- Document upload with photos
- Centralized record-keeping
- Proof of delivery, fuel & more

[Learn more](#) | [Watch video](#)

### FLEET MAINTENANCE

- Fault code monitoring
- Paperless DVIRs
- Usage-based maintenance

[Learn more](#) | [Watch video](#)

### WIFI HOTSPOT

- In-cab WiFi
- Cellular data included
- For any mobile app or device

[Learn more](#)

### ELD COMPLIANCE

- FMCSA-listed ELD
- Works with any mobile device
- Centralized real-time visibility

[Learn more](#) | [Watch video](#)

### REEFER MONITORING

- Easy to install wireless monitors
- Live temperature change alerts
- Automatic historical logs

[Learn more](#)

### REPORTING & ALERTS

- Fuel efficiency & vehicle health
- Activity and driver behavior
- IFTA, ELD, and FSMA

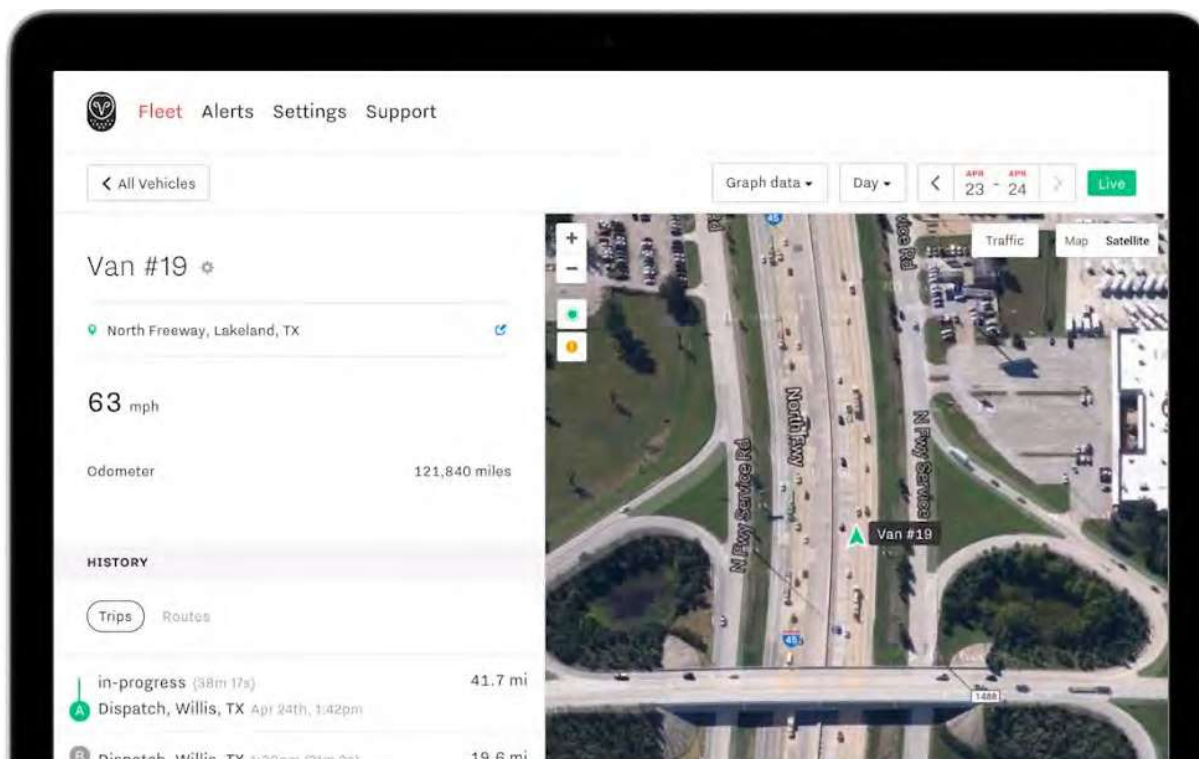
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### DEVELOPER APIS

- Open REST APIs
- TMS, payroll, GIS integrations
- Custom software and apps

[Developer docs](#)

## Samsara Helicopter View



No.	Equipment Type	Year	Make	Model	Identification No.	(C) Company Owned (R) Reserved
1	Air Compressor	1990	Emglo	Y5A60V	92190020	C
2	Air Compressor	2003	Ingersoll Rand		338927UGN221	C
3	Air Compressor	2006	Ingersoll Rand		365253UAX	C
4	Air Compressor	2012	Doosan	XP375WJDT3	435426UAW048	C
5	Air Compressor		Ingersoll Rand	MC2A	1945	C
6	Air Compressor		Campbell Hausfeld			C
7	Air Curtain Burner		ACD	T400	T35FN01052	C
8	Air Curtain Burner		ACD		103846	C
9	Air Curtain Burner		McPherson	M30F	U149701V	C
10	Air Curtain Burner		McPherson	M30F	U148961V	C
11	Bridge Erection Boat		AD	MKIII	42XBK23649H112935	C
12	Bridge Erection Boat		AD	MKII	06681V368	C
13	Bucket Truck	1999	International	4900	1HTSDAAN0XH659739	C
14	Bucket Truck	2012	Freightliner	M2106	1FVACXDU8CHBE2106	C
15	Bucket Truck	2011	Freightliner	M2106	1FVACXDU3BDAU8452	C
16	Bucket Truck	2007	International	4300	1HTMMAAN97H433997	C
17	Bucket Truck	2006	International	4300	1HTMMAAR06H199847	C
18	Bucket Truck	2010	Freightliner	M2106	1FVACXDT7AHAP3532	C
19	Bucket Truck	1998	Ford	F800	1FDXF80C0WVA35473	C
20	Bucket Truck	1990	GMC	C7H042		R
21	Bucket Truck	2007	International	430		R
22	Bucket Truck	2001	International	4700	1HTSCAAM61H398263	R
23	Bucket Truck	2004	International		1HTMMAAL54H672005	R
24	Bucket Truck	2005	International	4300	1HTMMAANX5H692740	R
25	Bucket Truck	2006	International	4300	1HTMMAAP76H248265	R
26	Bucket Truck	2007	Ford	F750	3FRNF75E77V512537	R
27	Bucket Truck	2007	Ford	F750	3FRNF75E47V467587	R
28	Bucket Truck	2007	Ford	F750SD	3FRNF75E57V467601	R
29	Bucket Truck	2007	International	4000	1HTMMAAN17H392586	R
30	Bucket Truck	2007	Ford	F750SD	3FRNF75E07V467585	R
31	Bucket Truck	2007	International		1HTMMAAN97H413877	R
32	Crawler Tractor	2014	Magnatrac	MH8000	H800152	R
33	Crawler Tractor	2012	Komatsu	D31PX22	KMTD011P01060725	R
34	Dozer	1984	Caterpillar	D7H	79Z01488	C
35	Dozer	1991	Caterpillar	D7H	4AB04147	C
36	Dozer	1981	Caterpillar	D8K	77V17840	C

37	Dozer		Caterpillar	D6TLGP	THX28329	C
38	Dozer	2006	Caterpillar	D6RLGP	CAT00D6RKWRG00215	C
39	Dozer	2008	Caterpillar	D7R	AEC01989	C
40	Dozer		Caterpillar	D6RLGP	9PN02000	C
41	Dozer	1991	Caterpillar	D7H	4FG04117	C
42	Dozer	2003	Caterpillar	D7R	AEC00681	C
43	Dozer	2008	Caterpillar	D6TLGP	CAT00D6TCKJL00560	C
44	Dozer	1978	Caterpillar	D6D	6X597	C
45	Dozer	2009	Caterpillar	D6TLGP	KJL00985	C
46	Dozer	1979	Caterpillar	D6D	4X5133	C
47	Dozer		Caterpillar	DV060	08Z53048	C
48	Dozer		Caterpillar	963-TL	0963CKBBD01120	C
49	Dozer		Caterpillar	973-C	CAT0973CK3RZ00613	C
50	Dozer	1989	John Deere	550G	T0550GH758338	R
51	Dump Truck	2000	Freightliner	FL70	1FV6HLAA5YHB76509	C
52	Excavator	2001	Komatsu	PC270LC6	A85139	C
53	Excavator		Deere	690D	DW690DL533807	C
54	Excavator		Volvo	EC330BLC	330B10324	C
55	Excavator		Volvo	EC220DL	220D210418	C
56	Excavator	2012	Komatsu	PC240LC10	A20120	C
57	Excavator	2013	Komatsu	PC210LC	KMTPC243V02450356	C
58	Excavator	2020	Kobelco	EK-SK210	YQ15605293	C
59	Excavator		Komatsu	210LC	KMTPC257PLTC81212	C
60	Excavator	2013	Komatsu	PC240LC10	KMTPC240C02090090	C
61	Excavator	2019	Kobelco	SK260LC10	LL1610594	C
62	Excavator		Komatsu	210LC	KMTPC257HJTC80715	C
63	Excavator		Komatsu	290LC	KMTPC255TEWA27188	C
64	Flatbed Trailer	2005	Big Tex		4YNBN20245C027949	C
65	Flatbed Trailer	2007	Big Tex		16VGX202672680173	C
66	Flatbed Trailer	2011	Magnum		4P5B52027B2159392	C
67	Flatbed Trailer	2013	Big Tex		16VNX122XD2C97883	C
68	Flatbed Trailer	2013	Big Tex		16VPX1629C2348689	C
69	Flatbed Trailer	1999	HMDE		4AG6U2338XC029735	C
70	Flatbed Trailer	1997	Centerville		1C6EG102XV1752300	C
71	Flatbed Trailer	1997	Reitnouer		1RNF48A27VR003233	C
72	Flatbed Trailer	2006	Town		4KNTT14226L161597	C
73	Flatbed Trailer	2015	JLG		5DYAAB2L5FC006883	C
74	Flatbed Trailer	2015	PJ		4P5FD3623F1217625	C
75	Flatbed Trailer	2008	Towmaster		4KNTT14248L161314	C
76	Flatbed Trailer	2008	Towmaster		4KNTT14257L162843	C
77	Flatbed Trailer	2015	Big Tex		16VFX2026F2092400	C

78	Flatbed Trailer	2007	Trail King		1DA72C7N07C018695	C
79	Flatbed Trailer	2019	Texas Pride			R
80	Flatbed Trailer	2016	Big Tex		16VFX2020G2074525	R
81	Horizontal Grinder	2014	Diamond Z	DZH4000	1R9FX390XEC722024	C
82	Horizontal Grinder	2014	Diamond Z	DZH4000	1R9FX3904EC722030	C
83	KB Pup-Trailer	2012	Homemade	HMDE	MOHMTTRAILER020044	C
84	KB Pup-Trailer	2006	Great Lakes	TR2250DC	1G9CD23336S139786	C
85	KB Pup-Trailer	2006	Great Lakes	TR2250DC	1G9CD23346S139779	C
86	KB Pup-Trailer	2006	Great Lakes	TR2250DC	1G9CD23376S139712	C
87	KB Pup-Trailer	2006	Great Lakes		1G9CD23356S139711	C
88	KB Pup-Trailer	2018	Titan Machinery	HMDE	MOHMTTRAILER025812	C
89	KB Pup-Trailer	2019	Edgewood	ST	1E9US2629KS589119	C
90	KB Pup-Trailer	2018	Homemade	HMDE	MOHMTTRAILER025813	C
91	KB Pup-Trailer	2019	Edgewood	ST	1E9US2625KS589103	C
92	KB Pup-Trailer	2019	Edgewood	ST	1E9US2624KS589089	C
93	KB Pup-Trailer	2019	Edgewood	ST	1E9US2627KS589118	C
94	KB Pup-Trailer	2018	Homemade	HMDE	MOHMTTRAILER025811	C
95	KB Pup-Trailer	2019	Edgewood	ST	1E9US2626KS589126	C
96	KB Pup-Trailer	2019	Edgewood	ST	1E9US2627KS589135	C
97	KB Pup-Trailer	2019	Edgewood	ST	1E9US2627KS589149	C
98	KB Pup-Trailer	2020	Edgewood	ST	1E9US2923LS589159	C
99	KB Pup-Trailer	2020	Edgewood	ST	1E9US2923LS589162	C
100	KB Pup-Trailer	2020	Edgewood	ST	1E9US2927LS589164	C
101	KB Pup-Trailer	2020	Edgewood	ST	1E9US2925LS589163	C
102	KB Pup-Trailer	2012	Edgewood	HMDE	MOHMTTRAILER020042	R
103	KB Pup-Trailer	2010	Edgewood	HMDE	MOHMTTRAILER018042	R
104	KB Pup-Trailer	2012	Edgewood	HMDE	MOHMTTRAILER020041	R
105	KB Pup-Trailer	2018	Edgewood	ST	1E9US2728JS589061	R
106	KB Pup-Trailer	2018	Edgewood	ST	1E9US2725JS589050	R
107	KB Pup-Trailer	2018	Edgewood	ST	1E9US2725JS589048	R
108	KB Pup-Trailer	2018	Edgewood	ST	1E9US2727JS589049	R
109	KB Pup-Trailer	2018	Edgewood	ST	1E9US2762JS589060	R
110	KB Pup-Trailer	2018	Edgewood	ST	1E9US2622JS589073	R
111	KB Pup-Trailer	2017	Edgewood	ST	1E9US2623HS589030	R
112	KB Pup-Trailer	2018	Edgewood	ST	1E9US2723JS589047	R
113	KB Pup-Trailer	2018	Edgewood	ST	1E9US2721JS589046	R
114	KB Pup-Trailer	2021	Edgewood	ST	1E9US302XMS589258	R
115	KB Pup-Trailer	2021	Edgewood	ST	1E9US3021MS589262	R
116	KB Pup-Trailer	2021	Edgewood	ST	1E9US3028MS589260	R
117	KB Pup-Trailer	2021	Edgewood	ST	1E9US3021MS589259	R
118	KB Pup-Trailer	2021	Edgewood	ST	1E9US3023MS589263	R



119	KB Pup-Trailer	2021	Edgewood	ST	1E9US3022MS589268	R
120	KB Pup-Trailer	2021	Edgewood	ST	1E9US3024MS589269	R
121	KB Pup-Trailer	2021	Edgewood	ST	1E9US3020MS589270	R
122	KB Pup-Trailer	2021	Edgewood	ST	1E9US3023MS589277	R
123	KB Pup-Trailer	2021	Edgewood	ST	1E9US3021MS589276	R
124	KB Pup-Trailer	2021	Edgewood	ST	1E9US302XMS589275	R
125	KB Pup-Trailer	2009	Edgewood	ST	ARKAVTL0590455016	R
126	KB Pup-Trailer	2007	Great Lakes			R
127	KB Pup-Trailer	2000	WBH		1W9SD1628YC269033	R
128	KB Self-Loader	2003	Sterling	L9500	2FZHAZAS73AK28772	C
129	KB Self-Loader	2004	Sterling	L9500	2FZHAZAS84AM87966	C
130	KB Self-Loader	2003	Kenworth	T800	1NKDLU0X43J710108	C
131	KB Self-Loader	1998	Peterbilt	357	1NPALT9X0WN461734	C
132	KB Self-Loader	1998	Peterbilt	357	1NPALT9X5WN461728	C
133	KB Self-Loader	2003	Freightliner	FL112	1FVHBGAS53HK52388	C
134	KB Self-Loader	2006	Western Star	4900 SB	5KKPALAV96PV43823	C
135	KB Self-Loader	2007	Western Star	4900 SB	5KKPALAV47PY35512	C
136	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X69J242505	C
137	KB Self-Loader	2009	Kenworth	T800	1NKDLU0XX9J242507	C
138	KB Self-Loader	2007	Kenworth	T800	1NKDLT0X87J190818	C
139	KB Self-Loader	2008	Kenworth	T800	1NKDLU0X78J235352	C
140	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X89J242506	C
141	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X09J242502	C
142	KB Self-Loader	2009	Kenworth	T800	1XKDDU0X89J246574	C
143	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X99J242501	C
144	KB Self-Loader	2008	Kenworth	T800	1XKDDU0X18J223975	C
145	KB Self-Loader	2008	Kenworth	T800	1XKDDU0X78J223981	C
146	KB Self-Loader	2011	Kenworth	T800	1NKDLU0X6BJ281035	C
147	KB Self-Loader	2010	Kenworth	T800	1NKDLU0XXAR266280	C
148	KB Self-Loader	2011	Kenworth	T800	1NKDLU0X7BJ278354	C
149	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X69J256033	C
150	KB Self-Loader	2008	Kenworth	T800	1XKDDU0X78J228727	C
151	KB Self-Loader	2009	Kenworth	T800	1NKDLU0X39J237424	C
152	KB Self-Loader	2008	Kenworth	T800	1NKDLU0X08J233491	C
153	KB Self-Loader	2005	Sterling		2FWBA2DE5SAV23128	R
154	KB Self-Loader	1995	Freightliner		1FUPFZXB2SA597897	R
155	KB Self-Loader	2004	Peterbilt	357	1XPADB0X04DB819508	R
156	KB Self-Loader	2005	Peterbilt	357	1NPALB0X45D842644	R
157	KB Self-Loader	2006	Peterbilt	357	1NPALB0X96D632705	R
158	KB Self-Loader	2007	Freightliner		1FVHC5DE27HX68138	R
159	KB Self-Loader	2007	Freightliner		1FYHC5DE07HX68140	R



160	KB Self-Loader	2006	Western Star		5KKHAWAVX6PW37855	R
161	KB Self-Loader	2001	Peterbilt	379	1NP5XU0X41D569216	R
162	KB Self-Loader	2013	Peterbilt		1NPTX4TX6DD181864	R
163	KB Self-Loader	2005	Peterbilt/Red		1XP5DB9X25D881630	R
164	KB Self-Loader	2006	Peterbilt	379	1XP5DB9X76D646688	R
165	KB Self-Loader	2006	Peterbilt	379	1XP5DB9XX6N898414	R
166	KB Self-Loader	2003	Peterbilt	357	1NPALB0X53N596260	R
167	KB Self-Loader	2019	International	HX520	3HTDPAPT4KN358427	R
168	KB Self-Loader	2005	International	5900L	1HTXRAPT5J028306	R
169	KB Self-Loader	1990	Ford		1FDZY90X3LVA25141	R
170	KB Self-Loader	2007	Peterbilt		1XP5D49X17D683748	R
171	KB Self-Loader	2005	Peterbilt		1XP5DB9X05N860477	R
172	KB Self-Loader	2014	Peterbilt	367	1NP4L40X9ED227589	R
173	KB Self-Loader	2003	Peterbilt	379	1XP5DB9X13D591649	R
174	KB Self-Loader	2019	Freightliner		3ALHG3DV1KDKN11095	R
175	KB Self-Loader	2020	Western Star	4900SB	5KKMALD10LPLJ3935	R
176	KB Self-Loader	2007	Sterling		2F2HAZCV07AV53003	R
177	KB Self-Loader	2003	Sterling	9500	2FZHAZAS03AK68711	R
178	KB Self-Loader	2004	Sterling	LT9501	2FZHAZCV64AM24825	R
179	KB Self-Loader	2005	Sterling	LT9501	2FZHAZCV75AU92195	R
180	KB Self-Loader	2006	Freightliner	M2112	1FVHC5CV86HV54044	R
181	KB Self-Loader	2007	Kenworth		1NKWLB0X071156522	R
182	KB Self-Loader	2008	Mac	CH613	1M1AN07Y18N002964	R
183	KB Self-Loader	2019	Western Star	4700SF	5KKMAVDV7KPKM6019	R
184	Light Tower	2012	Doosan	LSC	4FVLSACA6CU444257	C
185	Light Tower		Magnum			C
186	Light Tower		Magnum	MLT3060MMH	80743	C
187	Light Tower		Magnum	MLT3060MMH	170255	C
188	Light Tower	2008	Ingersoll Rand		393605UJRC13	R
189	Light Tower		Nighthawk	LT12		R
190	Light Tower	1999	Magnum	40601MH	99246	R
191	Light Tower		Coleman	MH4000RDKH	151217	R
192	Low Boy Trailer	2014	Fontaine		57JE5130XE3561385	C
193	Low Boy Trailer	2013	Fontaine		13NE51308D3560602	C
194	Low Boy Trailer	1994	Talbert		40FH0482R1010817	C
195	Low Boy Trailer	1992	Trail King		1TKS00517NM030565	C
196	Low Boy Trailer	1992	Trail King		1TKS00517NM030566	C
197	Office Trailer	1984	Grumman		1GXDBAF21EW001008	C
198	Office Trailer	1987	Ellis		1E9EE5743H1013022	C
199	Office Trailer	1992	Trail MBL		1PT011AH6W9002247	C
200	Office Trailer	1992	Moex		1M9X25225TA237065	C

201	Office Trailer	1997	Coach		1M9A6A729VH022102	C
202	Office Trailer	1999	Moex		1M9X25227TA237058	C
203	Power Screen	2001	Trommel	725	9500531	C
204	Power Screen		Trommel	830	9202071	C
205	Pressure Washer	2007	HMDE		PC101	C
206	Pressure Washer		Alkota		192477	C
207	Pressure Washer		American Kleaner		C368	C
208	Pressure Washer		Hotsy		H51669	C
209	Pressure Washer		Landa		P00306	C
210	RV	2006	Denali	31FGBS	47CTD1R216P615392	C
211	RV	2004	Jayco	27B	1UJB02N741EF1875	C
212	RV	2006	Open Road		5L4TR322361012206	C
213	RV	1998	Prevost		2PCV33493V1011707	C
214	RV	2015	Heartland	Trail Runner	5SFEB3222GE312623	C
215	Service Trailer	2001	Titan		5DZC8162511001697	C
216	Service Trailer	1997	WW		11WEC1623VM227765	C
217	Service Trailer	2002	TRBL		4X4TSEV282U200791	C
218	Service Trailer	1999	WW		11WHC162XYW251191	C
219	Service Trailer	1999	Magnum		1V5BA1624X1133175	C
220	Service Truck	2005	Ford	F450	1FDXF46P05EC08622	C
221	Service Truck	2013	Ford	F350	1FT8W3BT1CEC38201	C
222	Service Truck	2014	Ford	F350	1FT8W3BT6EEA40636	C
223	Service Truck	2009	Ford	F450	1FDAX46R79EA14566	C
224	Service Truck	2014	Ram	5500	3C7WRNBL8EG228497	C
225	Service Truck	2011	Ford	F350	1FDRF3G6XBEA70849	C
226	Service Truck	2001	Ford	F450	1FDXF46F31EA27158	C
227	Service Truck	2018	Toyota	Tacoma	5TFCZ5AN9JX150501	C
228	Service Truck	2020	Ram	3500	3C7WRTCLXLG103257	C
229	Service Truck	2013	Ford	F150	1FTFW1ET1DKD64424	C
230	Service Truck	2020	Ram	2500	3C6UR5CL6LG252045	C
231	Service Truck	2022	Ram	3500	3C63RRGL2NG135014	C
232	Service Truck	2022	Ram	3500	3C63RRGL0NG114808	C
233	Service Truck	2011	Dodge	57H7CK	3D6WU7EL6BG591535	R
234	Skid Steer	2003	Bobcat	T300	5219-12445	C
235	Skid Steer		Bobcat	S300	525815902	C
236	Skid Steer	2009	Bobcat	T300	A5GU35117	C
237	Skid Steer		Bobcat	T300	A5GU20012	C
238	Skid Steer		Bobcat	T300	525415884	C
239	Skid Steer		Bobcat	T300	525413076	C
240	Skid Steer	2009	Bobcat	T300	A5GU35209	C

241	Skid Steer	2012	Bobcat	T750	ANKA12229	C
242	Skid Steer	2019	Bobcat	T870		R
243	Skid Steer	2013	Bobcat	T190		R
244	Skid Steer		Bobcat	T320	A7MP60119	R
245	Skid Steer		Bobcat	T300	532011795	R
246	Skid Steer		Bobcat	246	00246C5S206425	R
247	Skid Steer	2019	Bobcat	T770	AT6318861	R
248	Stump Grinder	2013	Rayco	RG1665AC	0-449	C
249	Stump Grinder	2014	Fecon	SH260		C
250	Tractor	2005	Peterbilt	379	1XP5PBEX75D826166	C
251	Tractor	2008	Kenworth	T800	1XKDDU9X68R213592	C
252	Tractor	2009	Kenworth	T800	1XKDP4EX59J253787	C
253	Tractor	2010	Kenworth	T800	1XKDDU9XXAR259318	C
254	Tractor	2009	Kenworth	T800	1XKDDU9X89J256363	C
255	Tractor	2010	Kenworth	T800	1XKDDU9X4AR260416	C
256	Tractor	2012	Western Star	W4900	5KJJABDR5DPBU1199	C
257	Tub Grinder	1999	Diamond Z	1352BI	1D9FX423XN147003	C
258	Tub Grinder	2003	Diamond Z	1463-B	1D9FX4530NN47068	C
259	Tub Grinder	1997	Diamond Z	1463-B	1D9FX4536TN147184	C
260	Tub Grinder	1999	Diamond Z	1463-B	1D9FX4534XN147240	C
261	Tub Grinder	1998	Diamond Z	1463-B	1D9FX4537WN147232	C
262	Tub Grinder	2003	Diamond Z	1463-B	1D9FX4639YC147259	C
263	Tub Grinder	2004	Diamond Z	1463-B	1D9FX46311C147262	C
264	Tub Grinder	1999	Diamond Z	1463-B	1D9FX46364C147293	C
265	Vacuum Truck	2000	Freightliner		1FVUFXYB9YPB65702	C
266	VersaHandler	2009	Bobcat	V723ZFL	368112100	C
267	VersaHandler		Genie	GTH6622		C
268	Walking Floor Trailer	2002	MAC		5MAMN45292C005339	C
269	Walking Floor Trailer	2005	MAC		5MAMN48285C008359	C
270	Walking Floor Trailer	2004	MAC		5MAMN48214C007357	C
271	Walking Floor Trailer	2008	MAC		5MAMN48288C016384	C
272	Walking Floor Trailer	2005	MAC		5MAMN482X5C008556	C
273	Walking Floor Trailer	2019	MAC		5MAMN4824KW051069	C
274	Walking Floor Trailer	2019	MAC		5MAMN4824KW051073	C
275	Walking Floor Trailer	2017	East		1E1U2X289JR060527	C
276	Water Truck	2000	Freightliner	FL70	1FV6HJAA3YHB19746	C
277	Water Truck	2000	Ford	F650	3FRNF65995V180949	C
278	Water Truck	2006	Eco		5PKUEH2236W052290	C
279	Wheel Loader		Volvo	L110E	L110EV60278	C
280	Wheel Loader		Volvo	L120E	L120EV66140	C
281	Wheel Loader		Volvo	L120G	VCEL120GL00030787	C

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282	Wheel Loader		Volvo	L120E	L120V64601	C
283	Wheel Loader		Volvo	L120E	L120EV64757	C
284	Wheel Loader		Volvo	L120C	62368	C
285	Wheel Loader		Volvo	L120G	30275	C
286	Wheel Loader		Volvo	L120E		C
287	Wheel Loader	2001	John Deere	444H	DW444HX581391	R

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### **TFR Office Location to Service League City**

**Corporate Headquarters:**

601 Leander Drive  
Leander, Texas 78641  
Office: (512) 260-3322  
Fax: (512) 528-1942

Incorporated: 06/12/1989  
Federal Tax ID# 72-1149862  
Duns: 08-1346561  
[www.tfrinc.com](http://www.tfrinc.com)

**TFR Employee List - Active and On-Call**

<b>Des.</b>	<b>Status</b>	<b>Employee</b>	<b>Title</b>
(A)	Active	Balak, Victoria	Contract Administrator
(A)	Active	Barfield, Roger	Safety/Fleet Manager
(A)	Active	Jean, Tiffany J	Contract Manager
(A)	Active	Lyell, Sharon	Operations Manager
(A)	Active	Mejia Jr, Rigoberto	Project Supervisor
(A)	Active	Mejia, Juan	Mechanic
(A)	Active	Rolison, Kevin	Project Manager
(A)	Active	Rowland, Chase	Director of Operations
(A)	Active	Rowland, Drake	Vice President
(A)	Active	Rowland, Julie A	CFO/Secretary
(A)	Active	Rowland, Tipton F.	CEO/President
(A)	Active	Utterback, Mel	Project Manager
(A)	Active	Vinyard, Steven	Project Manager
(OC)	On-Call Reserve	Achord, Darlene S	Laborer
(OC)	On-Call Reserve	Adams, Tabitha	Laborer
(OC)	On-Call Reserve	Ahl, Timothy	Laborer
(OC)	On-Call Reserve	Allen, George M	Laborer
(OC)	On-Call Reserve	Appleberry, James D	Laborer
(OC)	On-Call Reserve	Augenstein, Randy J	Equipment Operator
(OC)	On-Call Reserve	Austin, Cystal D	Administrative
(OC)	On-Call Reserve	Auville III, Arthur L.	Project Supervisor
(OC)	On-Call Reserve	Auville IV, Arthur L.	Equipment Operator
(OC)	On-Call Reserve	Auville, Margaret M	Equipment Operator
(OC)	On-Call Reserve	Auville, Melvin L	Equipment Operator
(OC)	On-Call Reserve	Ayres, Dawnell S	Administrative
(OC)	On-Call Reserve	Baldwin, Rodney R.	Equipment Operator
(OC)	On-Call Reserve	Barnes, Coel D.	Laborer
(OC)	On-Call Reserve	Bates, Johnny W	Laborer
(OC)	On-Call Reserve	Bates, Kristi K	Laborer
(OC)	On-Call Reserve	Becker, Jason L.	Laborer
(OC)	On-Call Reserve	Benavides, Chris	Driver
(OC)	On-Call Reserve	Benavides, Cristobal	Driver
(OC)	On-Call Reserve	Benavidez, German	Driver
(OC)	On-Call Reserve	Berry, Jerry J	Driver
(OC)	On-Call Reserve	Berryhill, Michael S.	Driver
(OC)	On-Call Reserve	Bishop, Michael D.	Laborer

(OC)	On-Call Reserve	Blackford, Luke D	Laborer
(OC)	On-Call Reserve	Blackwell, Floyd S	Driver
(OC)	On-Call Reserve	Blansett, Nathan P	Laborer
(OC)	On-Call Reserve	Borland, Billie	Driver
(OC)	On-Call Reserve	Boswell, Jerry L	Equipment Operator
(OC)	On-Call Reserve	Bovell, Leo B.	Equipment Operator
(OC)	On-Call Reserve	Brotherton, Scott D	Driver
(OC)	On-Call Reserve	Brown, Lynn M	Laborer
(OC)	On-Call Reserve	Brown, Michael D.	Laborer
(OC)	On-Call Reserve	Brown, Norman C	Laborer
(OC)	On-Call Reserve	Brown, Tarrant D	Driver
(OC)	On-Call Reserve	Bryant, Eddie F	Driver
(OC)	On-Call Reserve	Bryant, Kelly J.	Equipment Operator
(OC)	On-Call Reserve	Buchanan JR, Earl	Driver
(OC)	On-Call Reserve	Buchanan, Felicia N	Laborer
(OC)	On-Call Reserve	Bumgardner, Donald D	Equipment Operator
(OC)	On-Call Reserve	Bungert, Robert P	Driver
(OC)	On-Call Reserve	Burges, Ashley E	Laborer
(OC)	On-Call Reserve	Burkett, Dale	Laborer
(OC)	On-Call Reserve	Burns, Delia M.	Laborer
(OC)	On-Call Reserve	Burton, Robert M	Laborer
(OC)	On-Call Reserve	Calhoun, Christopher C.	Equipment Operator
(OC)	On-Call Reserve	Calhoun, John H.	Equipment Operator
(OC)	On-Call Reserve	Campos, Alfredo	Laborer
(OC)	On-Call Reserve	Cano, Joseph	Laborer
(OC)	On-Call Reserve	Carlson, Robert J.	Driver
(OC)	On-Call Reserve	Cason, Jay R	Laborer
(OC)	On-Call Reserve	Castilleja, Santiago	Laborer
(OC)	On-Call Reserve	Castillo, Jose E.	Laborer
(OC)	On-Call Reserve	Cereceres, Joseph D	Laborer
(OC)	On-Call Reserve	Cervantes, Lydia	Laborer
(OC)	On-Call Reserve	Chatman, Michael L.	Laborer
(OC)	On-Call Reserve	Choate, Michael E	Driver
(OC)	On-Call Reserve	Clark, Alton B	Driver
(OC)	On-Call Reserve	Clark, Henry D	Driver
(OC)	On-Call Reserve	Clemmons, Basil R.	Equipment Operator
(OC)	On-Call Reserve	Clemmons, Jerome R.	Equipment Operator
(OC)	On-Call Reserve	Cobb, Gregory S	Laborer



(OC)	On-Call Reserve	Cogburn, David	Laborer
(OC)	On-Call Reserve	Cole, Steve M.	Laborer
(OC)	On-Call Reserve	Collar, Travis W	Laborer
(OC)	On-Call Reserve	Cones, Elbert L	Laborer
(OC)	On-Call Reserve	Conn, Johnny	Health And Safety Officer
(OC)	On-Call Reserve	Coons, Curtis W.	Laborer
(OC)	On-Call Reserve	Corrado, Mario J	Driver
(OC)	On-Call Reserve	Cotton, Ricky A.	Equipment Operator
(OC)	On-Call Reserve	Crank, Donald L	Equipment Operator
(OC)	On-Call Reserve	Crossley, Nathaniel	Laborer
(OC)	On-Call Reserve	Cummings, Kristie K	Laborer
(OC)	On-Call Reserve	Cummings, Robert E	Equipment Operator
(OC)	On-Call Reserve	Curtis, James H.	Laborer
(OC)	On-Call Reserve	Daniels, Thomas M.	Equipment Operator
(OC)	On-Call Reserve	Danzeisen, Thomas J	Equipment Operator
(OC)	On-Call Reserve	Darland, Tony S	Equipment Operator
(OC)	On-Call Reserve	Davidson, Isaiah T	Equipment Operator
(OC)	On-Call Reserve	Davidson, Josh R	Laborer
(OC)	On-Call Reserve	Davis III, Charles E	Equipment Operator
(OC)	On-Call Reserve	Davis, Lonnie C	Equipment Operator
(OC)	On-Call Reserve	Davis, Veronica L	Laborer
(OC)	On-Call Reserve	Del Rio, Joseph A.	Supervisor
(OC)	On-Call Reserve	Deleon, Humberto	Laborer
(OC)	On-Call Reserve	Dill, Alicia E	Laborer
(OC)	On-Call Reserve	Dimmers, Thad I.	Driver
(OC)	On-Call Reserve	Dixon, Melissa S	Laborer
(OC)	On-Call Reserve	Donahue, Jeremy A	Equipment Operator
(OC)	On-Call Reserve	Donahue, Mark A	Equipment Operator
(OC)	On-Call Reserve	Donahue, Mark W	Equipment Operator
(OC)	On-Call Reserve	Dotson, Bobby C	Equipment Operator
(OC)	On-Call Reserve	Draiman, Ovidin I	Driver
(OC)	On-Call Reserve	Droke, William R.	Program Director
(OC)	On-Call Reserve	Duskin, Melissa J	Laborer
(OC)	On-Call Reserve	Easterhing, James	Driver
(OC)	On-Call Reserve	Echavarria, Edward L	Laborer
(OC)	On-Call Reserve	Eddings, Nedward G.	Laborer
(OC)	On-Call Reserve	Edwards, Steven H	Laborer
(OC)	On-Call Reserve	Edwards, Travis D	Equipment Operator

(OC)	On-Call Reserve	Elliot, Earlene R	Laborer
(OC)	On-Call Reserve	Emile, Gene K.	Laborer
(OC)	On-Call Reserve	Engel, Christopher M	Driver
(OC)	On-Call Reserve	Esquivel, Fidel C	Laborer
(OC)	On-Call Reserve	Ethridge, Aaron M	Laborer
(OC)	On-Call Reserve	Ethridge-Fisher, Mary T	Laborer
(OC)	On-Call Reserve	Eutsler, Carl D	Laborer
(OC)	On-Call Reserve	Farrar, Wendy S.	Administrative
(OC)	On-Call Reserve	Fernandez, Carlos	Laborer
(OC)	On-Call Reserve	FIPPS, KENNETH L	Laborer
(OC)	On-Call Reserve	Flores, Evaristo	Laborer
(OC)	On-Call Reserve	Flores, Jacob	Laborer
(OC)	On-Call Reserve	Fox, Phillip J	Driver
(OC)	On-Call Reserve	Frankovsky, Jennifer A	Business Development
(OC)	On-Call Reserve	Fuller, William A.	Supervisor
(OC)	On-Call Reserve	Furr, Allen C.	Laborer
(OC)	On-Call Reserve	Furr, Christopher A.	Laborer
(OC)	On-Call Reserve	Gadley, Daniel L	Driver
(OC)	On-Call Reserve	Gandy, Jeremiah L	Equipment Operator
(OC)	On-Call Reserve	Garcia, David	Equipment Operator
(OC)	On-Call Reserve	Garza, Adan	Equipment Operator
(OC)	On-Call Reserve	Garza, Francisco	Equipment Operator
(OC)	On-Call Reserve	Goldfinger, Ronald	Equipment Operator
(OC)	On-Call Reserve	Gomez, Isai	Laborer
(OC)	On-Call Reserve	Gomez, Saul	Laborer
(OC)	On-Call Reserve	Gonzales, Ephraim N.	Laborer
(OC)	On-Call Reserve	Gonzales, Michael	Laborer
(OC)	On-Call Reserve	Goodrich, Christopher T	Equipment Operator
(OC)	On-Call Reserve	Green, Milton E	Driver
(OC)	On-Call Reserve	Green, Scott	Driver
(OC)	On-Call Reserve	Hall, Jessie T	Equipment Operator
(OC)	On-Call Reserve	Harris, Jonathan B	Equipment Operator
(OC)	On-Call Reserve	Haynes, Matthew L	Laborer
(OC)	On-Call Reserve	Hernandez, Robert	Laborer
(OC)	On-Call Reserve	Hernandez, Salvador A	Laborer
(OC)	On-Call Reserve	Herrera, Eric	Laborer
(OC)	On-Call Reserve	Hicks, Robert W.	Equipment Operator
(OC)	On-Call Reserve	Hieke, Mark H	Driver

(OC)	On-Call Reserve	Holman, Michelle L	Laborer
(OC)	On-Call Reserve	Hook, Charles D.	Laborer
(OC)	On-Call Reserve	Horton, Jason	Laborer
(OC)	On-Call Reserve	Hovey Jr, Charles P	Equipment Operator
(OC)	On-Call Reserve	Hovey Sr, Charles P	Laborer
(OC)	On-Call Reserve	Hovey, Jason W	Laborer
(OC)	On-Call Reserve	Hovey, John R	Equipment Operator
(OC)	On-Call Reserve	Howard, John D.	Laborer
(OC)	On-Call Reserve	Hunter, Cynthia E	Laborer
(OC)	On-Call Reserve	Jackson, Richard G	Laborer
(OC)	On-Call Reserve	Jackson, Steve R.	Equipment Operator
(OC)	On-Call Reserve	Jacobsen, Bill	Supervisor/Arborist
(OC)	On-Call Reserve	Jasper, Arley A	Equipment Operator
(OC)	On-Call Reserve	Jester, David L	Equipment Operator
(OC)	On-Call Reserve	Johnson, Barry	Environmental Safety & Compliance
(OC)	On-Call Reserve	Johnson, Mark E.	Equipment Operator
(OC)	On-Call Reserve	Johnston, Charles R.	Equipment Operator
(OC)	On-Call Reserve	Johnston, Cheryl L	Laborer
(OC)	On-Call Reserve	Johnston, Richard K.	Laborer
(OC)	On-Call Reserve	Jolly, Robert J	Driver
(OC)	On-Call Reserve	Jones, Jermaine L	Equipment Operator
(OC)	On-Call Reserve	Jones, Shawn P.	Driver
(OC)	On-Call Reserve	Kantmann, Jesse D	Equipment Operator
(OC)	On-Call Reserve	Kates, Richard G	Laborer
(OC)	On-Call Reserve	Kegley, Robert A	Driver
(OC)	On-Call Reserve	Keller, Glenn W	Laborer
(OC)	On-Call Reserve	Kelley, Charles C	Driver
(OC)	On-Call Reserve	Kersey, Albert V	Driver
(OC)	On-Call Reserve	Kersey, James S	Driver
(OC)	On-Call Reserve	Kersey, Joyce L	Driver
(OC)	On-Call Reserve	Kopf, Glen D.	Laborer
(OC)	On-Call Reserve	Kurtz, Laura M	Laborer
(OC)	On-Call Reserve	Kurtz, Lisa M	Laborer
(OC)	On-Call Reserve	Lane, Nathan R	Equipment Operator
(OC)	On-Call Reserve	Laughter, Arvon L.	Equipment Operator
(OC)	On-Call Reserve	Laughter, Melvin L	Equipment Operator
(OC)	On-Call Reserve	Lawrence, William	Driver
(OC)	On-Call Reserve	Long, Carl A	Driver

(OC)	On-Call Reserve	Lopez, Luis R.	Laborer
(OC)	On-Call Reserve	Lovhaug, Kevin M	Laborer
(OC)	On-Call Reserve	Lucas, Zach	Equipment Operator
(OC)	On-Call Reserve	Lynch, Mitchell E	Laborer
(OC)	On-Call Reserve	Machuca, Francisco J	Laborer
(OC)	On-Call Reserve	Manchester, Warren F	Laborer
(OC)	On-Call Reserve	Martinez, Eduardo J	Laborer
(OC)	On-Call Reserve	Martinez, Eliazar	Laborer
(OC)	On-Call Reserve	Martinez, Miguel J	Laborer
(OC)	On-Call Reserve	Martinez, Paul S	Laborer
(OC)	On-Call Reserve	Massey, Paul A	Equipment Operator
(OC)	On-Call Reserve	Masters, John P	Driver
(OC)	On-Call Reserve	Mata, Jose A	Driver
(OC)	On-Call Reserve	Mathis, James	Driver
(OC)	On-Call Reserve	Matthews, David A	Laborer
(OC)	On-Call Reserve	Mauri, Lenny J.	Laborer
(OC)	On-Call Reserve	Maynard, Barbara	Administrative
(OC)	On-Call Reserve	Maynard, John C	Supervisor
(OC)	On-Call Reserve	McCauley, Adrian T	Equipment Operator
(OC)	On-Call Reserve	McCoy, William E.	Laborer
(OC)	On-Call Reserve	McMillan, Kevin	Laborer
(OC)	On-Call Reserve	McQuinn, Mike D	Laborer
(OC)	On-Call Reserve	Meade, Jonathon B	Laborer
(OC)	On-Call Reserve	Meadows, Lyle A	Laborer
(OC)	On-Call Reserve	Meyers, Mathhew R	Laborer
(OC)	On-Call Reserve	Miller, Mark A	Laborer
(OC)	On-Call Reserve	Moore, Mitchell W	Equipment Operator
(OC)	On-Call Reserve	Moore, Ronnie	Engineer
(OC)	On-Call Reserve	Moore, Travis P	Equipment Operator
(OC)	On-Call Reserve	Murphy, David	Equipment Operator
(OC)	On-Call Reserve	Myers, Walter E	Equipment Operator
(OC)	On-Call Reserve	Nation, Shirley L	Administrative
(OC)	On-Call Reserve	Nefford, William R	Equipment Operator
(OC)	On-Call Reserve	Nelson, Corey S	Equipment Operator
(OC)	On-Call Reserve	Newsom, Lloyd R.	Driver
(OC)	On-Call Reserve	Newsome, David P.	Driver
(OC)	On-Call Reserve	Nickell, Ray A	Driver
(OC)	On-Call Reserve	Nieves, Edward M.	Driver

(OC)	On-Call Reserve	Nissen, Matthew R	Laborer
(OC)	On-Call Reserve	Norman, Adrian J.	Laborer
(OC)	On-Call Reserve	Norris, Zachary M	Laborer
(OC)	On-Call Reserve	O'Connor, Howard J	Laborer
(OC)	On-Call Reserve	O'Connor, James R	Laborer
(OC)	On-Call Reserve	O'Leyar, Jonathan T	Laborer
(OC)	On-Call Reserve	Oubre, Steven A	Laborer
(OC)	On-Call Reserve	Owens, Mark P.	Laborer
(OC)	On-Call Reserve	Pena, Ernesto	Laborer
(OC)	On-Call Reserve	Pena, Frank E	Laborer
(OC)	On-Call Reserve	Pennington, Johnny M.	Laborer
(OC)	On-Call Reserve	Penny, Gerald E	Laborer
(OC)	On-Call Reserve	Penny, James S.	Laborer
(OC)	On-Call Reserve	Perez, William C.	Laborer
(OC)	On-Call Reserve	Perkins, Jason T	Driver
(OC)	On-Call Reserve	Perry, Cody D	Driver
(OC)	On-Call Reserve	Perry, David W	Driver
(OC)	On-Call Reserve	Pfiefer, Tim L	Equipment Operator
(OC)	On-Call Reserve	Phillips Jr., Raymond M	Equipment Operator
(OC)	On-Call Reserve	Pike, Millard E	Laborer
(OC)	On-Call Reserve	Plessala, Barry	Driver
(OC)	On-Call Reserve	Powell, Marcus W.	Equipment Operator
(OC)	On-Call Reserve	Price, Eric C	Driver
(OC)	On-Call Reserve	Primrose, Beau D.	Equipment Operator
(OC)	On-Call Reserve	Primrose, Jimmy G.	Equipment Operator
(OC)	On-Call Reserve	Primrose, Robert E.	Equipment Operator
(OC)	On-Call Reserve	Pritchard, Dulaine C	Driver
(OC)	On-Call Reserve	Puchhas, Stephen J	Driver
(OC)	On-Call Reserve	Puderbach, Theresa I.	Laborer
(OC)	On-Call Reserve	Rawls, Matthew R.	Laborer
(OC)	On-Call Reserve	Reed, Carrie A	Laborer
(OC)	On-Call Reserve	Restivo, Mike D	Laborer
(OC)	On-Call Reserve	Richards, Joseph A	Laborer
(OC)	On-Call Reserve	Robinson, Karen W	Laborer
(OC)	On-Call Reserve	Robinson, Nicholas W	Laborer
(OC)	On-Call Reserve	Robinson, Zeb G	Driver
(OC)	On-Call Reserve	Rogers, William T	Supervisor
(OC)	On-Call Reserve	Rolison, Caren R	Administrative

(OC)	On-Call Reserve	Rollison, Jerry D.	Driver
(OC)	On-Call Reserve	Romanelli, Tony W.	Driver
(OC)	On-Call Reserve	Romero, Rogelio F	Laborer
(OC)	On-Call Reserve	Ross, Steven R.	Driver
(OC)	On-Call Reserve	Rousseau, Donnell C	Driver
(OC)	On-Call Reserve	Royals, Tracy L.	Laborer
(OC)	On-Call Reserve	Rudolph, Patsy L.	Administrative
(OC)	On-Call Reserve	Runnels, Eldridge R	Driver/Operator
(OC)	On-Call Reserve	Rydberg, Thomas F	Driver
(OC)	On-Call Reserve	Salazar, Antonio M.	Laborer
(OC)	On-Call Reserve	Sanford, Sierra M	Laborer
(OC)	On-Call Reserve	Sapp, Floyd W	Driver
(OC)	On-Call Reserve	Sapp, Gloria G	Laborer
(OC)	On-Call Reserve	Sargent, Christopher C	Equipment Operator
(OC)	On-Call Reserve	Sawyer, Danny L	Equipment Operator
(OC)	On-Call Reserve	Schnell, Gary L	Equipment Operator
(OC)	On-Call Reserve	Scott, Scott A	Equipment Operator
(OC)	On-Call Reserve	Shadid, Shadeen H	Driver
(OC)	On-Call Reserve	Sifuentes, Debra	Laborer
(OC)	On-Call Reserve	Simmons, Trey D	Laborer
(OC)	On-Call Reserve	Simmons, Vincent J	Laborer
(OC)	On-Call Reserve	Simonen, Bruce	Laborer
(OC)	On-Call Reserve	Skinner, Larry W	Laborer
(OC)	On-Call Reserve	Skinner, Nycole O	Laborer
(OC)	On-Call Reserve	Sloat, Randall L.	Laborer
(OC)	On-Call Reserve	Smith, Arthur C	Driver
(OC)	On-Call Reserve	Smith, Branden M	Laborer
(OC)	On-Call Reserve	Smith, Michael J	Driver
(OC)	On-Call Reserve	Smith, William	Laborer
(OC)	On-Call Reserve	Smith, William C	Driver
(OC)	On-Call Reserve	Snowden, Aaron D.	Laborer
(OC)	On-Call Reserve	South, Andrew J	Laborer
(OC)	On-Call Reserve	Speed Jr, George M	Driver
(OC)	On-Call Reserve	Spiller, Jr., Gary E	Driver
(OC)	On-Call Reserve	Stevens, Joshua J.	Equipment Operator
(OC)	On-Call Reserve	Stewart, Billy G	Equipment Operator
(OC)	On-Call Reserve	Stewart, Cory T.	Equipment Operator
(OC)	On-Call Reserve	Stinson, Roger D.	Laborer

(OC)	On-Call Reserve	Stoddard, Jammie L	Equipment Operator
(OC)	On-Call Reserve	Stoddard, Jeff	Equipment Operator
(OC)	On-Call Reserve	Strong, Larry A	Driver
(OC)	On-Call Reserve	Stump, Mark A	Laborer
(OC)	On-Call Reserve	Suarez, Alfredo G	Laborer
(OC)	On-Call Reserve	Sullivan, Robert D.	Laborer
(OC)	On-Call Reserve	Sutton, Charles	Laborer
(OC)	On-Call Reserve	Swano, Derick M.	Laborer
(OC)	On-Call Reserve	Taylor, Ronnie A	Laborer
(OC)	On-Call Reserve	Terrell, Michael R.	Driver
(OC)	On-Call Reserve	Thomas, Christopher C	Driver
(OC)	On-Call Reserve	Thomas, Steven	Laborer
(OC)	On-Call Reserve	Thompson, Robert W	Driver
(OC)	On-Call Reserve	Tjaden, Johann O.	Laborer
(OC)	On-Call Reserve	Triplett, Joshua D	Laborer
(OC)	On-Call Reserve	Tucker, James L.	Laborer
(OC)	On-Call Reserve	Turbeville, Danielle N	Laborer
(OC)	On-Call Reserve	Turner, Gena M	Administrative
(OC)	On-Call Reserve	Turner, Rachael L	Administrative
(OC)	On-Call Reserve	Turner, Randall L	Driver
(OC)	On-Call Reserve	Utley, Cecelia M	Laborer
(OC)	On-Call Reserve	Utterback, Joshua C	Driver
(OC)	On-Call Reserve	Utterback, Mel W	Driver
(OC)	On-Call Reserve	VanFossen, Joe M	Equipment Operator
(OC)	On-Call Reserve	Villareal, Rick	Equipment Operator
(OC)	On-Call Reserve	Villarreal, Erica	Administrative
(OC)	On-Call Reserve	Wagner, Ronald D	Driver
(OC)	On-Call Reserve	Wallace, Sally	Administrative
(OC)	On-Call Reserve	Warncke, Courtney	Administrative
(OC)	On-Call Reserve	Weed, Christopher M	Equipment Operator
(OC)	On-Call Reserve	Wells, Danny H	Driver
(OC)	On-Call Reserve	Wells, Jason T	Operator
(OC)	On-Call Reserve	White, Charles B.	Laborer
(OC)	On-Call Reserve	White, Justin C.	Laborer
(OC)	On-Call Reserve	Whitman, Cody R	Equipment Operator
(OC)	On-Call Reserve	Whitman, Jimmy L.	Equipment Operator
(OC)	On-Call Reserve	Whitman, Justin M.	Equipment Operator
(OC)	On-Call Reserve	Whitt, Lacy D.	Administrative



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(OC)	On-Call Reserve	Williams, Dustin L	Laborer
(OC)	On-Call Reserve	Williams, Lemmie O.	Laborer
(OC)	On-Call Reserve	Williamson, Andy F	Laborer
(OC)	On-Call Reserve	Williamson, Vanita	Administrative
(OC)	On-Call Reserve	Wolf, James J	Driver
(OC)	On-Call Reserve	Wolf, Joy L	Administrative
(OC)	On-Call Reserve	Woods, Rodney D.	Driver
(OC)	On-Call Reserve	Yasinski, Richard L	Laborer
(OC)	On-Call Reserve	Young, William	Driver
(OC)	On-Call Reserve	Zittle, Darren E	Laborer

## Project Management Approach

As Prime Contractor, TFR possesses effective program management systems for the overall management, reporting, cost and schedule control, and quality assurance. We have a strong track record on similar contingency contracts with USACE, FEMA, and other Federal agencies that will provide valuable lessons learned to be used when disaster strikes. To expediently serve our clients, our organizational approach features several important organizational initiatives, including an emphasis on logistics, optimized subcontractor teaming with regional and nationwide coverage, a 24/7 response from our home office, and localized, dedicated project support.

### Managing On and Off-Site Personnel

In a disaster, TFR's approach to resource management is to keep the degrees of separation between the operations manager and field personnel as minimal as possible and ensure that the span of control remains manageable. We provide our managers with the authority to make swift decisions in often unforeseen circumstances. These concepts enable us to remain informed of daily operations, maintain efficiencies, and remain agile to adjust to changes.

### On-Site Management

Our team's proposed key personnel have more than 125 years of debris management experience and are committed to sharing their knowledge and capabilities with our clients and mobilizing within 24 hours of notification. Our team is aware of the issues that may arise in the aftermath of a natural or man-made disaster and is prepared and experienced in dealing with them. The debris team will gain a comprehensive knowledge of project goals beyond what is stated in the written scope of work by coordinating with government and municipal disaster management personnel.



Our management structure clearly defines duties and reporting lines for our team and clients. We understand the importance of providing the management team and field personnel with defined roles and a span of control that create a stable structure for workers functioning in a post-disaster environment. Allowing our personnel to concentrate on specific tasks allows them to focus on the project's objectives and manage them in a way that meets or surpasses all contractual standards set within the scope of work.

Daily operations and planning meetings will be attended by all key personnel to convey the status of ongoing operations, quality, safety, and scheduled activities. These meetings are meant to provide for an open discussion of problems as well as an opportunity for attendees to share ideas that will improve efficiency, safety, and quality. Meeting minutes will be kept and made available so that the project status and work assignments may be documented. The project manager will assign specific crews to localities based upon the priorities established by the client's priority routes, debris volume, debris category, disposal options, and available equipment resources.

Our team management and integration plan include the following:

- Subcontract agreements

- Define protocols
- Documentation processes
- Daily/weekly schedule reviews
- Training on quality control, safety, and data reporting
- Performance reviews

### **Off-Site Management**

When multiple missions occur, our program manager will oversee the performance of each operations manager deployed from our corporate office in Leander, Texas. He/she will provide support for subcontracting resources, lodging, fuel, equipment resources, quality control, and health and safety compliance.

### **Quality Control Overview**

TFR has a strong quality assurance/quality control culture, a tried-and-true corporate quality management system that has been employed in all recent disasters, and a track record of high-quality recovery projects. Our quality assurance team is well-versed in corporate procedures. We confirm that the processes, equipment, and verification testing utilized on a wide range of debris removal and other recovery operations correspond to contracts and task order requirements through 3-Phase inspections. (Preparatory Phase, Initial Phase, and Follow-up Inspections), we know that a one-size-fits-all approach to quality control is not realistic, based on lessons learned from previous disaster initiatives. TFR is dedicated to delivering high-quality standards in a cost-effective and timely manner while adhering to government guidelines and regulations.

### **Clean As You Go Policy**

TFR's "Clean as you go" policy applies to all employees and subcontractors during all phases of work. It is designed to ensure and maintain the cleanliness and safety of each work zone to the highest standard. The policy places the responsibility on all workers to maintain the working environment in a clean, tidy, and safe condition at all times when carrying out duties on each pass as thoroughly as practicable.



### **Safety Overview**

The safety and health of our employees continue to be the first consideration in the operation of our business. TFR Enterprises, Inc., and its' principals are committed to maintaining a safe and healthy workplace for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all personnel associated with TFR, whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees/subcontractors are required to report any violations, unsafe conditions, or known safety hazards to their immediate supervisors at once. All subcontractors are subject to TFR's safety and health policy as a condition of the contract agreement.

The responsibility for the health and safety of TFR employees' rests with all levels of management. The specific areas of responsibility are as follows:

- Creating and implementing safe and healthy work practices, working conditions, and a safety mindset among all employees.
- Appointment of appropriate persons to administer the safety and health program.
- Provide a means of collecting, evaluating, and circulating safety and health information, necessary audio-visual aids, and other appropriate materials.
- Maintenance of injury and illness recordkeeping systems with periodic review and evaluation.
- Inspections of health and safety work practices and conditions in the field on a routine basis, utilizing checklists that will be reviewed with site personnel.
- All levels of management and supervisory personnel are committed to the following principles that are the foundation on which the TFR safety and health program are built:
  - All injuries and occupational illnesses can be prevented.
  - All construction and operating expenses can be reasonably safeguarded.
  - Working safely is a condition of employment.

### **Environmental Overview**

TFR is committed to protecting the environment and preserving the Nation's historic resources while complying with applicable Federal environmental and historic preservation laws such as:

- National Historic Preservation Act
- National Environmental Policy Act
- Endangered Species Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Migratory Bird Treaty Act
- Resource Conservation and Recovery Act
- Coastal Zone Management Act
- Farmland Protection Policy Act
- Fish and Wildlife Act
- Wild and Scenic Rivers Act
- Magnuson-Stevens Conservation and Management Act
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12898, Environmental Justice

The primary potential environmental impacts occur from activities related to debris management sites, the individual demolition sites, and transportation activities associated with moving debris and waste along with general transportation activities.

A comprehensive Environmental Protection Plan will be prepared and submitted within five days of notice of award. It will identify specific debris management sites and specific impacts associated with the location(s). This includes site-specific information such as depth to the water table, distance to potential receptors and pathways, and the site setting parameters that may be affected by activities such as dust, odor, noise, traffic, etc. Until the specific debris site is identified, the Environmental Protection Plan cannot be finalized.

This framework is intended to demonstrate our familiarity with the requirement and our ability to deliver the submittal plan as required. It's not intended to be a complete or thorough model for the Environmental Protection Plan.

Pathways to be evaluated and issues to be addressed in the Environmental Protection Plan:

- Air/Dust, Odor, Gases, Smoke
- Water/Storm Water Runoff/Erosion Control, Leaching into Water Table
- Esthetics & Community Relations -Setbacks, Noise, Traffic, Hours of Operation, Tree Preservation, Site Restoration
- Spills and Spill Response

Special Considerations:

- Wetlands Protection
- Ground Water Recharge and Discharge
- Aquatic Food Chain Support
- Fish and Wildlife Habitat
- Fire/Rodent/Wind/Hauling Control

Primary considerations also include prevention of soil erosion and sedimentation, improved air quality, reduced noise pollution, energy conservation through site layout and design, protection of privacy by maintaining and establishing buffers between conflicting land uses and maintaining or enhancing habitat for wildlife through final restoration.

## Technical Approach

This operational plan has been thoroughly vetted over years and years of disaster-related debris management projects. Utilized in Plantation, Florida to smaller projects such as Port Aransas, Texas, the operational plan outlined below maintains the flexibility to administer and complete multiple large-scale projects simultaneously without sacrificing safety, transparency, and performance. In 2017, TFR's flexible operational plan was tested. With projects spanning from Puerto Rico, California, and Florida, to Beaumont, Texas, **TFR operated, funded, and completed 26 simultaneous projects with a total value of over \$78 MIL.**

### FEMA Understanding and Experience

TFR possesses an intimate understanding of the FEMA funding and reimbursement process. **ALL TFR CLIENTS HAVE RECEIVED 100% OF THEIR ELIGIBLE REIMBURSEMENT. TFR HAS NEVER HAD A SINGLE DOLLAR DEOBLIGATED BY FEMA or the FHWA.** We understand that our client's reimbursement is directly correlated to their ability to pay TFR and we work with our clients to ensure this process is as fast and efficient as possible.

TFR personnel has conducted over 350+ federally funded projects, and as such, have gained invaluable experience and familiarity with the FEMA recording and reimbursement process conducted under the federal *Public Assistance Program*. With minimal turnover in our key personnel for the past five (15) years, our employees have been working as a cohesive team to confront FEMA issues and ensure the reimbursement of our clients for 32 years. Sharon Lyell, our Project Administrator, in conjunction with Tiffany Jean, Senior Contract Administrator, heads our *FEMA Compliance Team* in all disaster-related projects. Our *FEMA Compliance Team* is deeply vetted in FEMA management and operational styles, and **NEVER** has TFR, or its officers, had a disputed claim for FEMA reimbursement. These individuals are very familiar with and aware of the federal guidelines for independence in accountability and reporting as well as recognizing that it cannot perform or assume the sovereign duties of the government officials. However, this does not preclude TFR from offering the following services to aid our clients in complying with the federal *Public Assistance Program*:

- Provide extensive pre-event training sessions with a review of previous submitted FEMA paperwork
- Design appropriate cost tracking systems before approval of Project Worksheets is received
- Assist in estimation of debris volumes by debris types and debris management costs for Preliminary Damage Assessments
- Train clients on FEMA's Cost Estimating Format, a forward pricing model allowing FEMA to account for all possible costs on large projects
- Assist in the preparation of Immediate Needs Funding (INF) requests
- Review the operational procedures of the FEMA Public Assistance Program as it relates to the overall recovery process

## Supporting Communities from the Ground Up

### ☑ Ready

With years of experience helping hundreds of customers, TFR offers a deep understanding of the disaster recovery process. We help our clients put together a plan before a disaster strikes so that they will be ready to respond when it does.

### ☑ React

TFR hits the ground running as soon as a disaster strike. We can mobilize our expert project managers, crews, and state-of-the-art equipment within hours.

### ☑ Respond

TFR carefully coordinates every disaster recovery/debris management plan to meet the needs of the community. Our deep planning and project expertise enable us to provide extremely accurate time/cost estimates and meet or exceed all project expectations.

### ☑ Recover

TFR provides support and technical assistance to help clients navigate a complex maze of state and federal public assistance programs, including FEMA reimbursements, to help disaster-impacted communities get back on their feet as quickly as possible.

- Inform and prepare for critical meetings with FEMA, with emphasis on “Kick-off Meeting” and “Applicant’s Briefing”
- Aid in the preparation of Project Worksheets
- Provide, review, and confirm the accuracy of supporting documentation (i.e., Truck Certifications, Load Tickets, Equipment Time Sheets, etc.) for the Project Worksheets to realize full reimbursement

TFR takes a proactive approach to debris management. Enacting a comprehensive, efficient debris management plan, which retains operational flexibility to address problems on the fly, is vital to the success of the project and our client’s realization of full FEMA reimbursement. Upon establishment of a debris management plan, we strongly suggest submitting the plan for FEMA review, relieving undue stress over FEMA acceptance following a disaster event.

### Training Sessions and Tabletop Exercises

Preparation is the be-all of good emergency management. As such, TFR offers annual on-site training and tabletop exercises for all Clients wishing to participate. Usually lasting 4 to 5 hours, TFR conducts the training service in the months preceding Hurricane Season on simulated events developed by TFR. In the past, we have offered this value-added service to Clients to familiarize ourselves with key emergency management officials and local agencies designated to the project. TFR believes understanding the needs of the local officials allows us to tailor-make a debris management plan that best suits the community.

With TFR’s expertise and guidance, together, the client and TFR will develop a complete, full-service debris management plan that anticipates encumbrances, highlights transparency, emphasizes expediency, and forces accuracy. The preparation and experience gained during our training exercises will position local officials to respond quickly and realize full FEMA reimbursement. Additionally, by identifying key elements, such as DMS and Staging locations, TFR can better rapidly mobilize to ensure an efficient response immediately following the storm.

TFR’s training session focuses heavily on the following topics:

### FEMA Guidelines and Policies

This portion of the training is billed as “How Best to Maximize Your Federal Reimbursement.” We walk through, step-by-step, the FEMA *Public Assistance Program* from the Disaster Declaration by the President to the submittal of the “Letter Requesting Project Closeout.” TFR will inform our clients of topical and current FEMA guidelines and policies that are affecting the reimbursement process. Additionally, to benefit and familiarize Officials with federal documentation and expectations, TFR will review and analyze a FEMA Reimbursement Submittal from a current client that received full funding. This portion of the training is customized to fit the knowledge and expertise of the local officials, however, in every training session we stress key elements of the process outlined below:

- Review and recommendations for *Request for Public Assistance Form*
- Training of personnel on federal expectations in Project Worksheets (PW)
  - Review scope of work justifications including narratives, fiscal documentation, and
  - Analyze accepted content documentation of completed projects, including photo documentation, invoices, etc.
  - Review supporting documentation for PW’s for accuracy.
  - Familiarize the client with an individual project and deficiencies of the file, scope of work relating to the project worksheets, and cost estimates.
- Review and identification of eligible equipment, labor, and contracts, accurate unit costs, and scope of work.

### TFR Spotlight

**TFR has successfully completed more than \$350,000,000.00 in federally funded task orders.**



- Review and analyze the utilization of Force Account Equipment, Force Account Materials, and Force Account Labor practices for reconciliation with Work Orders and Equipment Codes
- Review and recommendations for *Force Account Labor Summary Record*, *Force Account Equipment Summary Record*, and *Contract Work Summary Record*
- Review and analysis of documentation program in keeping with FEMA reimbursement guidelines:
  - Update existing documentation and record-keeping systems to comply with federal reporting and record-keeping, or
  - Propose a record-keeping and documentation system that will comply with federal reporting and record-keeping requirements.
- Provide training and orientation to clerical and department heads on required documentation quality and quantity requirements
- Examine the reconciliation of invoices to appropriate Purchase Orders and PW's scope of work.
- Examine status reports and PW tracking through State and Federal Agencies.
- Review the organization and preparation of invoices, canceled checks, contracts, public notices, bid tabulations, force account labor and equipment information summaries with easy reference tabs, attached in document format, to coincide with the guidance documents utilized by FEMA inspectors
- Examine the drafting and final submittal of the "Letter Requesting Closeout"

### Debris Management Site Location and Testing

In conjunction with Government Officials, TFR seeks to aid in the selection and qualification of Debris Management Sites. Identification and selection of an appropriate DMS are vital to the efficiency, cost control, and overall safety of the debris management process. The FEMA *Debris Management Guide* outlines the selection of a DMS through the following:

1. Ownership
2. Size
3. Location
4. Environmental and historic concerns

In past planning sessions, TFR and Government Officials have scoured potential areas locating and qualifying numerous DMS through a stringent identification process. Examining the layout of the City/County, possible high-volume areas, and environmental impact, TFR and Officials can establish probable locations that best suit the debris management effort. After sites have been identified, historical information is pulled to ensure compliance with the National Historic Preservation Act, and soil and water samples are collected to file with State Environmental Protection Agencies. Coupled with TFR's unique ability to operate 8 concurrent debris management sites with Company-owned Diamond Z Grinders, the qualification process of logistically, geographically, and environmentally appropriate DMS is key to the efficient, rapid mobilization effort TFR can offer.

### Sectoring of the Impacted Area

TFR strongly recommends our clients develop and review sector maps for the debris management plan. If requested, TFR will assist in the establishment of emergency routes with a pivotal focus on immediate need facilities. TFR prioritizes certain immediate need facilities, including EOCs, government buildings, hospitals, and FEMA Distribution Centers, to employ a rapid 70-hour "Push" to secure the facility access. Following the establishment of emergency routes, TFR and Government Officials will review preliminary sector maps and designated DMS for debris collection. Our goal is to develop sector maps that retain flexibility post-storm to ensure efficient allocation of resources to debris-ridden areas while emphasizing safety to our crews and the community.



## Pre-Strike Procedures

48-72 hours before anticipated landfall: Both the President and Director of Operations of TFR Enterprises, Inc. have been monitoring and tracking “Mock” hurricanes through local communication and weather channels.

The Director of Operations will contact the known designated Government Representatives and provide them with the primary and secondary, 24-hour emergency contact personnel and points of contact (e-mail and cell phone).

The Contract Administrator in the home office will produce a list of known, experienced subcontractors from the database and sort the list by State (a list can be provided upon request) \*Note: The subcontractors listed as pre-qualified are companies familiar with TFR procedures and expectations. In past projects, these subcontractors have been successful in operating alongside TFR and thoroughly vetted.

Project Managers will each be given a group of these subcontractors to contact. Each Project Manager will begin calling the subcontractors and make the following determinations for each and in aggregate:

- Current equipment and personnel on hand and available to commit if tasked.
- Best-estimated anticipated response time if tasked.
- Plans for housing, feeding personnel, and fuel supply resources.

During this same period, the Service Manager in the home office will begin calling Equipment Rental Dealers to identify available equipment on hands, such as Rubber Tired Front End Loaders, Skid Steer Loaders, Grapple attachments, Knuckleboom Loaders, Bucket Trucks, Vacuum Trucks, Water Trucks, Bulldozers, Portable Generators, and Portable Toilets, to augment, if necessary, TFR owned equipment. Also, the Service Manager will prepare preliminary tracking routes for Company-owned equipment and determine what states and what permits may be required if tasked.

An evaluation of the information gathered from the Subcontractors who have been contacted and an estimated crew/response capability will be made in the following priority:

- 1) Subcontractors on a call with Emergency Road Clearing Equipment.
- 2) Subcontractors on a call with Loading and Hauling Equipment.
- 3) Subcontractors on a call with Site Management Equipment.

This information will be added to the estimated crew/response capability of TFR’s Company-owned equipment and personnel, and a preliminary mobilization schedule will be prepared.

24-48 hours before anticipated landfall: The Service Manager will begin acquiring trip permits for dispatching the initial transport of heavy equipment (debris clearing and site preparation equipment) to the designated staging area.

Loading and Hauling equipment and personnel will be dispatched to the designated staging area as well as mobile campers and temporary housing units.

The experienced subcontractors previously notified will be contacted by the Project Managers and placed on standby, if necessary. Their mobilization capability and preparedness will be noted and updated in the preliminary crew assessment.

0-24 hours before anticipated landfall: Upon notification of the Government Representative, or at the discretion of the Director of Operations, the *Pre-Execution Planning Team* (Operations Manager, Operations Planner, Project Managers, Environmental Health and Safety Officer, and the Program/QC Manager) will deploy.

To provide an immediate point of contact, at least one (1) TFR Representative shall “ride out” the storm with Government Officials. This TFR representative shall be responsible for coordinating the “push” effort as the *Pre-Execution Planning Team* assesses the damage, sections the City/County, if not completed, and mobilizes resources.

A workforce of Management and Loading and Hauling crews (minimum of ten) have been notified, prepared, and will be in the affected Sector/Subsector and poised to respond within a few hours following the landfall or strike for the immediate emergency needs response.

In a post-strike environment, with a Notice to Proceed, the planning team will deploy to the designated location within hours to participate in estimating debris volume, sectoring the disaster area, locating debris sites, determining personnel and equipment requirements, evaluating environmental and health and safety issues, and identifying necessary permits and license requirements. Once this meeting has taken place, a defined list of equipment and personnel necessary will be identified.

During this planning session, the following determinations will be made:

- Total area affected
- Estimated number of Debris (This can be performed by Government Officials or TFR, either by aerial assessment or by “windshield” drive-by through the damaged area)
- Number of Sectors to be assigned for best management
- Number of estimated DMS required for efficient removal
- Location of best possible DMS

### **Mobilization of Personnel and Equipment**

Following the coordination with Government Representatives, and identifying the quantities, sectors, DMS, and production requirements, TFR will continue the mobilization process.



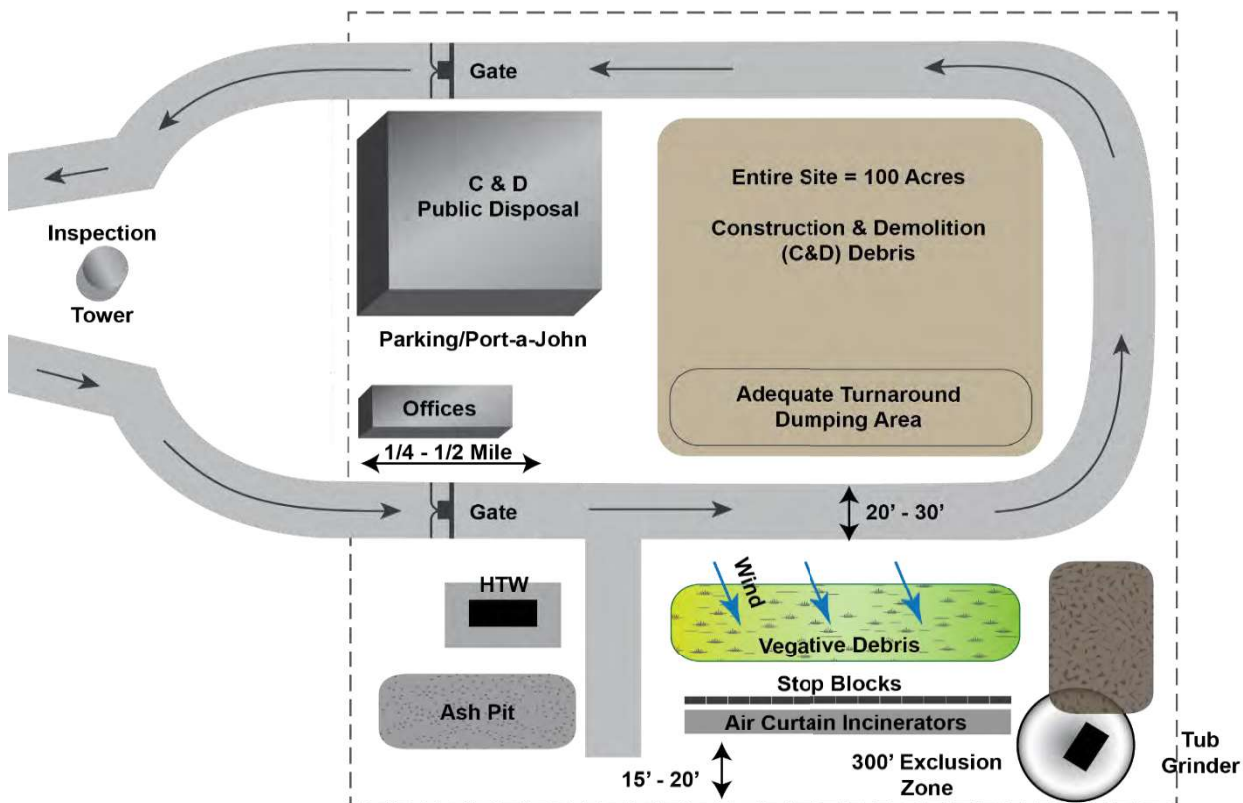
*Pre-Execution Planning Team* will call a meeting of all Project Managers and alert them to prepare to leave within 24 hours and be away from home for an extended period. Being within relative proximity of the disaster area, TFR can provide an expedient response, as personnel fully understand the requirements and urgency associated with disaster relief and recovery and the little notice provided after the

award of a contract. TFR and its partners are fully prepared to meet the mobilization requirements, including the extended time away from families, and fulfill those requirements with the utmost pride in the end product.

- The Operations Manager and his assistant will locate a Staging area where equipment and personnel can mobilize for inspection and orientation.
- The Service Manager in the home office will deploy one or more of the company’s Mobile Field Offices to the Staging area if needed.
- Project Managers will review the equipment and personnel requirements and compare them with equipment already on hand to determine the additional equipment and personnel to be mobilized. The Project managers will then review the Company-owned equipment available list, selected Subcontractor’s immediately available list, and equipment suppliers list. The project managers will notify the subcontractors selected for use on this task order.

- Communication will be given to the dispatcher in the home office of the need for any Company-owned equipment so that they may begin the process of permitting and shipping the necessary pieces. If additional equipment is needed, the project managers will communicate with the equipment manager who will contact the equipment suppliers on standby and order necessary equipment for completion of equipment requirements.
- The Operations manager and his assistant will attempt to secure temporary housing, such as RV parks or other suitable locations for temporary use for parking travel trailers. (The company, as well as many of its employees and subcontractors, have self-contained travel trailers which are used in the early response and mobilization of the project. As the local infrastructure improves and the demand for housing (hotels, etc.) decreases, many employees will relocate.)
- The Operations Manager or his assistant will prepare a list of all TFR employees and their Points of Contact (i.e., cell phone, e-mail) and deliver copies to Government Officials.
- The Operations Manager or his assistant will review Subcontract Agreements and supply copies of Current Wage Rates.

### Preparation of Debris Management Sites



Obtaining and Possessing Necessary Licenses and Permits - The Operations Manager or his designee will investigate the state and local statutory requirements needed to perform the work described in the pre-position planning in the affected areas and determine what permits are necessary to complete the work. Video and/or digital photographs of the site, before the occupation, will be made for the record, in addition to any soil, water, or other test documents. After acquiring all necessary permits and licenses, the Operations Manager and the EHS Manager will then prepare copies of all necessary permits for delivery to Government Representatives.

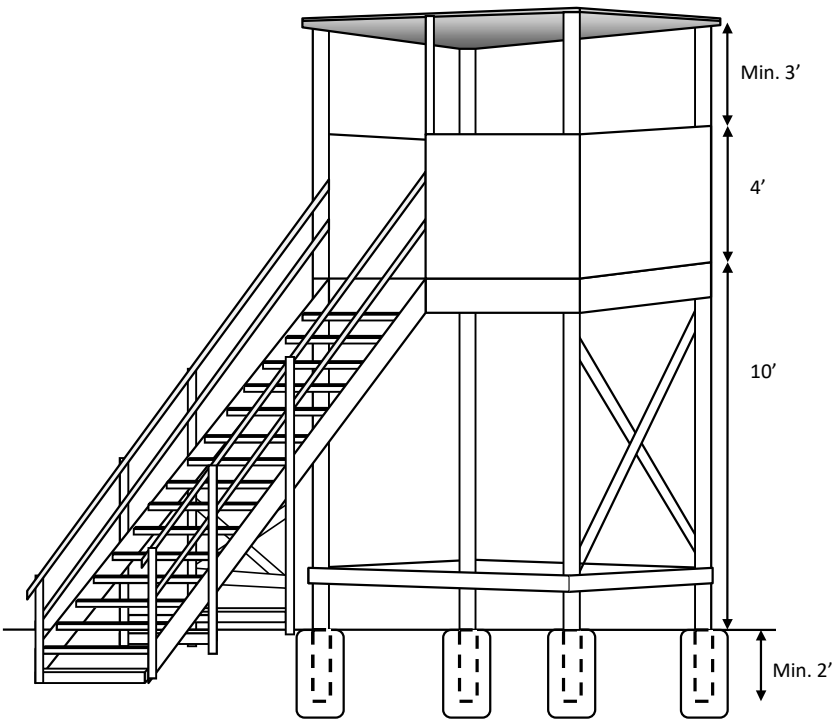
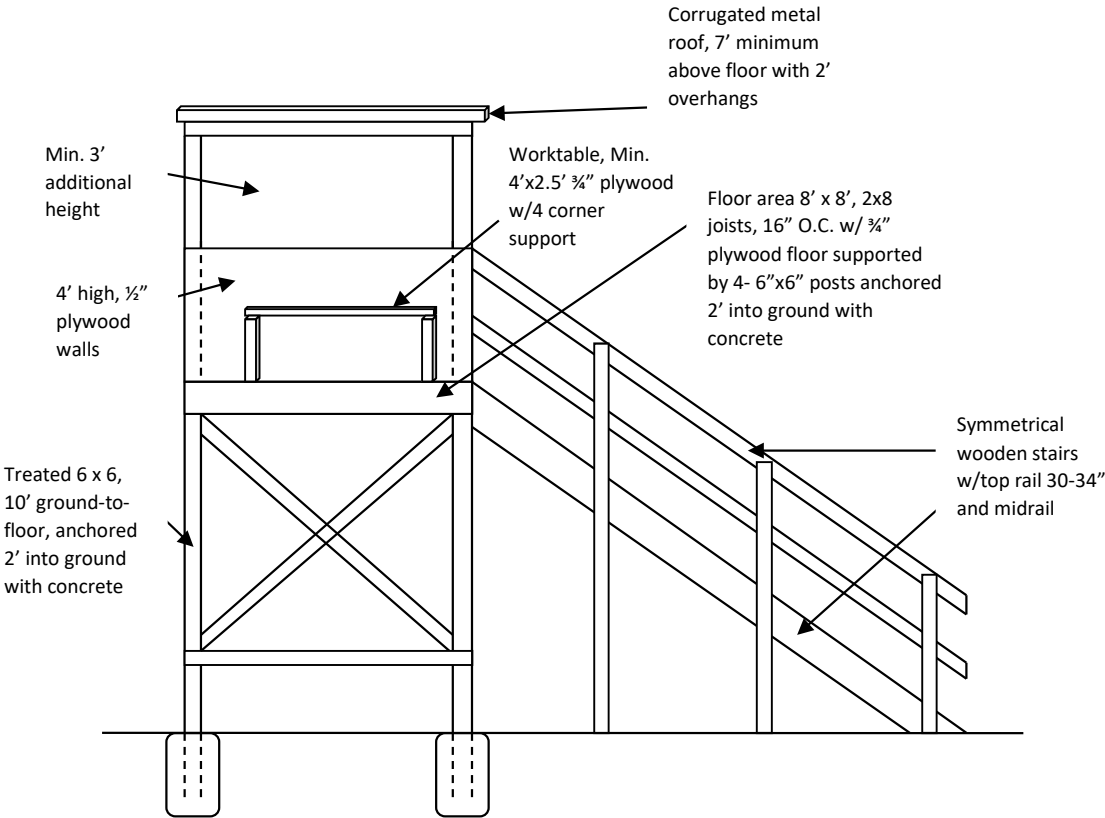
Submittal of Site Plan and Establish Field Offices and Equipment Staging Area - After the approval/assignment by Government Representatives of the DMS, which currently is unidentified, a physical review of the site will be

made by the OM, the site manager, and representatives. Within 12 hours of the location and inspection of the site, a final site plan will be submitted for approval. The Site Plan shall reflect: (1) access to the site (ingress, egress) (2) Site preparation-clearing, erosion control, and grading, (3) traffic control procedures, (4) safety, (5) segregation of debris, (6) location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower, (7) location of vegetative debris dump, (8) location of Mixed Debris and C&D dump, (9) Location of Temporary sanitary facilities, (10) location of reduction operations including incineration operations, chipping operations, (11) location of any existing structures or sensitive areas requiring protection from smoke, dust, noise and with awareness to existing traffic conditions (12) location of dump area for debris hauled from the public or haulers other than TFR with traffic patterns reflected for this area. Tasks will then be assigned to construct and establish required elements of the site, such as the inspection tower, hazardous materials containment area, temporary fencing, etc.

For this RFP and the general understanding of the layout offered by TFR, included is a general site plan utilized by TFR on previous projects that directly address the uses outlined above. However, before these site plans can be formally submitted, the necessary soil and water samples will need to be taken, checked, and filed with appropriate Government Agencies and maintained, on hand, at the TFR field office. The site plan will be reviewed and accepted by Government Representatives before DMS accepts storm-generated debris.



# Inspection Tower Construction Diagrams



Hazardous Materials Containment Area – TFR’s employees have been involved in the preparation and construction of many DMS to FEMA/USACE specifications. The Company will have had all necessary tools and supplies shipped from its home office in the first deployment of equipment. Once again, this is done as a safeguard measure if supplies, and materials may not be readily available in the area following a disaster event. This Hazardous Materials Containment Area shall be constructed to the specifications outlined in the RFP.

Before construction, the site will be graded, and a berm constructed to provide a Hazardous Containment Area that will direct site runoff away from the Hazardous Containment Area. The area shall be 30’x30’. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gauge plastic (or tarp for colder climates where plastic may be too brittle) to provide a waterproof barrier. Six inches (6”) of sand shall be spread within the area to provide an additional defense against hazardous leakage while also protecting the heavy gauge plastic against rips and tears. Additional plastic or tarp sufficient to cover the area will be available to prevent rain or snow from entering the containment. Lastly, site runoff shall be redirected away and from the containment area through the utilization of site grading.

Additional Construction Procedures that may be necessary are:

- The establishment of a lined temporary storage area for ash, fuels, and other materials that could contaminate soils and groundwater.
- Construction of temporary fencing around debris material storage areas for segregation and protection from traffic.
- Construct non-combustible stop blocks for equipment located at the burn pit.
- Establishment of an equipment staging area where equipment can be isolated and inspected regularly for fuel and oil leaks. Describe provisions for a lined area for fueling and equipment repair to protect soils from spills of petroleum products, hydraulic fluids, etc.
- Provision for plastic liners under stationary equipment such as generators and mobile light plants.
- Construct Roadways Throughout the Site - Traffic will be designed for one way in and one way out to avoid congestion.
- Erect Stop, Slow, and Direction Signs for safety and traffic flow. Signs will also be provided at the main entrance with the site name and directions, i.e., Office/Visitor Check-in, visitor parking, truck inspection tower, etc. There will also be signs designating the HTW area, white goods area, first aid area, mixed debris, etc.
- Establish a gated entrance for security to the perimeter of the site and a guard building to record visitors and authorized personnel visiting the site.
- If necessary, establish a “public” or separate dump area for debris hauled by others with separate traffic patterns and a distinguished and separated (by temporary fencing or other means) perimeter to avoid mixing the debris with the debris hauled by the contractor.



Once the Site Plan is approved, the Company will locate its office command center. TFR owns five self-contained command centers constructed on a 45-foot travel trailer. They are inventoried with all needed onsite management, communications, record-keeping, and safety materials. This includes such items as truck tickets, safety forms, identification signage, cellular phone, radio broadcast systems, desktop computer/fax and copying equipment, hard hats, steel-toed boots, flags, safety vests, and other miscellaneous items necessary to the immediate operations. These command centers

will be equipped with self-supporting generators and temporary sanitary facilities if not, or until, available on site.



### **Establish Field Office Communications**

- Mobile telephones and Company radios will be the main source of communication in the field office until local landline telephones can be installed. All TFR truck drivers are equipped with smartphones. In addition, all TFR managers, supervisors, and foremen are equipped with mobile telephones for outside communication to coordinate the mobilization and dispatching of equipment as well as being available to the client.
- All Company administrative personnel, including the Operations Manager, have electronic linkage capability for cellular telephones, satellite communications, Internet access, and fax access.
- Records and communications are made using a network of personal desktop and laptop computers.
- As quickly as the equipment is available (local services may be out for a time following a disaster) all major field locations are given at least one local number to facilitate communication with other local Government Agencies, local suppliers, and members of the public.
- As soon as the field office is established, office personnel will be available during hours of operation.
- Inspection of Equipment before beginning Task Order. All equipment previously dispatched and on hand for debris loading and hauling will be brought into the staging area for a safety inspection, identification, measuring and numbering before being deployed to any work area.
- Each piece of equipment will be inspected, and a written inspection report prepared to denote the results of the inspection.
- In addition to the safety inspection checklist for trucks, all vehicles (trucks and trailers) will be inspected for a current license, tags, registration, and insurance. The inspection report will denote the truck owner and the truck driver. A copy of the operator's driver's license will be copied and on file.
- A determination of driver qualification will be made (i.e., a requirement of Class A License).
- Trucks to be used in hauling debris will be inspected for proper tailgates and proper sideboards or other extensions as well as the previous checklist.
- Before a truck will be assigned a number, the inspection report and driver information will be made available for review by a Government Representative, and they shall physically inspect, approve the tailgate and any sideboards or other extensions, and measure the truck for capacity.

### **Personnel Safety Orientation**

All Company employees will receive a copy of the Company's Health and Safety Manual at the time of employment. As part of the Company's Safety and Occupational Health plan and in compliance with the Accident Prevention Plan, a safety meeting will be held before any personnel is assigned to a task order.

- The Company Safety Officer will conduct the meeting in the presence of a Government Representative.
- All personal protective equipment required for the assigned task will be checked before personnel is dispatched to the assigned task.
- A Personal Emergency Contact List and Map of Key Facilities for emergency conditions will be passed out to all Company and Government field personnel.

Following the Equipment Inspections and Safety Orientation, Truck Measurement, and Numbering, equipment and personnel will be dispatched to the work areas prescribed as a result of meetings between the Project Managers and Government Representatives.

### **Daily Coordination with Government Representatives**

The following is an outline of the company's daily procedures for keeping an informed dialogue between TFR and Government Representatives.

- Each debris removal project is assigned a Load and Haul Project Manager. Before the beginning of each Project or Task Order, the Load and Haul Project Manager and the Project Operations Manager will meet with the Government's Representative to define the scope of work, work area, and any Government priority as to areas included in the Task Order.

- After the total area of work to be performed under the Task Order has been defined, a map of the area is prepared to divide the total area into sections. These sections are then given a territorial reference (for example Section 1, Section 2, etc.,).
- Two identical copies of this map of the total area divided into sections are prepared, one for the Contractor and one for the Government. The contractor's copy is kept in the field office headquarters of the contractor.
- Each evening a meeting is held between a Government Representative and the Load and Haul Project Manager to review the areas, which have not been worked.
- The Loading and Hauling Project Manager shall confer with a Government Representative and shall provide a work schedule plan daily reflecting the assigned location of all loading crews daily.
- A daily work schedule assigning crews to specific Sections previously approved by the Government's Representative, is prepared by the Load and Haul Project Manager, and distributed to the foremen of each crew.
- Loading and Hauling crews shall not be re-assigned to another location until the Load and Haul Project Manager and the Government Representative have inspected the area worked and they have determined that the work performed has met the Scope of Work requirements in the Task Order.
- Each evening following the workday, the Crew Foremen will meet with the Load and Haul Project Manager and will report on the amount of progress in the sections assigned to them.
- The Load and Haul Project Manager, along with the Government Representative will tour each section daily to confirm progress.

When a section has been completed to the satisfaction of TFR and the Government Representative, the Load and Haul Project Manager will indicate the completed section on the map by color-coding the completed section. This map will provide a visual display of work completed and work remaining daily.

### **Public Service Announcements**

TFR shall aid Government Representatives in developing a comprehensive Public Information Strategy. Oftentimes, residents hold local, state, and federal officials responsible for slow progress, however, enacting specific procedures to control the efficient flow of information to residents is vital to the community's recovery process. This includes the establishment of a Disaster/Debris Information Center, centralizing the release of vital information to the public. Operated from TFR's Mobile Command Unit utilizing satellite communications, Government Officials, in conjunction with TFR's Management Team, shall create television and radio advisories in the immediate aftermath of an event to be broadcasted five times daily. Additionally, when print media resumes, TFR shall aid in the development of pertinent newsletters detailing the recovery phases while providing a conservative timeline of events. These will be released online, through local newspapers, and posted at pivotal locations throughout the impacted area. TFR also recommends the establishment of an information hotline with a brief recording outlining the information listed below and additional vital information, i.e., debris drop-off locations, etc. This allows citizens to obtain up-to-date information immediately and on their schedule.

### **Sample Radio Address**

\_\_\_\_\_ has adopted regulations for the removal of disaster-generated debris. We have established an efficient and effective system in coordination with our debris contractor, so you, the citizen, will know what to expect and how to have your disaster-generated debris removed successfully. Contractors are working seven (7) days a week, twelve (12) hours a day to collect ONLY storm-generated debris.

\_\_\_\_\_ has divided the City/County into multiple debris collection zones. All zones are being worked simultaneously with the goal of coordinated, safe, and efficient recovery. Debris contractors are collecting all the disaster-generated debris moved to the curb from one subdivision/street/block in a zone before moving to the next. Your cooperation and patience are much appreciated during this trying time.

The first pass will be made in your neighborhood beginning \_\_\_\_\_.

Fellow citizens, as you prepare to place your debris curbside for collection, please adhere to the following guidelines:

1. Do not place debris on top of utilities, for example, cable, phone, electrical, or storm drain boxes.
2. Please do not place debris in front of or around your mailbox.
3. Please do not place debris in front of or around your driveway, as emergency vehicles may need to enter the area.
4. Please drive with extreme caution in areas with large debris piles.
5. Please do not block or dump any debris into the storm drains or ditches. This will cause flooding.
6. Please aid contractors by sweeping excess and loose debris from the street in front of your house for collection.
7. Report damages that occur to your personal property to the TFR hotline, (512) 260-3322.
8. Please sort debris according to the following outline.

We are a community, and we shall recover as a community. We appreciate your patience, cooperation, and assistance as we undertake this monumental cleanup effort.

The following page, “Picking up the Pieces” will be posted online, distributed in local newspapers, and available for residents to properly segregate disaster debris along the ROW.

## PICKING UP THE PIECES

Following these specific guidelines when hauling hurricane-related debris and household garbage to the curb will make for a speedier removal process

**WRONG WAY**

**CROSSING THE LINE**  
Any debris placed from the sidewalk toward your property will not be picked up. Contractors cannot collect items on private property.

**PROPPING UP**  
Do not set debris against trees or poles. Doing so makes it harder for cleanup crews to scoop up the items.

**CORRECT WAY**

Homeowners and businesses are being asked to separate debris into the following categories:

- 1 HOUSEHOLD GARBAGE**
  - Bagged trash
  - Discarded food
  - Packaging, papers
  - All garbage should be placed curbside the night before the scheduled weekly pickup.
- 2 CONSTRUCTION DEBRIS**
  - Building materials
  - Drywall
  - Lumber
  - Carpet
  - Furniture
  - Mattresses
  - Plumbing
- 3 VEGETATION DEBRIS**
  - Tree branches
  - Leaves
  - Logs
- 4 HOUSEHOLD HAZARDOUS WASTE**
  - Oils
  - Batteries
  - Pesticides
  - Paints
  - Cleaning supplies
  - Compressed gas
- 5 'WHITE' GOODS**
  - Refrigerators
  - Washers, dryers
  - Freezers
  - Air conditioners
  - Stoves
  - Water heaters
  - Dishwashers
- 6 ELECTRONICS**
  - Televisions
  - Computers
  - Radios
  - Stereos
  - DVD players
  - Telephones

**HELPFUL HINTS**

- A** Limit curbside garbage to two 32-gallon containers or eight trash bags
- B** Share piles with neighbors
- C** Refrigerator and freezer doors must be secured with duct tape

Sources: Army Corps of Engineers, debris removal contractors  
STAFF GRAPHIC BY DAN SWENSON

### Debris Collection Operations

During the daily collection, movement, and disposition of debris, the TFR Operations Manager remains in constant contact with all Foremen and Supervisors via 2-way radio/ smartphones to ensure that proper accounting and operational management of debris collection complies with TFR operational procedures. Mid-day conferences, either in person or by radio, ensure that right-of-way, public/private, and local issues are quickly addressed, often immediately. TFR's manager and principals are mindful of other disaster operations taking place in the affected areas during the debris removal process and cautious not to interfere with the efforts of others during the performance of the contract.

The CQC Plan and TFR's Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and crew foremen. Different levels shall have different requirements. A sample form will be provided and approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and all equipment downtime for repairs is noted on the daily reports.
- Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Daily Reports shall be signed by the Contractor's Representative and by a Government Representative.

The TFR's Quality Control Officer shall prepare, sign, and submit to a Government Representative a Daily Quality Control Report. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment, and plant hours worked, and idled or down, testing performed and by whom, loads and quantities hauled to DMS, the quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

### Removal of Debris from Public Right of Way

Upon receipt of the task order and at the direction of Government Representatives, the Operations Manager will direct the Load and Haul Supervisor to dispatch the previously selected loading and hauling equipment to locations designated by the Government's Debris Managers.

One foreman will oversee the loading and hauling operations for each crew. The foreman is responsible for conducting toolbox safety meetings, and a general briefing of operations including truck routes, local ordinances, and other pertinent information. The foreman is equipped with a fire extinguisher, a pick-up truck with mobile radio and cellular telephone, a first aid safety kit and a list of emergency telephone numbers, and a map to emergency medical facilities. The foreman is responsible for preparing a daily report of activities.





Before Truck Certification and Inspection, all Subcontractors will have met with the sector superintendent or field administrator and provided the necessary paperwork including copies of current certificates of insurance (general, auto, workers comp.) copies of driver's licenses, and the execution of Subcontractor Agreements including:

- Copy of Scope of Work
- Copy of Accident Prevention Plan
- Copy of Safety Sheet
- Copy of Ticket Reporting Procedures
- Location of Emergency Response Facilities and Contact Numbers
- Copy of Equal Opportunity Policy
- Copy of Alcohol and Drug Abuse Policy

A truck Measure/Certification Site will be established at the DMS, or another appropriately designated location determined by the City/County, for all trucks to be inspected measured, photographed, and, in case of tonnage contracts, a tare weight. Truck Certification, available upon request, will include the recording (first on a paper Certification Form and by Electronic Form) of the following:

- Date of Measure
- Assigned Truck Number
- Truck Measured Capacity
- Truck Description (including model, type, and color)
- License No. and State
- VIN No.
- Truck Owner
- Name of Subcontractor Truck is working for
- Truck Driver
- Truck Driver's License No. and State
- Truck Drivers cell phone or contact number
- Truck Tare Weight
- Notes or exceptions (i.e., descriptions, deductions for a doghouse, etc.)
- Signature space for
  - Truck Driver
  - Contractor's Representative
  - Government's Representative
- A photograph of the Measured Truck w/driver will either be, taken by Polaroid Camera and attached to the Certification Sheet; or by Digital and Stored.
- Each Truck Dump Bed will be assigned the required TFR issued side signs on each dump body, all to be weather durable, tamperproof, and non-removable:
  - Company Name
  - Truck Number
  - Maximum Volume in Cubic Yards
  - Inspector's Name and Date

These signs will be placed, one each on each side of the dump bed body and are maintained throughout the project to ensure readability.

Additional Truck dump trailers (pup trailers) will each have a separate truck measure certification including all of the information outlined above along with a notation as to the truck that it is coupled with.

Before equipment is dispatched to the loading sites, it will have already undergone all the necessary safety inspection, measurement, and hauling procedures at the staging area as outlined in the section above. All loading

and hauling crews will have received a copy of the scope of work, accident prevention plan, safety indoctrination, and assigned a crew foreman. All crews and foremen will be instructed by the Load and Haul Supervisor that they are to work in areas designated by a Government Debris Manager and are not to relocate or move from one area to another without prior approval. No employees or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

### **Hazardous Tree Removal**

Unstable and leaning trees along a public ROW or within a naturalized area, such as public parks or golf courses, are eligible for removal. The Sub-Grantee may choose to attempt to save the tree through straightening and bracing if the cost of repair is less than the removal and disposal. A tree is deemed hazardous and eligible for removal if:

- The tree is an immediate threat to public health and safety or improved property
- It has a DBH of 6" or greater
- AND one or more of these criteria:
  - 50% or more of the crown is damaged or destroyed
  - A split trunk or broken branches that expose the heartwood
  - Fallen or uprooted within a public use area
  - Leaning at an angle greater than 30 degrees

After a tree has been deemed eligible and scheduled for removal, TFR tree crews will discuss a tree specific removal plan to ensure a safe, proper felling operation, considering:

- Surrounding area for anything that may cause trouble when the tree falls
- The shape of the tree, the lean of the tree, and decayed or weak spots
- Wind force and direction
- Location of other people
- Electrical hazards

Once the tree crew has identified a tree specific removal plan, the following procedures shall take place:

1. The employee shall work from the uphill side whenever possible.
2. Before felling operations, the work area shall be cleared to permit safe working conditions and an escape route shall be planned.
3. Each worker shall be instructed as to exactly what he/she is to do. All workers not directly involved in the operation shall be kept clear of the work area.
4. Before starting to cut, the operator shall be sure of his/her footing and must clear away brush, fallen trees, and other materials that might interfere with cutting operations.
5. A notch and back cut shall be used in felling trees over 5 inches in diameter measured at breast height (DBH). No tree shall be felled by "slicing" or "ripping" cuts.
6. The depth of penetration of the notch shall be about one-third the diameter of the tree. The opening or height of the notch shall be about 2.5 inches for each 1 ft. of the tree's diameter. The back cut shall be made higher (approximately 2 inches) than the base of the notch to prevent kickback.
7. The resulting notch shall be flush cut to the ground.

### **Hazardous Limb Removal**

Hazardous limb removal work shall consist of the removal and disposal of storm-damaged limbs that are:

- Imminent and impending peril to the general public
- Greater than 2" in diameter at the point of breakage
- Broken and still attached to the tree

The resulting debris will be collected from the grounds and hauled by normal debris collection standards.

## Hazardous Stump Removal

The removal of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing to realize full reimbursement, and meet the following criteria:

- 50% or more of the root ball exposed
- Greater than 24" in diameter, as measured 24" above the ground
- Located on public property or a public ROW
- Immediate threat to public health and safety

Once the diameter is established, pictures are taken, GPS coordinates establishing the location, and the specific threat documented, the stump will be physically removed by the best means available. The resulting hole from the stump removal will be backfilled and the amount of material needed will be recorded.

## Reduction of Debris

Reduction of debris is normally applied to vegetative debris such as brush and tree debris, which is also referred to as "burnable debris". However, the reduction process can also be applied to some items that are considered non-burnable or construction and demolition debris. This would include such items as household furniture, construction materials such as roofing, and treated timber. This process is applied to reduce the volume of the material that is being landfilled. The economic evaluation of weighing the reduction cost against the unreduced landfill cost will be a factor in determining the feasibility of this approach. The most common methods of reduction are burning, chipping, grinding, and recycling. Recycling is covered in various sections as appropriate.

## Incineration

There are two general classifications of the burning method, open burn, and air curtain incineration.

**Open Burning:** Open burning, although very cost-effective, may not be suitable for urban areas. The feasibility of this method is very dependent on location and the cleanliness of the debris. Many areas and locations will not permit open burn, particularly in urban environments where heavy smoke can create health and property damage concerns. However, in rural locations, if the debris is clean, there is very little environmental impact, and the resulting ash can remain on the site or be used as a soil additive. Bulldozers and loaders are the primary equipment required to operate an open burn process.

**Air Curtain Incineration:** Air curtain incineration is also a very cost-effective method of reducing clean, vegetative debris but with less environmental impact than the open burning method. Air curtain incineration incorporates the use of a "burn pit" aided by a forced-air blower. The pit can be constructed below or above grade (depending on the water table) and includes a mechanical blower to create constant optimal burn rates and an "air curtain" effect. The air curtain incineration system is a combination of the blower and pit, engineered as a unit to achieve the effect of holding the smoke while feeding air to the fire pit. Since differing site locations contain differing conditions, such as soil composition, water table levels, etc. there are no air curtain incineration systems standards in the industry. In the construction and operation of an efficient air curtain incineration system, special consideration must be given to the following factors:

1. A setback of at least 100 feet between debris piles and the burn area with a minimum setback from buildings and structures of at least 1,000 feet.
2. Construction of non-combustible "warning" stop blocks (at least 1 foot in height) for equipment located at the burn pit
3. Use limestone (or equal material) for the construction of the "pit" with reinforced earth anchors, or wire mesh to support the loader ramps.
4. Use clay or limestone to create an impervious layer on the bottom of the pit to prevent the leaching of the ash from the aquifer. This layer shall be at least 1 foot deep and will be regularly inspected and maintained at that depth in the event scraper activity removes part of the layer during operations.
5. Seal the pit ends at least four feet high.



6. Pit construction (by this solicitation) shall be 8-9 feet wide, and 14 feet deep.
7. A 12" dirt seal will be placed on the lip of the burn pit area to seal the lower nozzle.
8. The blower will be configured to direct the airflow to strike the wall of the pit 2 feet below the edge. Operators will be instructed that the debris should not break the path of the airflow except during dumping.
9. Equipment used will be tested and adjusted to assure that a minimum nozzle velocity of 8,800 ft/min (100 mph) and a volume of 900 cf/min/linear feet is produced during burn operations.
10. The length of the pit shall be no longer than the length of the blower nozzle.
11. The operators shall be instructed to load the pit uniformly along its length.
12. Operators will also be instructed to extinguish the fire at least 2 hours before removing the ash.
13. Water trucks will be used to dampen ash residue as well as areas surrounding the burn site.

### **Chipping/Grinding**

Reduction of debris by chipping and/or grinding is an opportunity to recycle the vegetative debris back to economically beneficial use. However, the overall economic impact of chipping/grinding compared to burning will have to be reviewed before a determination can be made. Grinding/Chipping is the reduction of woody, vegetative debris by cutting and pounding the debris to reduce the woody materials into small pieces or "chips." This method normally produces a reduction of between 3 to 1 and 5 to 1, whereas burning reduces the debris by approximately 95%. However, wood chips can be recycled and used as mulch, fuel, ground cover, and animal bedding to name a few. The availability to recycle the chips would be a significant factor in determining the economic value of chipping/grinding. In the construction and operation of a chipping/grinding reduction operation, special consideration is given to the following factors:



1. Grinding machines must have a clearance of 300 feet. Warning signs must be stationed around the perimeter of the grinding equipment, warning of possible flying objects from the grinders.
2. The grinding machines must have screens, which produce chips not exceeding 4 inches in length and ½ inch in diameter.
3. Liners shall be placed underneath grinders, and other stationary equipment, as a preventative measure against possible leaks or spills exposing the soil and groundwater to contaminants.
4. Debris must be sorted and clean of other contaminants such as metals.
5. Operators must wear hard hats even in closed cab machines while operating.
6. Root Rake loaders are used to avoid contaminating the debris entering the grinder with dirt or sand.
7. Ground debris or mulch shall be stored on-site in piles no higher than 15 feet. Such piles shall not remain on-site for longer than seven (7) days and haul-out procedures shall ensure. Ground debris or mulch is monitored daily for heat and internal combustion.

### **Segregation of Debris**

Before the material is brought into the DMS, all preparations outlined above will be substantially completed. The DMS will have staging areas for each category of debris brought to the site. All debris will pass by the inspection tower after entering the site and all loads will be inspected.

Although every effort will be made to segregate debris on the right-of-way before loading, debris materials still become mixed, and some loads are so co-mingled that they are classified as mixed debris loads. These loads will be directed to the area defined on the site plan as the "mixed debris" pile. This material will be sorted and separated

by machines with grapples and “thumbs” and by hand labor and placed into the C&D, Vegetative, HHW, White Goods, and Metals Piles.

C&D Debris is non-burnable, non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include mattresses, clothing, household garbage, concrete, asphalt, metals, plastics, manufactured furniture, building components, etc. Parts of this material, if well separated, can be reduced by grinding before the landfill, to reduce the cost of hauling and tipping fees (if charged by volume). Other parts, such as metal can be recycled if well separated and cleaned.

Vegetative Debris is burnable debris and can be reduced by either incineration or by chipping/grinding. If reduced by incineration, the estimated reduction rate is 95% and leaves the ash residue to be hauled off and disposed of. If reduced by chipping/grinding, the reduction rate is estimated at only 60%-75%, however, the by-product, mulch, can be recycled. The vegetative debris may become mixed with earth materials such as dirt, gravel, rock, or sand during the disaster. Root rakes are employed to shake and separate the brush and vegetative debris before it is reduced. Sometimes shaker screens or trommels are necessary to separate the earthen debris before reducing it.

Household Hazardous Waste (HHW) is debris such as household chemicals, pesticides, unidentified liquids, paint, batteries, etc. As mentioned earlier, the primary goal is to separate this material on the curbside and pick it up separately by a designated HHW crew. These items are then delivered to the collection points designated by the Government Debris Manager. However, if HHW inadvertently becomes co-mingled with other debris and enters the site, it is separated from the other debris and placed into a Hazardous Containment area on the site for further disposal by those licensed to handle and dispose of this type of debris.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items should be separated at the curbside and delivered to the collection points designated by the Government Debris Manager. If they are brought to the site for temporary storage, they will be contained in a separate staging area so that they may be inspected and properly cleaned of all chemicals or fluids.

Metals will be separated at the curbside and delivered to a separate staging area at the DMS unless directed otherwise by the Government Debris Manager. These items may be recycled.

*During the operation of a DMS, special attention is afforded to the following areas:*

Site Safety: The Operations Manager and the Site Project Manager will conduct a Pre-Operations Site Safety meeting before the beginning of operations of the debris reduction site. Items to be included in the Safety meeting will be:

- a. An overall review of the Site Plan and directions as to the location of all temporary structures, the planned traffic flow, location of first aid stations, eyewash stations, fire extinguishers, and location of a sign with postings of emergency numbers.
- b. The first Weekly Safety Meeting will be held and all information as outlined in the Company Safety and Occupational Health Plan will be covered.
- c. The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
- d. A communication path between the site management and site personnel will be established in the event of an emergency so that an orderly and efficient means is established to mitigate the event.

Dust Control: TFR provides water trucks, which do routine trips throughout the site during the operations, keeping dry roads dampened to minimize the dust count. Water trucks are also used to dampen ash residue when removed from the burn pit to the ash pit. Attention is given to normal wind direction when the layout of the site is prepared.

Hazardous Materials Containment Area: The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears, or leaks in the protective membrane that lines the containment area. The Manager will also inspect the berm surrounding the area to assure proper site runoff is still intact.

Roadways: Traffic will be designed to allow the flow of incoming and outgoing debris trucks to avoid congestion. Safety and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock-laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.

Communication: Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.

### **Disposal Procedures**

Disposal sites for the debris will be determined before operations begin. This submittal encompasses the possibility that permanent or final debris resting place may not be immediately available at the beginning of operations, and we have therefore included the general operations of a Debris Management Site (DMS) in this proposal.

Disposal of debris is the operation of placing debris in its final resting place such as a licensed, permitted permanent landfill or as expressed above, at a DMS. This operation includes the use of hauling equipment. In the Hauling and Dumping operations, special consideration is given to the following:

1. All loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Crew Foreman, and all equipment downtime for repairs is noted on the daily reports. Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed in the dumpsite procedures before leaving the loading site.
7. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
8. All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to dump debris.
9. Each truck operator will be directed as to where to dump each load at the dumpsite location by the designated dumpsite operator.
10. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
11. Truck operators will follow the designed traffic flow when leaving the dump and returning to the designated loading area.

### **Haul Out Procedures**

Hauling out of debris is the operation of hauling reduced debris from a DMS to a final resting place at a designated destination to be used in any number of capacities such as ground cover, biofuel, and fertilizer. This operation

includes the use of hauling equipment. In the hauling out operations, special consideration is given to the following:

1. All hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the Site Manager, and all equipment downtime for repairs is noted on the daily reports. Hours of each piece of equipment and each employee, are recorded and reconciled with a Government Representative, daily.
2. Qualification of all operators/drivers is reviewed and determined before being allowed to haul materials.
3. All insurance documents and copies of driver's licenses are on file in the field office before beginning operations.
4. The safety orientation meeting is held by the Load and Haul Project Manager before operations begin.
5. Equipment is inspected and a record of the inspection is retained on file in the field office before operations begin.
6. Operators/drivers are versed in the dumpsite procedures before beginning loading activities and hauling reduced debris out of the DMS.
7. Trucks are loaded by rubber-tired backhoes, or excavators, utilizing a mulch ramp constructed approximately twelve (12) feet high, eight (8) feet wide, and at a grade, not to exceed thirty-five (35) degrees. This shall be determined at the site depending on topography and availability. No individuals will be allowed on the structure unless otherwise instructed to do so by the Site Manager and/or by assessing the overall safety of the structure.
8. Each truck operator shall inspect his/her truck before proceeding to the inspection tower to ensure the load is filled and any items are secured and covered by a tarp or other covering preventing chips from being blown from the bed.
9. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
10. All operators will report to the weigh station/inspection tower and deliver their "load ticket" to the QC operator (or government inspector) for inspection and approval before proceeding to leave the dump to its final destination.
11. Truck operators will follow the designed traffic flow when leaving the dump and returning to the designated loading area.

### **White Goods**

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as Freon or oil, which must be remediated by someone with the appropriate license and certifications to do so. These items will be separated at the curbside and will be delivered to the DMS collection point. At the DMS we will contain Dirty White Goods separate from White Goods and they will be inspected and properly cleaned of all chemicals or fluids or removed by professionals certified and licensed to dispose of them. TFR shall submit a Dirty White Goods Operations, Cleaning, and Disposal Plan before beginning site operations.

Upon award of a contract, a Hazmat removal team will be assigned to oversee the curbside removal and HHW removal at the DMS and, if given a contract for ROE, precede the demolition team. The Hazmat team will remove all HHW and White Goods to the curbside, separated, before hauling off, or demolition begins. This team will document on a daily reporting form, the type and quantity of HHW and White goods at the pick-up location.

- Refrigerants with putrescible wastes will be sealed by taping closed so as not to have accidental openings and spillage while in transit to a disposal site.
- The separated HHW and White Goods will be transported by separate containers from the demolition site to the DMS.
- Any HHW that may inadvertently become mixed with truckloads shall be separated at the DMS and stored in the HHW area for removal by the HHW crew.

- Automobiles will be removed to a separate temporary storage area where they will be held for recycling.
- Loose tires located at the curbside will be kept separate and removed by the HHW crew.
- Extra caution will be applied to the handling of dirty white goods that still contain putrescible wastes, such as sealed freezers, refrigerators, coolers, and iceboxes. Putrescible waste is solid waste that contains organic matter capable of being decomposed by microorganisms and of such a character and proportion as to cause obnoxious odors and to can attract or provide food for birds or animals. Improper handling of putrescible waste could lead to odor issues that make sitting and operating a DMS difficult. There are also numerous potential employee health and safety issues related to the removal and disposal of putrescible wastes.
- White goods may also have refrigerants (Freon and Freon replacements), and often plastics and motors and sometimes other electronic components that need to be removed before recycling. Refrigerant removal must be done by trained and qualified personnel and can potentially lead to spills of regulated chemicals. Only certified, experienced, and trained personnel will be used for these critical tasks to minimize risk and maximize efficiency.
- All waste removal, cleaning, and handling will be managed to minimize the potential exposure of workers and others to waste and minimize the generation of odors.
- Procedures such as proper sealing of refrigerants and containers will be in place to control vector exposure, the attraction of wildlife, and minimize volume expansion through the addition of water to the waste stream.

### Vehicles and Vessels

Abandoned Vehicles and Vessels will be removed and taken to a temporary staging/storage area. It is anticipated that the State Government's Department of Transportation or Department of Motor Vehicles will be the project manager for the title of ownership issues related to any vehicle recovery and recycling project associated with the disaster response. Vehicles and vessels brought to the staging areas will be inventoried by license plate, make, model, color, and vehicle identification number. They shall be staged, and site tagged for easy retrieval.

- For a vehicle or a vessel to be deemed eligible it must:
- Present a hazard or immediate threat that blocks ingress/egress in a public-use area
- Ownership is undetermined
- The applicant followed all local ordinances and State laws by securing ownership
- The applicant verified the chain of custody, transport, and disposal of the vehicle or vessel

### Private Property Debris Removal

Private property debris removal must present an immediate health and safety threat to the general public before it will be reimbursed under the Public Assistance Program. This is typically the responsibility of private property owners however if the debris poses a threat to the general public-at-large and the property owners are unavailable the State or local municipalities may need to enter onto private property to alleviate the immediate threat.

If authorized, FEMA 325, Public Assistance Debris Management Guide states applicants are required to document all legal processes used to gain access to private property through the following:

- 1) Each property owner must sign a right-of-entry which includes a hold harmless agreement and indemnification applicable to the scope of work.
- 2) Photos to document the condition of the property before beginning work.

#### Bastrop County PPDR

"We are fortunate to have TFR as an experienced contractor, with an abundance of specialized equipment and an experienced management staff helping us with our recovery efforts. I am thankful for all that TFR has done to help Bastrop County in our recovery efforts, and I am pleased to provide this endorsement and recommendation to others that are in need of the services TFR provides."

**Ronnie Moore**  
*Bastrop County Engineer*

616,500 Total Cubic Yards (**245,700 PPDR**)  
38,000 Total Hazardous Trees (**27,000 PPDR**)



- 3) PPDR Assessment to establish the scope of eligible work.
- 4) Documentation of Environmental and Historic Review.

**Disaster Debris Recycling**

TFR is a green industry company. The principals of TFR are proponents of recycling whenever possible and many members of management are LEED Certified. As such, TFR utilizes tub grinders, slow-speed shredders, trommels, loaders, and excavators which are used to sort, separate, and reduce vegetative debris to reusable mulch, dirt, metals, and other construction products. Following each disaster event, TFR will make every effort to locate a reusable purpose for this material such as bedding material for plants, ground cover for parks, animal bedding, and reusable energy sources as boiler fuel for co-generation plants or production mills. In addition to vegetative recycling, every effort is made to keep the metals segregated and clean so that the Ferris and non-Ferris metals can be recycled. In cases of large quantities of mixed debris, a system of separation using a trommel, air curtain burner, picking line conveyor, and tub grinder, can be used which will allow the paper and plastic to be separated, and the clean dirt, rock & concrete, Ferris metals, non-Ferris metals, and clean vegetative debris sorted and piled for recycling.

Sources will be sought for the following recyclable material:

**Asphalt**  
**C&D**  
**Concrete/Aggregate**  
**Dirt**  
**E-Waste**  
**Metals**

**Roofing Materials**  
**White Goods**  
**Mulch**  
**Tires**

**TFR Spotlight**

**Bastrop County Wildfire**

100% of the mulch created from grinding of trees was utilized in a beneficial reuse or was recycled.

100% of the C&D was recycled.

TFR has vast experience employing recycling activities and maintains established relationships with recycling firms to accept various types of debris. While completing debris reduction of 2,000,000 CYD for the City of Tulsa, TFR loaded the chips on railcars and shipped the excess reduced debris to a Company-owned mulching facility in Leander, Texas. Alternative methods of disposal exist and are well documented by TFR. During Hurricane Ike, storm-generated debris from Polk County was hauled and burned at a local paper mill in Orange County, Texas. This strict commitment to recycling storm-generated debris has benefited both clients and TFR.

**DMS Remediation and Restoration**

In the event of a natural disaster, a Debris Management Site (DMS), usually selected by the government, may be used to process debris before its final disposal. Substantial site preparation may be required such as proper access points of entry, security devices, control gate, fenced storage compounds, adequate internal haul roads, proper erosion, and sediment control fencing, and stormwater retention features, to name a few. If a DMS is required, then TFR will, upon entering each site for the first time, photo-document the existing site conditions using both a video camera and still photographs.

At the cessation of DMS operations, all sites will be restored to the satisfaction of Government Representatives/Owner with the intent of maintaining the utility of each site, leaving it unencumbered for future use and safeguarding the environment. Soil and water samples will be taken and compared to pre-work samples to ensure that TFR operations have not negatively affected the environment. Other factors that are considered during the remediation process are:

- All pre-existing grades including roads, ditches, etc. will be restored to the satisfaction of the customer before the final closure of each site.
- Areas where soils were excavated (e.g., ditches and retention ponds) or stockpiled (e.g., berms) will also be restored to pre-existing grade before vacating each site.

- Pre-construction drainage patterns will also be restored, as well as all improvements (e.g., trailers, fencing, construction entrances, and built-up aggregate haul roads) will be removed from each DMS unless otherwise instructed by the Government's Representative.

Upon completion of the above remediation tasks, TFR will photo-document site conditions using both video cameras and still photographs. As done with the water and soil samples, the post-work photos will be compared to pre-work photos to ensure that the site was remediated to its original condition.

### Emergency Services

TFR has partnered with companies throughout the United States to provide emergency services beyond debris removal. The following is a list of additional services that TFR stands ready to supply if needed.

Emergency Services	Suppliers	
<b>Water/Ice</b>	<ul style="list-style-type: none"> <li>• Reddy Ice</li> <li>• Water Monster</li> </ul>	<ul style="list-style-type: none"> <li>• H2eco</li> <li>• Sparkletts</li> </ul>
<b>Kitchen Facilities</b>	<ul style="list-style-type: none"> <li>• Kitchen Corps, Inc</li> <li>• Temporary Kitchens 123</li> </ul>	<ul style="list-style-type: none"> <li>• RK Emergency Management Support</li> <li>• Disaster Management Group, LLC</li> </ul>
<b>Ready Meals</b>	<ul style="list-style-type: none"> <li>• Heater Meals</li> <li>• Mountain House</li> </ul>	<ul style="list-style-type: none"> <li>• Chef Minute Meals</li> <li>• GA Foods</li> </ul>
<b>Base Camps</b>	<ul style="list-style-type: none"> <li>• Granny's Alliance</li> <li>• Ellipse Global</li> </ul>	<ul style="list-style-type: none"> <li>• Brookstone Emergency Services</li> <li>• Disaster Management Group, LLC</li> </ul>
<b>Restroom/Shower Units</b>	<ul style="list-style-type: none"> <li>• United Site Services, Inc</li> <li>• Daisy Waste</li> </ul>	<ul style="list-style-type: none"> <li>• Ellipse Global</li> <li>• Afford-A-Potty</li> </ul>
<b>Environmental Services</b>	<ul style="list-style-type: none"> <li>• Payne's Environmental Services, LLC</li> <li>• FGL Environmental</li> </ul>	<ul style="list-style-type: none"> <li>• SWS Environmental Services</li> <li>• One Stop Environmental</li> </ul>
<b>Temporary Office</b>	<ul style="list-style-type: none"> <li>• Mobile Office Pros</li> <li>• Pac-Van</li> </ul>	<ul style="list-style-type: none"> <li>• Mobile Modular</li> <li>• US Construction Trailers</li> </ul>
<b>Aerial Video/Photos</b>	<ul style="list-style-type: none"> <li>• Drone Aire</li> </ul>	<ul style="list-style-type: none"> <li>• Airborne Response</li> </ul>
<b>Housing</b>	<ul style="list-style-type: none"> <li>• CLC Lodging</li> </ul>	<ul style="list-style-type: none"> <li>• Ellipse Global</li> </ul>
<b>Security</b>	<ul style="list-style-type: none"> <li>• Off Duty Services</li> </ul>	<ul style="list-style-type: none"> <li>• Safety Cop LLC</li> </ul>
<b>Generators</b>	<ul style="list-style-type: none"> <li>• Aggreko</li> </ul>	<ul style="list-style-type: none"> <li>• Genset Services, Inc</li> </ul>
<b>Fuel Suppliers</b>	<ul style="list-style-type: none"> <li>• Suncoast Resources</li> <li>• Jaguar Fueling Services, LLC</li> </ul>	<ul style="list-style-type: none"> <li>• Atlas Oil</li> <li>• Fuel Master</li> </ul>
<b>Equipment Rental</b>	<ul style="list-style-type: none"> <li>• Deep South Crane Rentals</li> <li>• United Rentals</li> <li>• Caterpillar</li> <li>• Sunbelt Rentals</li> <li>• Hertz Equipment Rental</li> </ul>	<ul style="list-style-type: none"> <li>• Volvo</li> <li>• Komatsu</li> <li>• Herc Rentals</li> <li>• John Deere</li> </ul>
<b>Emergency Roof Tarping</b>	<ul style="list-style-type: none"> <li>• Beyond Exteriors</li> <li>• Affordable Roofing</li> </ul>	<ul style="list-style-type: none"> <li>• Storm Guard</li> <li>• Servpro</li> </ul>
<b>Barge Transport</b>	<ul style="list-style-type: none"> <li>• Poseidon Barge</li> </ul>	<ul style="list-style-type: none"> <li>• American Commercial Barge Line</li> </ul>
<b>Satellite Service/Communication</b>	<ul style="list-style-type: none"> <li>• Verizon</li> </ul>	
<b>Diving Services</b>	<ul style="list-style-type: none"> <li>• Lone Star Diving Services, Inc</li> </ul>	<ul style="list-style-type: none"> <li>• Diver Dan</li> </ul>



### Subcontracting Plan

TFR is uniquely positioned within the debris removal industry as one of the premier companies maintaining an extensive fleet of machinery utilized in debris removal, reduction, and management efforts to fully operate independently. To accommodate your debris project needs, TFR provides access to 200+ pieces of equipment including, but not limited to, twenty-five (25) self-loaders with trailers, six (6) Diamond Z Tub Grinders, two (2) horizontal grinders, heavy haulers, excavators, and five (5) mobile command units maintaining electronic access to manage entire projects. This extensive list would be insufficient without the pairing of our in-house maintenance crew. These individuals ensure that key equipment necessary for fluid, efficient operations shall never hamper the ongoing project and impact TFR's project timeline. TFR's maintenance crew augments the daily responsibilities of our employees and subcontractors for fulfilling any duties to the City/County by securing the vitality of our equipment.

With a large fleet of equipment and the necessary logistical support, TFR is fully capable of quickly and efficiently responding independently with a substantial workforce of equipment and personnel to an affected community almost immediately. However, this independence does not secure the necessary goals strictly outlined and routinely reinforced by upper management in response to our service-minded attitudes. TFR firmly believes that our business cannot be sustained and grow without a strong, positive working relationship with our clients, suppliers, and our countless subcontractors. This service-minded attitude drives the business and fortifies the strong relationships TFR maintains with our subcontractors. Therefore, such relationships maintained with small businesses, minority-owned, and numerous other companies allow TFR to fulfill the requirements that may be mandated by Government Representatives and other Government Agencies.

At TFR, we firmly believe that local contractors provide the most cost-effective measure to complete the contract requirements while aiding the local economy after the impact of a disaster. TFR plans to utilize local subcontractors to the extent to which they are available and properly licensed. TFR shall exhaust any avenues to obtain qualified local subcontractors to meet the needs of the community while infusing the local economy with needed revenue. As such, TFR is committed to identifying the local subcontractors qualified and prepared to support the community on the path to recovery. TFR plans to solicit and establish local subcontractors through the following plan:

TFR Enterprises' principals and managers have always exercised a policy of recruiting subcontractors in the affected work local. This practice is considered good business because of the advantages received by contracting with local companies residing in the affected area. Several factors contribute to the overall effectiveness of local subcontractors: (1) familiarity with the areas to be worked, (2) knowledge of the most efficient traffic patterns, (3) information on local suppliers for parts, equipment repairs, etc., (4) reduction in end project costs as local subcontractors do not require housing and travel cost, per diem, etc. These factors reduce the cost of the project while allowing the City/County to retain large portions of the money in the hands of its constituency. With these reasons in mind, TFR is committed to fulfilling the requirements by implementing the Local Subcontracting Plan listed below:

1. Establish a local telephone line so that it may be contacted easier than calling long-distance cell phone numbers.
2. The Company will post signs and telephone numbers at the entrance to its worksite and its field office.
3. Subcontracting opportunities are advertised by local newspapers/online.
4. During the search for subcontractors following an award, the company's Chief Operating Officer will contact the Small Business Administration office in the work area and access the Procurement Marketing and Access Network, National Minority Purchasing Council Vendor Information Service, and the Research and Information Division of the Minority Business Development Agency in the Department of Commerce.

5. The local Veteran's Administration is contacted upon the company's assignment of task order and alerted as to the type of products and service the contract requires, and the company's local telephone number and address are registered with them, not only for subcontracting but for short-term employment opportunities
6. State and local trade agencies will be contacted, such as the Association of General Contractors (AGC) for example. They oftentimes maintain databases sorted by business classification and status and can provide a resource for small businesses in the area.
7. The Chamber of Commerce in the affected area will be contacted and asked to provide a listing of any (a) trade associations, (b) business development organizations, and (c) HUBZone concerns.

Contacts arising from these inquiries are followed up with calls to local subcontractors requesting detailed information leading to their qualification for work. With such action, TFR shall exhaust all avenues to identify, qualify and employ any local subcontractor. Under circumstances in which local subcontractors are unavailable, outside sources may be contacted to achieve the desired mobilization goals.

### **Subcontractor Management**

TFR manages subcontracts through a five-step process:

1. Selection of most appropriate subcontractors. This is done by balancing geography and capability. Local subcontractors are almost always more cost-effective as they go home at night to sleep and eat. They also have local resources for materials, supplies, and equipment repairs, and thus, are preferred.
2. The issuing of the formal subcontract establishes contract compliance requirements, formalizes expectations, and provides an established, impartial mechanism for quick resolution of disputes as they arise.
3. Production is tracked and expectations are communicated daily.
4. Daily active Quality Control results in immediate identification and correction of problems.
5. QC and other reporting get rolled up regularly into Contract compliance and reporting, such as small business subcontracting plans.

TFR's Subcontractor Management Plan and approach are focused on three main performance evaluation criteria

- Production
- Safety, explained in Safety Section
- Quality Control

### **Production:**

*Ready* means that the subcontractors have completed appropriate administrative actions have their equipment and personnel on-site and in condition to work and know the tasks they are expected to perform. Before NTP, the subcontractors are identified, selected, and notified by the Operations Manager. Priorities are based upon a review of the database of all experienced subcontractors. The priority list for subcontracts is grouped into our known, experienced subcontractors, and augmented by the capabilities of the local subcontractors.

Upon receiving notice to proceed from the contracting agency or at the discretion of the Operations Manager, we will notify subcontractors on stand-by to execute mobilization plans and their personnel and provide us with a firm arrival ready-to-work time. Additionally, TFR personnel will also review the equipment and personnel requirements and compare them with equipment already on hand to determine the additional equipment and personnel to be mobilized. This will first come from the Company-owned available list, then Level 1 Subcontractors immediately available list, comprised of our known, experienced subcontractors and local contractors, and equipment suppliers list.

No employees or subcontractors of TFR will be allowed to work for private or other public entities while employed or contracted under this project.

Working effectively means good communication of expectations and regular optimization. There will be daily formal and informal communications between the Project Managers and the subcontractor's superintendents. At the start of each day, the geographic area assigned will be reviewed and verified, along with any known hindrances to free-flowing operations. Also covered will be production expectations, other difficulties expected, and the performance of the previous period (usually the previous day). In addition to this startup communication, the subcontractors will have the chance to review and comment on the previous QC report, noting key items like production reported, equipment and personnel readiness, and actions and variances.

Each day (or other period depending on project requirements) subcontractors will get the chance to communicate and "buy in" to the immediate operations plan.

**Subcontractor Safety:**

Subcontractor safety is addressed in the Corporate Safety Program Section of this proposal.

**Subcontractor Quality Control Program:**

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspection and tests of all items of work, including that of our subcontractors, to ensure conformance to applicable specifications and drawings concerning the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification.

During work on this contract, the quality control personnel will perform the required inspections on the subcontractor's work. The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors to ensure that the work is being performed according to the Scope of Work and TFR's Quality Control Program. Additionally, the TFR Quality Control Officer shall prepare, sign, and submit to Government Representatives a Daily Quality Control Report. This will include the identification of Subcontractor QC actions. Subcontractor actions subject to QC verification and reporting, include, at a minimum:

- Summary of safety issues
- Infrastructure damage
- Total numbers of trucks loaded
- Equipment and plant hours worked and idled or down
- Testing performed and by whom
- Loads and quantities hauled to DMS
- Quantity of debris reduced (if applicable)
- Number of subcontractor personnel working
- Contract non-compliance issues
- All corrective actions

In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record. Additional quality control measures will be discussed later in the Quality Control Section.

**Multiple Delivery Orders in Multiple Locations**

In general, the company management approach applied to multiple projects being performed simultaneously is:

- Each Task Order has its own Task Order Superintendent assigned.
- Task Order Superintendents have the authority to commit the company.
- All Task Order Superintendents report to the Operations Manager

- Depending on the scope of work and size of the contract:
  - A Project manager will be assigned to each phase of the debris removal/management operations, (i.e., Load & Haul Manager, Site Manager).
  - Each Project manager will report daily to the Task Order Superintendent
  - Each crew will be under the direction of a Crew Foreman who will report to the Project manager
  - Crew foremen will be responsible for maintaining daily reports and overseeing the crew operations
- Each Project manager will:
  - Provide daily work assignments to each crew foreman
  - Perform daily reviews with the Task Order Superintendent of work performed, time schedules, performance targets, and work assignments for the following day.

### **Managing Multiple Subcontractors on Multiple Task Orders**

If awarded multiple task orders in different geographical areas, TFR will assign a separate Project Manager for each region to oversee TFR operations and subcontractors. Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance, and license information will be available for review and approval by Government Representatives. As in all projects, it remains absolute condition precedence; all subcontractors will be under the direction of a TFR Supervisor.

Each superintendent will establish a field office located within the area of the assigned Task Order. The Superintendent for each task order will have the authority to hire subcontractors and additional field personnel when necessary. All field office personnel will have electronic linkage with the capability of communicating and sending information and daily records to the home office. Daily ticket recording and recordkeeping will be conducted and maintained in the field. Should the quantity of work warrant enhanced capabilities for the region and at the discretion of the Superintendent, TFR shall dispatch additional mobile command units where necessary. Reconciled information for subcontractors will be sent to the home office weekly and billings and subcontractor payments, as well as local employees, vendors, and suppliers, will be recorded and posted, and checks written on National Banks from the home office. Checks for payments will be processed weekly and sent to the field office by either courier or public carrier (such as Federal Express or UPS) for disbursement.

Task Order Superintendents will appoint Load & Haul Crew Managers, Hazardous Tree Trimming and Removal Managers, Site Managers, and Demolition and ROE Managers (as needed per task order).

Each Task Order Superintendent shall have the authority to commit the Corporation, and resources of TFR including signing contracts and modifications. They shall also have the authority to provide administrative and financial resources, equipment, and personnel in support of the project. Their authority will include supporting and investing authority and oversight to Project Managers and Supervisors, Safety officers, Quality Control officers, Environmental officers, and Health and Safety officers.

The Task Order Superintendent is responsible for day-to-day operations, including waste stream documentation, daily reporting/progress, and planning requirements, communications with Government Representatives, enforcement of Scope of Work, and oversight of Load and Haul and Site Managers. They report to the Operations Manager and the on-site Government Representative and act as liaisons between the two.

Subcontracting agreements will be often executed in the field and copies of all agreements along with necessary, tax, insurance, and license information will be available for review and approval by Government Representatives. As in all projects, as it remains absolute condition precedence, all subcontractors will be under the direction of a TFR Supervisor.

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### **Corporate Safety Program**

The safety and health of our employees continue to be the first consideration in the operation of our business. TFR Enterprises, Inc., and its' principals are committed to maintaining a safe and healthy workplace for each employee by providing guidelines for safe practices and accident prevention. Safety is considered a condition of employment and is the responsibility of all associated with TFR Enterprises, Inc. whether in the capacity of employee or subcontractor. As a condition of employment, each employee is expected to use safe work practices and identify all unsafe conditions immediately. All employees are required to report any violations, unsafe conditions, or known safety hazards to their immediate supervisors at once.

All subcontract agreements are subject to the Company's Safety and Occupational Health Policy as a condition of the contract agreement. To ensure compliance, the Safety Officer is empowered with the authority to take such actions necessary to protect life, health, and safety and to protect the environment, as they deem necessary. This authority shall be irrevocable and shall include, but is not limited to, the power to unilaterally alter, suspend and/or halt any operation or portion thereof that endangers or potentially endangers life, health, and safety or threatens the protection of the environment. The Safety Officer will report to the Operations Manager and the Chief Executive Officer of the corporation.

A copy of the Company's Safety and Occupational Health Policy and its related Accident Prevention Plan was not included with this proposal because of its length but can be supplied upon request.

### **Safety for Subcontractors and Suppliers**

Safety is considered a condition of employment and is the responsibility of all associated with TFR, whether in the capacity of employee or subcontractor. All subcontract agreements are subject to this Safety and Occupational Health Policy as a condition of the contract agreement.

The following procedures will be administered to assure that all subcontractor activities are fully integrated into the project safety plan and job hazards analysis. When subcontractors first report to the job site and before beginning work, the project manager shall review with the subcontractor safety representative the contractual obligation to safety and the project safety rules that subcontractor employees are required to follow.

1. Review the Corporate Accident Prevention Plan and stress all the applicable requirements and procedures.
2. Review the specific Company safety rules and regulations.
3. Review hazardous work conditions presented by the physical assessment of the project.
4. Instruct their safety representative that they are to attend a monthly safety meeting.
5. It must be firmly established that all subcontractors' employees must be abiding by the applicable OSHA regulations.

### **Housekeeping**

Housekeeping is essential in accident prevention and is the responsibility of each employee and subcontractor. The work area must be maintained in a neat and orderly manner and excess materials and waste should be removed daily. Supervisors and managers are to inspect and enforce orderly, safe, and clean working areas at all times.

Subcontractors will generally be responsible for their First Aid and medical treatment. However, the following will be required in writing in the subcontract agreement:

- Contact the Contractors foreman and supervisor of any incident requiring First Aid treatment.

- Provide all their foremen and supervisors a listing (with directional maps) indicating the location of the nearest emergency facilities such as Hospitals, Emergency Medical Facilities, Police Departments, and Fire Departments.
- Provide their foremen and supervisors with a 16-man first aid kit.

### **Quality Control Program**

The purpose of this Quality Control Program is for TFR to establish a quality control system to perform sufficient inspections and tests of all items of work, including that of our subcontractors, to ensure conformance to applicable specifications and drawings concerning the production, quantities, field activities, materials, workmanship, construction, finish, functional performance, and identification. This control will be established for all activities except where the special provisions and the technical provisions of the contract provide for specific government control by inspections, tests, or other means.

The TFR control system will specifically include the surveillance and tests required in the technical provisions of the contract specifications. Both onsite and off-site fabrication will be controlled and keyed to the proposed construction sequence. The personnel assigned to the Quality Control Section will also be charged with the responsibility of policing TFR's approved safety program as required by the Accident Prevention Plan of the contract specifications.

### **General**

The Quality Control System will include at least three phases of inspection for all technical provisions of the specifications as follows:

#### **Preparatory Inspection:**

1. This inspection is to be performed before beginning any work on a section of the technical provisions of the specifications.
2. The inspection will include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved.
3. Check to assure that provisions have been made to provide required control testing.
4. Examination of the work area to ascertain that all preliminary work has been completed.
5. A physical examination of materials and equipment to assure that they conform to approved shop drawings or submittal data and that all materials, certificates, and other submittal data before submission to the contracting officer.
6. Each submittal offered to the contracting officer for approval will bear the date and signature of a member of TFR's Quality Control organization indicating that he has reviewed the submittal and found it to be acceptable (or showing the required changes).
7. Review the appropriate Activity Hazard Analysis to assure safety requirements are met.
8. Discussion of procedures for controlling the quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
9. Check to ensure that a Government Representative has accepted the plan for the work to be performed.

#### **Initial Inspection:**

An initial inspection will be performed as soon as a representative segment of the particular item of work has been accomplished and to include an examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements. This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

1. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.



2. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
3. Establish the level of workmanship and verify that it meets minimum acceptable workmanship standards.
4. Resolve all differences.
5. Check safety to include compliance with an upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
6. Notify a Government Representative at least 24 hours in advance of the beginning of the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. The exact location of the initial phase shall be indicated for future reference and comparison with follow-up phases.
7. The initial phase will be repeated for each new crew to work onsite, or at any time acceptable specified quality standards are not being met.

**Follow Up Inspections:**

Follow-up inspections will be performed daily or as frequently as necessary to assure continuing compliance with contract requirements, including control testing, until completion of the particular segment of work.

Records: TFR will maintain current records of all inspections and tests performed in the format detailed below, entitled *Quality Control Report*. This form will provide factual evidence of the required inspections or tests involved, results of inspections or tests, nature of defects, causes for rejection, etc., proposed remedial action, and corrective actions taken. TFR's records will cover both conforming and defective items and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records will be furnished to a Government Representative daily. Daily, TFR's designated representative will verify records.

**Site-Specific Quality Control Plan**

The site or contract-specific QC Plan must accomplish the complete daily documentation of operations, utilization and production, safety, and variations from normal operations of a debris management operation. It must be in place and approved for use before beginning any field operations, including site preparation. It must be in full compliance with contract requirements.

Multiple forms are usually formatted for the Plan, which covers different activities. A summary general daily form is also usually formatted for the project that is completed by the CQC Officer, and totals of all activities are reported on summary forms. Usually, all originals and one set of copies are delivered to a Government Representative, and TFR keeps two copies of each form.

**Quality Control Organization**

The duties and specific areas of responsibility of the various members of the Quality Control Organization are as follows:

**Operations Manager:** Advises all supervisory personnel including, but not limited to, Sector superintendents and key foremen assigned to critical areas, of the requirements of the specifications and advises supervisors concerning methods to be used and the degree of workmanship required.

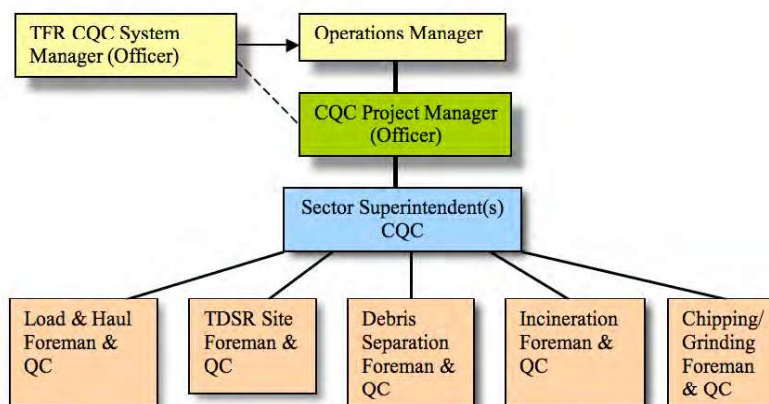
**Quality Control Officer:** The Quality Control Officer is responsible for the direct supervision of all superintendents and subcontractors and superintendents to ensure that the work is being performed according to the Contract Plans and Specifications and TFR's Contractor Quality Control Program. He/she will supervise the Quality Control Personnel and advise other job personnel in advance of Quality Control Requirements, submittal material, inspections, etc. of their work. When work does not comply with contract requirements, he will immediately advise the Project Manager and together they will decide what corrective action should be taken.



The corrective action taken will be shown in the daily log. The designated Quality Control Supervisor will have full authority in implementing the Quality Control Program and the Safety Program of TFR Enterprises, Inc.

**Quality Control Technician:** Performs inspections as directed by the Quality Control Supervisor and reports any deviations from the contract directly to the Quality Control Supervisor.

A chart, documenting TFR's Quality Control organizational structure is detailed below:



### Memorandum of Appointment

A sample memorandum of appointment and notification to supervisors and foremen of the appointment of the Quality Control Officer is detailed below:

**T.F.R. Enterprises, Inc.**  
DISASTER RESPONSE DIVISION

**MEMORANDUM OF UNDERSTANDING**

DATE: TBD

TO: All TFR Enterprises, Inc. Supervisory Personnel

FROM: William R. Droke, Vice President/COO

SUBJECT: Quality Control Supervision

CONTRACT No. \_\_\_\_\_

Effective July 1, 2009, until completion of the project or relieved by written notice, Robert "Bobby" Day is hereby assigned the duty of Quality Control Manager. He is hereby authorized to place in effect TFR Enterprises, Inc.'s Quality Control Program. We expect and require all TFR Enterprises, Inc.'s foremen and supervisory personnel to cooperate with Mr. Day, and comply with his orders and instructions in carrying out this program.

Each Supervisor, Engineer, and Foreman who is designated to be the Quality Control Representative for his particular part of the work will see to it that they check the following:

- 1) Checks the specifications to see what is required on work items.
- 2) Check to see that the equipment-materials to be incorporated in the work meets requirements.
- 3) Checks to see that the equipment-materials are properly maintained.
- 4) The work and work area is safe and in compliance with TFR Enterprises, Inc.'s Safety Program and the Engineer's Safety Manual.
- 5) Reports all deficiencies and corrective action taken.

Signed, \_\_\_\_\_

William R. Droke, Vice President/COO

### QC Daily Reporting Procedures

The CQC Plan and the TFR Quality Control Manager shall address the Recording and Reporting requirements with all levels of supervisors and Crew Foremen. Different levels will have different requirements. A sample form as a model is provided above, and all final versions of all forms will be approved with the final CQC Plan, including any additional required modifications. This discussion shall include the general procedures set forth below:

- All loading and hauling crews are under the direction of a TFR supervisor.
- Daily reports are maintained by the crew foreman and recoding all equipment downtime for repairs on the daily reports.
- Hours, of each piece of equipment and each employee, are recorded and reconciled daily.
- Daily Reports shall have daily and year-to-date totals for each piece of equipment/personnel tasked.
- Signatures of both TFR's Representative and a Government Representative are required on all Daily Reports.

The TFR Quality Control Officer shall prepare, sign, and submit to the Government Representative a *Quality Control Summary Sheet*. This report at a minimum shall include originals and one copy of all levels of QC reports received and in addition shall include a summary of safety issues, infrastructure damage, total numbers of trucks loaded, equipment, and plant hours worked, and idled or down, testing performed and by whom, loads and quantities hauled to DMS, the quantity of debris reduced, number of subcontractors working, contract non-compliance issues and all corrective actions.

### QC Inspection Methods and Procedures

During work on the contract, the Quality Control personnel will perform the required inspections on both the TFR's and subcontractor's work. The staff that performs the Quality Control inspections will be charged with the following duties:

1. Maintain and keep in serviceable condition, all machinery, and materials.
2. Take whatever corrective action is necessary to replace or repair deficiencies observed at any time that affect the operation of machinery and materials.
3. Inspect for compliance with contract requirements.
4. Maintain copies of Inspection Records.

Detailed below are the procedures and methods that will be implemented:

#### Safety Issues:

The role of QC in support of safety is to document that the safety plan provisions are being followed. At each level, the *Quality Control Report* has appropriate reporting requirements for safety, including worker protection, equipment safety, trimming of loads, flagmen, work zone safety, and traffic control. Each level of the *Quality Control Report* for each activity should have a section addressing daily safety meetings, issues, and activities.

#### Debris Eligibility:

TFR should only be handling materials authorized by our contract. The CQC Officer shall train the field ROW personnel on these materials classifications, and shall include the general eligibility requirements set forth below:

Eligible Debris-

C&D Debris is non-burnable debris and can consist of recyclable as well as non-recyclable debris that will eventually be delivered to a landfill. Samples of this type of debris include, but are not limited to, mattresses, clothing, masonry, concrete, asphalt, metals, plastics, lumber, manufactured furniture, building components, etc.

Vegetative Debris is burnable debris of natural origin such as grass, shrubs, and trees and can be reduced and/or recycled by either incineration or by chipping/grinding.

Household Hazardous Waste (HHW) is the debris of a chemical nature and includes such items as household chemicals, pesticides, liquids, paint, batteries, waste oil, waste fuels, antifreeze, spray cans, etc.

White Goods refers to items such as refrigerators, air conditioners, freezers, etc. which may contain chemicals or fluids such as freon or oil, which must be remediated by someone with the appropriate license and certifications to do so.

Metals, both Ferris and non-Ferris such as copper, aluminum, steel, or iron may include parts from automobiles, trucks, bicycles, small engines, buildings, small appliances, and other items.

#### Ineligible Debris-

Any Debris which is not located on the Right of Way, regardless of category, i.e., C&D, Vegetative, Household Hazardous Waste, White Goods, or Metals is INELIGIBLE DEBRIS. Debris removal from private property is the responsibility of the individual property owner. No TFR crews or Subcontractors are allowed to work for the private sector while underemployment/contract to TFR Enterprises, Inc. during the duration of the Project/Task Order. Fallen trees located on public property but in an unused forested or wilderness area are ineligible unless specifically directed.

Daily Household Garbage, or what could be classified as Municipal Solid Waste (MSW), is ineligible debris.

Debris, which is not the result of the disaster event, for example, debris from a demolition that was performed before the disaster event occurred, is ineligible.

#### **Segregation of Debris at Curbside Pick Up**

1. All loading operators are also instructed on the importance of maintaining the segregation of eligible debris when loading.
2. All vegetative debris will be loaded on trucks hauling vegetative debris only. If other debris is encountered alongside the vegetative debris, it will be left at the curbside to be later loaded on the trucks hauling whatever type of debris that is left.
3. Separate trucks will be used for loading Construction and Demolition debris.
4. Metals and white goods will also be loaded and hauled separately.
5. Any household hazardous waste shall be left at the curbside for the HHW crew to load and haul.
6. When possible, any "mixed piles" of debris encountered at the curbside will be separated by hand before loading. If it is not practical to separate the mixed piles at the curbside by hand, the mixed piles will be loaded on separate trucks and the load ticket will indicate "mixed debris."

#### **Loading:**

1. All Loaders will have been previously inspected at the staging area for safety and compliance before being dispatched to the loading location.
2. All Loader operators will receive safety briefings before beginning loading operations.
3. Flagmen will be located ahead of loading operations to direct and control traffic.
4. All flagmen will be properly attired and wearing safety equipment including hard hats, safety shoes, reflective vests, and carrying traffic directing flags.
5. All flagmen are under the supervision of the crew foreman.
6. Operators are cautioned to be observant and conscious of their surroundings at all times, in particular being aware of hanging and downed power lines and structures hidden by debris, such as fire hydrants, water mains, and fences, etc.

7. Operators are cautioned not to overload trucks with debris so that the transporting of the debris could cause the excess debris to become dislodged and fall into traffic areas.
8. Operators are cautioned to stay on the right of way and not to enter the private property during the loading process.
9. Operators are equipped with mobile radios and are supervised by a crew foreman.
10. Operators are instructed to keep the debris loads segregated between (a) burnable (vegetative), (b) non-burnable (C&D), and (c) mixed piles where C&D, non-burnable, and vegetative are co-mingled and cannot efficiently be separated at the curbside, (d) other (such as household hazardous waste [HHW])
11. Household hazardous waste (HHW) crew, trained in EPA requirements for handling of HHW, will load HHW materials, (household cleansers, butane, poisons, etc.) at the curbside by hand in a specially equipped compartmental truck. HHW will be delivered to the collection point.
12. As it is TFR policy, Loading and Hauling Crews shall complete any debris clearing operations that have been started on any particular pass through a neighborhood, and shall not “skip” through designated work areas for “gravy” loads.
13. All Loading and hauling crews are under the direction of a TFR supervisor. Daily reports are maintained by the crew foreman and record all equipment downtime for repairs on the daily reports. Hours, of each piece of equipment and each employee, are recorded and reconciled with the Government Representative daily.
14. In the event of notice of a violation as a result of the actions of any employee or subcontractor, the Operations Manager will take immediate corrective action and follow up on the enforcement of such action and so notate in his daily log record.

**Hauling:**

1. All Trucks will have been previously inspected at the staging area for measurement, numbering, safety, and compliance before being dispatched to the loading location.
2. All truck operators will be instructed to observe traffic regulations and follow the instructions of the flag persons.
3. All truck operators are to wear safety equipment, hard hats, and steel-toed shoes.
4. Truck operators are not allowed to leave with “overhanging” loads. Loads will either be trimmed or reloaded before being allowed to leave the loading area.
5. It is the truck operator’s responsibility to check and determine that his load is safe before leaving the loading site.
6. Truck operators are equipped with mobile radios and are supervised by crew foreman.
7. Truck operators will be issued a “load ticket” at the loading site and will deliver the ticket to the inspector at the dumpsite.

**Dumping:**

1. Dumping operations will be at either the DMS or at a landfill/disposal site designated.
2. All traffic regulations and speed limits will be observed at the dumpsite.
3. Truck operators will report to the weigh station and deliver their “load ticket” to the TFR QC and Government QA for inspection and approval before proceeding to dump his/her debris.
4. Each truck operator will be directed as to where to dump each load at the dumpsite location by the designated dumpsite operator.
5. Each truck operator will inspect his truck and tailgate after the dumping process is completed to assure that it is secure before leaving the dump area.
6. Truck operators will follow the designed traffic flow when leaving the dump and returning to the designated loading area.

### **QC Private Property (ROE) Program Procedures**

The Company's Quality Control Manager shall discuss the requirements and procedures for the removal of debris from private property under the Right of Entry (ROE) Program with all Crew Foremen. This discussion shall include the general procedures set forth below:

1. Before a demolition project on private property can begin, a Right-of-Entry document must be executed, including:
  - a. Authorization to enter the property for demolition
  - b. Hold harmless agreement accompanied by a non-duplication of benefits agreement from the City/County.
2. TFR crews are not permitted to enter the private property except at the direction of the TFR ROE Manager or Government Representative.
3. Proper completion of a TFR ROE Program Checklist:
  - a. HHW crew will be assigned to remove any hazardous materials from the property.
  - b. All HHW materials will be cataloged, and disposition defined.
  - c. All utility connections will be inspected to ensure that they are disconnected.

After demolition, all materials can be either placed on the right of way to be picked up under the debris removal agreement or taken directly to the DMS for separation and disposal.

### **QC Rental of Equipment with Operators**

1. Inspection and Identification of Equipment & Materials before any machinery or materials are placed in use; they shall be inspected and tested by competent personnel. The Contractor's personnel will perform such duties.
2. The contractor's personnel chosen by the Quality Control Officer will perform an inspection of all machinery and materials daily.
3. Records of inspections shall be maintained at the site and shall be available on request.
4. Preventative maintenance procedures recommended by the manufacturer shall be followed.
5. All repairs on machinery or materials shall be made at a location, which will protect traffic for repairmen. Any machinery or equipment found by the contractor to be unsafe shall be deadlined until unsafe conditions have been corrected.
6. Only TFR-designated personnel shall operate machinery and mechanized equipment.
7. The Quality Control Supervisor shall instruct all operators in the use and details of Safety Operations.
8. Operators of machinery will establish and confirm requirements daily to comply with contract documents with TFR's representative.
9. Material deficiencies observed shall be reported to the proper TFR personnel for correction.
10. All safety procedures will be used by TFR's Accident Prevention Plan.
11. All phases of work being performed will be inspected daily by the responsible member of the Quality Control team.

**Management Plan for Category 3 Hurricane**

# DMS Sites	Type of Equipment	Estimated CY	Quantity of Haul Units	Mobilization time from NTP	Personnel
3-4  Minimum of 5 Acres	Self-Loading Kucklebooms Tub Grinders Bucket Trucks Bobcats DMS Support Equipment (Excavators, Dozers)	500,000 Cubic Yards	50-75	24 Hours-25% 48 Hours-50% 72 Hours-100%	(1) Operation Manager (1) Project Manager (4) Site Managers (50-75) Operators (50-75) Laborers Administrative Staff

**Proposal Cost Sheet****DUE DATE: Wednesday, June 29, 2022, by 10:00 a.m.**

Emergency Road Clearance			
Item #	Description	Cost	Unit
A	Dump Truck, 16-20 CY capacity, with Operator	155.00	HOUR
B	Rubber Tired Front-end Loader, 3-5 CY capacity, with Operator	170.00	HOUR
C	Two (2) Person Laborer Crew with Chainsaws, 16" min bar, traffic flags, and misc. small tools (axes, shovels, safety equip.)	125.00	HOUR
D	Crew Foreman with Pickup Truck, ½-1 Ton, & cellular phone	70.00	HOUR
E	Track Hoe Excavator, 2-3 CY bucket with operator	155.00	HOUR
F	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	110.00	HOUR
Debris Removal Processing and Disposal			
Item #	Description	Cost	Unit
1	Mobilization and Demobilization (Lump Sum)	0.00	LUMP SUM
2	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites	6.45	CY
3	Vegetative Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites	7.45	CY



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**Debris Management Services**

4	Vegetative Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site	9.25	CY
5	Vegetative Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	4.25	CY
6	C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites	9.25	CY
7	C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites	9.75	CY
8	C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site	9.25	CY
9	C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	4.25	CY
10	Management of TDSRS	2.00	CY
11	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	1.85	CY
12	Grinding or consolidation of C&D debris at TDSRS	1.85	CY
13	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	1.15	CY
14	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	1.15	CY
15	Pick Up and Haul of White Goods to Site within City	50.00	UNIT
16	Pick Up and Disposal of Hazardous Material	10.00	LB


**RFP 22-024**  
**Debris Management Services**

17	Pick Up and Disposal of Household Hazardous Waste	10.00	LB
18	Pick Up and Disposal of Electronic Waste	10.00	LB
19	Freon Management and Recycling	50.00	UNIT
20	Dead Animal Collection, Transportation and Disposal	10.00	LB
21	Abandoned Vehicle Removal	250.00	VEHICLE
22	Recreational Vehicle	27.00	PER LF
23	Disposal of asbestos containing material	23.00	CY
<b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site</b>			
24	6-inch diameter to 11.99-inch diameter	150.00	See conversion chart
25	12-inch diameter to 23.99-inch diameter	280.00	See conversion chart
26	24-inch diameter to 47.99-inch diameter	285.00	See conversion chart
27	48-inch diameter and greater	295.00	See conversion chart
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed</b>			
28	Removal of hazardous hanging limbs greater than 2 inches	110.00	EACH
29	Removal of hazardous standing trees 6" – 12" in diameter	100.00	EACH

**RFP 22-024**  
**Debris Management Services**

30	Removal of hazardous standing trees 13" – 24" in diameter	200.00	EACH
31	Removal of hazardous standing trees 25" – 36" in diameter	300.00	EACH
32	Removal of hazardous standing trees 37" – 48" in diameter	400.00	EACH
33	Removal of hazardous standing trees greater than 48" in diameter	560.00	PER TREE
<b>Marine, Lake, or Inland Water Debris Removal</b>			
34	Canals, bayous, and ditches	18.75	PER LF
35	Bays and other open waters	4,875.00	PER ACRE
36	Boat removal	76.00	PER LF
<b>The following items shall be billed on a time and material basis according to the attached schedules</b>			
37	Emergency Road Clearance	SEE EQUIPMENT & LABOR RATES	
38	Demolition of Structures (Debris will be hauled and disposed of under items 6-9)	11.75	SQ/FT
39	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
40	Generators, light plants, water pumps, portable toilets, and other required equipment or materials	3%	COST PLUS
<b>EQUIPMENT RATES</b>			
<b>Equipment Description</b>	<b>Applicable Unit if not Able to Provide Equipment Described</b>	<b>Cost</b>	<b>Unit</b>


**RFP 22-024**  
**Debris Management Services**

JD 544 Wheel Loader with debris grapple		165.00	HOUR
JD 644 Wheel Loader with debris grapple		178.00	HOUR
Extendaboom Forklift with debris grapple		85.00	HOUR
753 Bobcat Skid Steer Loader with debris grapple		145.00	HOUR
753 Bobcat Skid Steer Loader with bucket		155.00	HOUR
753 Bobcat Skid Steer Loader with street Sweeper		165.00	HOUR
30-50 HP Farm Tractor with box blade or rake		95.00	HOUR
2-2 ½ Cu.Yd. Articulated Loader with bucket		145.00	HOUR
3-4 Cu.Yd. Articulated Loader with bucket		155.00	HOUR
JD 648E Log Skidder or equivalent		115.00	HOUR
CAT D4 Dozer		85.00	HOUR
CAT D6 Dozer		170.00	HOUR


**RFP 22-024**  
**Debris Management Services**

CAT D8 Dozer		190.00	HOUR
CAT 125 – 140 HP Motor Grader		115.00	HOUR
JD 690 Trackhoe with debris grapple		145.00	HOUR
JD 690 Trackhoe with bucket & thumb		165.00	HOUR
Rubber Tired Trackhoe with debris grapple		115.00	HOUR
JD 310 Rubber Tired Backhoe with bucket and hoe		110.00	HOUR
Rubber Tired Excavator with debris grapple		115.00	HOUR
210 Prentiss Knuckleboom with debris grapple		290.00	HOUR
Self-Loader Scraper Cat 623 or equivalent		170.00	HOUR
Hand Fed Debris Chipper		35.00	HOUR
300 – 400 Tub Grinder		390.00	HOUR
800 – 1,000 HP Diamond Z Tub Grinder		490.00	HOUR
30 Ton Crane		200.00	HOUR



**RFP 22-024**  
**Debris Management Services**

50 Ton Crane		300.00	HOUR
100 Ton Crane (8 hour minimum)		400.00	HOUR
40-60' Bucket Truck		235.00	HOUR
Service Truck		115.00	HOUR
Water Truck		95.00	HOUR
Portable Light Plant		45.00	HOUR
Equipment Transports		95.00	HOUR
Pickup Truck, Unmanned		20.00	HOUR
Self-loading Dump Truck with Knuckleboom and debris grapple		275.00	HOUR
Single Axle Dump Truck, 5 – 12 Cu.Yd.		145.00	HOUR
Tandem Dump Truck, 16 - 20 Cu.Yd.		155.00	HOUR
Trailer Dump, 24 – 40 Cu.Yd.		165.00	HOUR
Trailer Dump Truck, 61 – 80 Cu.Yd.		185.00	HOUR

**RFP 22-024**  
**Debris Management Services**

Power Screen		115.00	HOUR
Stacking Conveyor		20.00	HOUR
Off Road Trucks		170.00	HOUR
<b>LABOR AND MATERIAL RATES</b>			
<b>Labor Description</b>		<b>Cost</b>	<b>Unit</b>
Operations Manager		80.00	HOUR
Superintendent with truck, phone & radio		75.00	HOUR
Foreman with truck, phone & radio		70.00	HOUR
Safety/Quality Control Inspector with vehicle, phone & radio		85.00	HOUR
Inspector with vehicle, phone & radio		75.00	HOUR
Climber with gear		90.00	HOUR
Saw Hand with chainsaw		60.00	HOUR
Laborers & Flagmen		55.00	HOUR
Public Assistance Manager		95.00	HOUR



**RFP 22-024**  
**Debris Management Services**

Documentation Clerk		50.00	HOUR	
Timekeeper		50.00	HOUR	
HazMat Professional		235.00	HOUR	
Household HazMat Inspection & Removal Crew		320.00	HOUR	
Generators from 10 KW to 300 KW Hourly rates vary by size of unit		Cost Plus 3%	HOUR	
<b>Material Description</b>		<b>Cost</b>	<b>Unit</b>	
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped		31.00	CY	
<b>ITEM #</b>	<b>EQUIPMENT/LABOR DESCRIPTION</b>	<b>HOURLY</b>	<b>WEEKLY</b>	<b>HOURLY OT</b>
A.1	210 Prentice Loader	\$ 290.00	\$ 13,920.00	\$ 435.00
A.2	Self-Loading Prentice Truck 25 to yard dump body	\$ 375.00	\$ 18,000.00	\$ 562.50
A.3	Wheel Loader 2 ½ to 3-yard bucket	\$ 205.00	\$ 9,840.00	\$ 307.50
A.4	Wheel Loader 3-to-5-yard bucket	\$ 265.00	\$ 12,720.00	\$ 397.50
A.5	Tandem Dump Truck 16 to 20 yards	\$ 155.00	\$ 7,440.00	\$ 232.50
A.6	Mini Loader/Bobcat	\$ 150.00	\$ 7,200.00	\$ 225.00
A.7	Dozer/Cat D6 or equivalent	\$ 170.00	\$ 8,160.00	\$ 255.00
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	\$ 115.00	\$ 5,520.00	\$ 172.50
A.10	Chainsaw with operator	\$ 60.00	\$ 2,880.00	\$ 90.00


**RFP 22-024**  
**Debris Management Services**

A.11	Laborers	\$ 55.00	\$ 2,640.00	\$ 82.50
A.12	Four men crew with transportation	\$ 275.00	\$ 13,200.00	\$ 412.50
A.13	Three men crew with transportation	\$ 220.00	\$ 10,560.00	\$ 330.00
A.14	Two men crew with transportation	\$ 165.00	\$ 7,920.00	\$ 247.50
A.15	Supervisor with transportation	\$ 70.00	\$ 3,360.00	\$ 105.00
A.16	Safety Manager with transportation	\$ 85.00	\$ 4,080.00	\$ 127.50
A.17	Flagger for traffic control	\$ 50.00	\$ 2,400.00	\$ 75.00
A.20	Trash Transfer Trailers – 100 yards with Tractor	\$ 160.00	\$ 7,680.00	\$ 240.00
A.21	Trash Transfer Trailer <u>50</u> yard with Tractor	\$ 150.00	\$ 7,200.00	\$ 225.00
A.22	Trash Transfer Trailer <u>30</u> yard with Tractor	\$ 140.00	\$ 6,720.00	\$ 210.00
A.23	Equipment Transports	\$	\$	\$
A.24	Other Equipment:	\$	\$	\$
A.25	Other Equipment:	\$	\$	\$
A.26	Other Equipment:	\$	\$	\$
A.27	Other Equipment:	\$	\$	\$
A.28	Other Labor:	\$	\$	\$
A.29	Other Labor:	\$	\$	\$
A.30	Other Labor:	\$	\$	\$
A.31	Other Labor:	\$	\$	\$
A.32	Other Labor:	\$	\$	\$
A.33	Labor - Fueling of ancillary equipment and re-filling of water trucks– Hourly rate shall include labor, transportation, and administration costs	\$ 50.00		
<b>EXCEPTIONS TO SPECIFICATIONS</b>				



If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.		
Section	Item/Material/Equipment Bid	Reason
None		

**Total Cost for Scenario in Section III, F. Management Plan:**

\$ 4,568,250.00

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> Date Received    <div style="font-size: 2em; font-weight: bold;">N/A</div> </div>	
<div style="border: 1px solid black; padding: 5px;"> <b>1 Name of vendor who has a business relationship with local governmental entity.</b>  <div style="font-size: 2em; font-weight: bold; color: blue; text-align: center;">N/A</div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) </div>		
<div style="border: 1px solid black; padding: 5px;"> <b>3 Name of local government officer about whom the information is being disclosed.</b>   <div style="text-align: center; border-bottom: 1px solid black; width: 80%; margin: 0 auto;"> Name of Officer </div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b>           <div style="margin-left: 40px;"> A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?   <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="margin-left: 40px; margin-top: 20px;"> 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?   <div style="display: flex; justify-content: space-around; width: 100%;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> </div>		
<div style="border: 1px solid black; padding: 5px;"> <b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b> </div>		
<div style="border: 1px solid black; padding: 5px;"> <b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b> </div>		
<div style="border: 1px solid black; padding: 5px;"> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <b>7</b>  <div style="text-align: center; margin-top: 20px;"> <div style="font-size: 2em; font-weight: bold; color: blue;">[Signature]</div> <div style="border-top: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity </div> </div> <div style="width: 45%; text-align: right;"> <div style="margin-top: 20px;"> <div style="font-size: 2em; font-weight: bold; color: blue;">6/27/2022</div> <div style="border-top: 1px solid black; width: 100%;"></div> Date </div> </div> </div> </div>		

## 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.

**Local Government Code § 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

N/A

- (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;

(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.





## Texas Public Information Act

### Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

**On each page where confidential or proprietary information appears,** you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

**Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.**

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state (Please check one):**

- ☒ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_  
and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: TFR Enterprises, Inc.

Signature: \_\_\_\_\_ Date: 6/27/2022

Print Name: Tipton F. Rowland Print Title: CEO



**THE FOLLOWING FEDERALLY REQUIRED CONTRACT CLAUSES, OR SIMILAR CLAUSES, WILL BE REQUIRED FOR ALL CONTRACTS RESULTING FROM THIS SOLICITATION.**

**Please sign the last page to acknowledge these clauses and include in the forms section of your response.**

**1. Equal Employment Opportunity.**

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, 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, 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, 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, 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. 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 as 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.
- f) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or 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.

2. Davis Bacon Act and Copeland Anti-Kickback Act.

- a) 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.
- b) 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.

Compliance with the Copeland "Anti-Kickback" Act.

- a) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

Compliance with the Contract Work Hours and Safety Standards Act.

- a) 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.
- b) 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 .

- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### 4. Clean Air Act and the Federal Water Pollution Control Act

##### Clean Air Act

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

- a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency,





and the appropriate Environmental Protection Agency Regional Office.

- c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

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



6. Byrd Anti-Lobbying Amendment.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when



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

The Contractor, TFR Enterprises, Inc., 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.

A handwritten signature in blue ink, consisting of a stylized 'X' or 'A' shape, is written over a horizontal line.

Signature of Contractor's Authorized Official

Tipton F. Rowland, CEO

Name and Title of Contractor's Authorized Official

6/27/2022

Date





7. Procurement of Recovered Materials.

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

8. Additional FEMA Requirements.

- a) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. DHS Seal, Logo, and Flags.

The 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.

10. Compliance with Federal Law, Regulations, and Executive Orders.

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

11. No Obligation by Federal Government.


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



12. Program Fraud and False or Fraudulent Statements or Related Acts.

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

Tipton F. Rowland  
\_\_\_\_\_  
(PRINT NAME OF SIGNATORY)

  
\_\_\_\_\_  
(SIGNATURE)

6/27/2022  
\_\_\_\_\_  
(DATE)