CITY COUNCIL AGENDA

Wednesday, July 24, 2024
9:00 am

CITY OF TYLER
A Natural Beauty

CITY COUNCIL
Donald P. Warren, Mayor
Stuart Hene, District 1
Petra Hawkins, District 2
Dr. Shirley McKellar, District 3
James Wynne, District 4
Lloyd Nichols, District 5
Brad Curtis, District 6

CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS - CITY HALL

City Hall, City Council Chambers
212 N. Bonner Avenue, 2nd Floor
Tyler, Texas
Follow us on Facebook Live at:
https://www.facebook.com/CityofTylerTexas/
Wednesday, July 24, 2024
9:00 am

Internet website http://www.cityoftyler.org and Cable Access Channel 3

Please call (903) 531-1250 if you need assistance with interpretation or translation for this City meeting.

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AMERICANS WITH DISABILITIES ACT NOTICE

The City of Tyler wants to ensure that City Council Meetings are accessible to persons with disabilities. If any individual needs special assistance or accommodations in order to attend a City Council meeting, please contact the City Manager's Office at 903.531.1250, in advance so accommodations can be made.

COURTESY RULES

Thank you for your presence. The City Council appreciates your interest in Tyler City Government. To ensure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, Administrative Staff, News Media, Citizens and Visitors. If you wish to address the Council, please fill out the information on the IPAD located outside the Council Chambers. Speakers will be heard as the individual item(s) in which they have registered an interest come before the Council. Your remarks will be limited in duration depending on the number of people wanting to speak on a particular item. Comments to the City Council should only be made from the podium. This will ensure that the comments are picked up by the microphones and are made a part of the official record. Delay or interruption of the proceedings will not be tolerated.

INVOCATION

PLEDGE OF ALLEGIANCE

MINUTES

Request that the City Council consider approving the minutes of the regular called meeting of the City Council of the City of Tyler, Texas held on June 12, 2024.

AWARDS

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 75 years of service with the City of Tyler.

Juan Landeros, Crew Leader, 35 years of service
Robert Holcomb, Police Officer XI, 20 years of service
Noe Balderas, Police Sergeant IV, 20 years of service

ZONING

Z-1 ZA24-001 UDC BIANNUAL REVIEW
Request that the City Council consider approving an Ordinance amending the Unified Development Code in Tyler City Code Chapter 10 by amending the land use table related to miniature golf and driving ranges, amending regulations related to mobile food vendors, billboards, minimum off-street parking requirements and alcohol distance requirements in the DBAC zoning district and other clarifications.

Z-2 Z24-019 WINIFRED GOSSETT JOHNSON (A 2.49 ACRE PORTION OF 3498 FRANKSTON HIGHWAY)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1A', Single-Family Residential District to 'C-1', Light Commercial District.

Z-3 PD24-012 TRULIFE OAK SUBDIVISION (2850 CROW ROAD)
Request that the City Council consider adoption of an Ordinance approving a 'PMF', Planned Multi-Family District final site plan amendment.

Z-4 Z24-022 NATURON PROPERTIES, LLC (2255 HAVERHILL DRIVE AND 2221 DANLEY AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1A', Single-Family Residential District to 'R-MF', Multi-Family Residential District.

Z-5 Z24-023 HAZARI AND SONS, LLC (3180 WEST NORTHWEST LOOP 323)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'C-2', General Commercial District to 'M-1', Light Industrial District.

Z-6 Z24-014 IGNACIO CUEVAS (429 SOUTH SPRING AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'RPO', Restricted Professional Office District to 'AR', Adaptive Reuse

District.

Z-7 Z24-016 OMAR RENTERIA (1116 WEST HICKORY STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-2', Two-Family Residential District.

Z-8 Z24-020 JANIE SMITH LOVILLE (2914 NORTH GRAND AVENUE)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1B', Single-Family Residential District to 'R-2', Two-Family Residential District.

Z-9 Z24-015 MUHAMMAD SAJID (3114 AND 3122 EAST 5TH STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'RPO', Restricted Professional Office District to 'C-1', Light Commercial District.

Z-10 S24-004 GLORIA FLORES (1014 NORTH SPRING AVENUE)
Request that the City Council consider adoption of an Ordinance approving the Special Use Permit to allow for the use of the property as a one-chair beauty salon.

Z-11 Z24-017 GATHCO LLC (1118 PARK STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-1B', Single-Family Residential District.

Z-12 Z24-018 ALICIA RAMIREZ (815 CAMP STREET)
Request that the City Council consider on adoption of an Ordinance approving a zone change from 'R-1B', Single-Family Residential District to 'PMXD-1', Planned Mixed-Use District with written narrative. The applicant is appealing the denial by the Planning and Zoning Commission.

Z-13 Z24-021 TODD YATES (403 NOBLE STREET)
Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-2', Two-Family Residential District.

MISCELLANEOUS

M-1 Request that the City Council consider authorizing the City Manager to execute a professional services contract, in the amount of $449,275.00, with Halff Associates, Inc., for the development of a Lake Tyler Master Plan.

M-2 Request that the City Council consider authorizing the City Manager to execute an Engineering Services Agreement in the amount of $634,700 with KSA Engineers, Inc. for the Greenbriar Force Main Sliplining project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds.

M-3 Request that the City Council hold a final Public Hearing on the CDBG and HOME grants Five-Year Consolidated Plan and Annual Action Plan, and then approve the

plans and their related budgets.

M-4 Request that the City Council consider authorizing the City Manager to award the Request for Proposal for Grant Writing and Administrative Services for the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding to Traylor & Associates Incorporated.

M-5 Request that the City Council consider authorizing the City Manager to award the Request for Proposal for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services to Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor.

M-6 Request that the City Council consider appointing a member to the Smith County Reinvestment Zone No. 1 Board of Directors.

CONSENT

(These items are considered to be routine or have been previously discussed, and can be approved in one motion, unless a Council Member asks for separate consideration of an item.)

C-A-1 Request that the City Council consider declaring Lot 10, Block 722A as surplus property and authorize the City Manager to dispose of this property through a bidding process.

C-A-2 Request that the City Council consider ratifying the purchase of four (4) tractor trucks from Holt Truck Centers Tyler, Texas, for the City of Tyler Solid Waste Department; Texas Sourcewell contract 060920-NVS. The purpose of the trucks is for hauling waste sludge. The purchase price of $167,177.35 per unit less trade in allowance of $74,700.00 leaving a purchase price of $92,477.35 per truck. The total purchase is $369,909.40.

C-A-3 Request that the City Council consider authorizing the City Manager to ratify an interlocal agreement between Tyler Junior College and the City of Tyler for Park and Ride Service for the Transit Department and the 2024 Fourth of July show.

CITY MANAGER'S REPORT

ADJOURNMENT

MINUTES OF THE REGULAR CALLED MEETING OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS
June 12, 2024

A regular called meeting of the City Council of the City of Tyler, Texas, was held Wednesday, July 10, 2024 at 9:00 a.m. in the City Council Chambers, 2nd floor of City Hall, Tyler, Texas, with the following present:

Mayor:	Don Warren
Mayor Pro Tem:	Brad Curtis
Councilmembers:	Stuart Hene
	Shirley McKellar
	Broderick McGee
	James Wynne
	Lloyd Nichols
City Manager:	Edward Broussard
Deputy City Manager:	Stephanie Franklin
Asst. City Manager:	Heather Nick
City Prosecutor:	James Craig
Director of Organizational Development:	Regina Y. Moss
Planning Director:	Kyle Kingma
Chief Financial Officer:	Keidric Trimble
City Fire Chief:	David Coble
Police Chief:	Jimmy Toler
City Engineer:	Darin Jennings
Director of Utilities:	Kate Dietz
Director of Parks & Recreation:	Leanne Robinette
Strategic Planner:	Blake Cathey
City Clerk:	Cassandra Brager

INVOCATION

The Invocation was given by Councilmember Wynne.

MINUTES

Motion by Councilmember Wynne to approve the May 8, 2024 minutes; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

PRESENTATION

P-1 **Request that the City Council consider accepting the Gold Star Affiliate Award from Keep Texas Beautiful.**

Erin Garner, Gave an update on the Keep Tyler Beautiful Annual Report and presented the Gold Star Affiliate Award from Keep Texas Beautiful.

ORDINANCE

O-1 **Request that the City Council consider adoption of an Ordinance amending Tyler City Code Chapter 19, Section 19-33, Responsibility for Leakage. (O-2024-63)**

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

MISCELLANEOUS

M-1 **Request that the City Council consider authorizing the City Manager to execute an engineering agreement in the amount of $420,285.00 with C.T. Brannon Corporation for the design and construction phase services for the Highway 271 & FM 14 - 12-inch Water Line Extension Project which will be funded with ARPA and Capital Funds.**

Motion by Mayor Pro Tem Hene; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

M-2 **Request that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of $980,659.00 with HDR Inc. for the Lake Tyler Raw Water Pipelines Condition Assessment and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt. (R-2024-28)**

Motion by Councilmember McKellar; seconded by Councilmember Wynne; motion carried 7 - 0 & approved as presented.

M-3 **Request that the City Council consider authorizing the City Manager to execute a contract with C&A Construction, LLC in the amount of $7,022,462.14 for the Consent Decree Group 6 Traditional Package, Bid 24-019.**

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

M-4 **Request that the City Council consider authorizing the City Manager to execute a contract with Lopez Utility Construction, LLC in the amount of $1,731,333.00 for the Consent Decree Group 6 Specialty Package, Bid 24-020.**

Motion by Councilmember Curtis; seconded by Councilmember McKellar; motion carried 7 - 0 & approved as presented.

CONSENT

(These items are considered to be routine or have been previously discussed, and can be approved in one motion, unless a Council Member asks for separate consideration of an item.)

C-A-1 **Request that the City Council consider adopting a Resolution authorizing the application for and acceptance of Federal Transit Administration (FTA) Grant Funds**

under the Section 5307 Fiscal Year 2022 in the amount of $2,479,924 to assist with the Transit Department's operating cost. This Resolution also accepts any grant amendments and funds to increase the grant funding levels and reduce the local match requirements. (R-2024-29)

C-A-2 **Request that the City Council consider authorizing the City Manager to approve Amendment #4 to Via Mobility, LLC, RFP 21-008, to add additional Microtransit Zone creation in the amount of $5,000 for each request in the future, and to exercise the contracts additional one (1) year extension of the existing contract.**

C-A-3 **Request that the City Council consider authorizing the City Manager to execute an Agreement for Access across City-owned property located near 18030 County Road 2332 to Steven T. Chaney.**

C-A-4 **Request that the City Council consider authorizing the City Manager to purchase additional Pro License Bundles (with Application Programming Interface) through AXON Enterprise, Inc. to facilitate secure digital evidence transfers to the Smith County District Attorney's Office, at a total cost of $99,367.50 over the next four (4) years.**

C-A-5 **Request that the City Council consider authorizing the City Manager to sign a Pipeline Crossing Agreement with the Union Pacific Railroad (UPRR) Company for constructing a sanitary sewer pipeline within Union Pacific Railroad right-of-way and payment of the License Fee in the amount of $7,000.**

C-A-6 **Request that the City Council consider authorizing the City Manager to ratify approval of two Additional Services Request (ASR) Engineering Contracts, in amounts not to exceed $14,200 and $11,800 with Langan Engineering for the Consent Decree Group 4 Remedial Measures Implementation ASRs 1 & 2.**

C-A-7 **Request that the City Council consider authorizing the City Manager to approve a Reconciliation Change order in the amount of $213,358.05, approving final payment, and releasing retainage in the amount of $43,585.75 to Reynolds and Kay, LTD, for the 2023 Asphalt Enhancement Project**.

Motion by Councilmember McKellar to approve as presented; seconded by Mayor Pro Tem Hene; motion carried 7 - 0 & approved as presented.

CITY MANAGER'S REPORT

1. Update on the storm from last Monday night, both as far as what happened during the storm last Monday night and the kinds of recovery that continue.
2. Tom Trimble from Oncor gave an update on work being done during the storm and after the storm.

ADJOURNMENT

Motion by Councilmember McKellar to adjourn the meeting at 10:01 am; seconded by Councilmember McGee; motion carried 7 – 0 & meeting adjourned.

_____
DONALD P. WARREN, MAYOR OF THE CITY OF TYLER, TEXAS

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. A-1

Date: July 24, 2024

Subject: Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 75 years of service with the City of Tyler. Juan Landeros, Crew Leader, 35 years of service Robert Holcomb, Police Officer XI, 20 years of service Noe Balderas, Police Sergeant IV, 20 years of service

Item Reference:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 75 years of service with the City of Tyler.

Juan Landeros, Crew Leader, 35 years of service
Robert Holcomb, Police Officer XI, 20 years of service
Noe Balderas, Police Sergeant IV, 20 years of service

RECOMMENDATION:

Request that the City Council consider recognizing the following employees for their years of service and commitment to the City of Tyler. They represent 75 years of service with the City of Tyler.

Drafted/Recommended By:
Department Leader Regina Y. Moss, Director Organizational Development

Edited/Submitted By:
City Manager

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-1

Date: July 24, 2024

Subject: ZA24-001 UDC BIANNUAL REVIEW Request that the City Council consider approving an Ordinance amending the Unified Development Code in Tyler City Code Chapter 10 by amending the land use table related to miniature golf and driving ranges, amending regulations related to mobile food vendors, billboards, minimum off-street parking requirements and alcohol distance requirements in the DBAC zoning district and other clarifications.

Item Reference:

On April 23, 2008, the City Council adopted Ordinance No. 0-2008-48, which amended Tyler City Code Chapter 10 by adopting the Unified Development Code (UDC) governing zoning, subdivision, development and other land use regulations. The City committed to biannual reviews to ensure that the adopted code stays current with development practice.

The appointed UDC Steering Committee, chaired by Sam Mezayek, reconvened to review and recommend proposed changes to the Unified Development Ordinance.

Committee recommendation highlights:

* Update use table related to miniature golf and driving ranges.
* Streamline and clarify permit requirements for mobile food vendors.
* Remove off-street parking requirements for all uses in the 'DBAC', Downtown Business, Arts and Culture District.
* Exempt establishments selling alcoholic beverages with food from the 300 feet distance requirement in the 'DBAC',
Downtown Business, Arts and Culture District.
* Revise ETJ billboard regulations in response to Texas SB 2038.
* Other clarifications.

MINIATURE GOLF AND DRIVING RANGES

Staff was approached by a community organization seeking to establish a driving range on a property zoned 'PMXD-1'. The UDC currently does not allow a driving range in this zone, however with it being a mixed-use zone subject to planned development restrictions and conditions, staff identified that it may

be suitable for this use. Also, upon further review of the similar uses, it was identified that 'C-1' may be suitable for a miniature golf use provided that a Special Use Permit is granted to protect for potential compatibility issues with noise and proximity to other retail areas.

MOBILE FOOD VENDOR PERMITTING

Staff researched other municipalities and their permitting programs for Mobile Food Vendors. It was identified that most other cities require an annual permit for all allowable vending locations, whereas the UDC currently requires a permit for each location and only for a maximum of six months per permit. The proposal is to establish an annual permit for all permissible locations. This will also allow more oversight of the program when working with NET Health on their permitting process.

OFF-STREET PARKING REQUIREMENTS IN 'DBAC'

The proposal to remove off-street parking requirements in DBAC would be consistent with how commercial properties in DBAC currently do not require off-street parking. With new interest in downtown development and redevelopment, it has been identified that off-street parking requirements can burden redevelopment in terms of space and cost. Removing off-street parking requirements will be consistent with many Texas cities of comparable size that have already removed this requirement in their Central Business Districts.

Minimum off-street parking requirements are applied at the time of development or change in use of a property. Generally, for each type of use, there is a minimum ratio of parking spaces that need to be provided given the square footage of the building. For example, a restaurant requires one parking space for every 100 square feet of floor area, whereas a retail space requires one space for every 300 square feet of floor area. Cities around the country, including a few in Texas, are increasingly ending minimum off-street parking requirements city-wide and instead are allowing the market to determine the appropriate number of parking spaces to provide. This, in turn, can decrease the cost of new housing developments, which can encourage affordability, as well as a reduction of impervious land cover, which impacts stormwater runoff and the Urban Heat Island effect.

ALCOHOL DISTANCE REQUIREMENTS IN 'DBAC'

In 2012, alcohol distance requirements were established in the UDC to separate places selling alcohol from protected uses such as churches, hospitals, daycares and schools. The distance separation requirement is 300 feet and is measured in different manners depending on the protected use. Since this requirement was enacted, there have been variances granted for specific properties where it was determined that the distance requirement was not effective and/or did not meet its intended purpose. Two of these were located in the 'DBAC' zoning district which is the community's Central Business District. It is not uncommon from a historical perspective to have a wide range of uses in a downtown setting that include establishments selling alcohol for on-site consumption. The two that were granted were for restaurants that also sell food with a food and beverage certificate. In the interest of establishing 'DBAC' as a full-service, entertainment district, the proposal is to exempt establishments that also have a food and beverage certificate from the distance requirements in 'DBAC' zoning district.

BILLBOARD REGULATIONS IN ETJ

Effective September 1, 2023, SB 2038 allows property owners located within the Extraterritorial Jurisdiction (ETJ) of a municipality to petition for release from the ETJ. Municipalities do not have discretionary authority to deny these release petitions. As it pertains to billboards, the City has extended

regulation into the ETJ as a Certified City with TxDOT. As a result of the change in the law, Staff has received multiple petitions for release with the intent to remove the billboard regulation on their property. This creates an administrative burden on City Staff and also results in the loss of ETJ. The proposal is to no longer regulate billboards in the ETJ except those that are more than five miles from the Army Reserve Facility on State Highway 31 West as the new State Law would exempt these areas from being released from the ETJ. Billboards that are no longer under the jurisdiction of the City will be regulated and permitted by TxDOT.

The recommendations were presented to the UDC Review Committee on March 6, 2024, the Developerâ€™s Round Table on April 23, 2024 and the Mainstreet Board on June 27, 2024. All groups are in general agreement with the recommended changes.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the proposed amendments to the Unified Development Code.

Attachments:
Ordinance
UDC Amendment Matrix

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING CHAPTER 10, "TYLER UNIFIED DEVELOPMENT CODE", OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS, BY AMENDING THE LAND USE TABLE RELATED TO MINIATURE GOLF AND DRIVING RANGES, AMENDING REGULATIONS RELATED TO MOBILE FOOD VENDORS, MINIMUM OFF-STREET PARKING REQUIREMENTS AND ALCOHOL DISTANCE REQUIREMENTS IN THE DBAC ZONING DISTRICT; UPDATING AND CLARIFYING PROVISIONS RELATED TO REGULATION OF BILLBOARDS IN THE EXTRATERRIORIAL JURISDICTION; AND OTHER CLARIFICATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council to protect the public health, safety and welfare; and

WHEREAS, municipalities may, under their police powers, enact reasonable regulations to promote the health, safety and general welfare of citizens; and

WHEREAS, the City of Tyler is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article 11, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Texas Local Government Code Section 51.072(a) states that a home-rule municipality has full power of self-government; and

WHEREAS, Texas Local Government Code Section 51.072(b) provides that the grant of powers to a municipality under the Texas Local Government Code does not prevent by implication or otherwise, the municipality from exercising the authority incident to self-government; and

WHEREAS, Texas Local Government Code Section 51.001(1) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is for good government, peace, or order of the municipality; and

WHEREAS, Texas Local Government Code Section 51.001(2) provides that the governing body of a municipality may adopt, publish, amend, or repeal an ordinance, rule or police regulation that is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make any and all rules and regulations by ordinances and resolutions; and

WHEREAS, Section 1 of the Tyler City Charter provides that the City may license and regulate persons, corporations, and associations engaged in any business, occupation, profession or trade; and

WHEREAS, Section 1 of the Tyler City Charter states that the City may define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the City; and

WHEREAS, Section 1 of the Tyler City Charter states that the City of Tyler may make and enforce local police, sanitary, and other regulations, and may pass such ordinances as may be expedient for maintaining and promoting the peace, good government and welfare of the City, and for the performance of the functions thereof; and

WHEREAS, Section 1 of the Tyler City Charter provides that the City shall have all powers that now are, or hereafter may be granted to municipalities by the constitution or laws of Texas, and that all such powers, whether express or implied, shall be exercised and enforced, in the manner prescribed by the Charter, and when not prescribed by the Charter, in such manner as shall be provided by ordinances and resolutions of the City Council; and

WHEREAS, Section 2 of the Tyler City Charter states that the enumeration of particular powers by the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated in the Charter, the City shall have, and may exercise all other powers which, under the constitution and laws of Texas, it would be competent for the Charter specifically to enumerate; and

WHEREAS, Section 6 of the Tyler City Charter states that pursuant to the provisions of and subject only to the limitations imposed by State law and the Charter, all powers of the City shall be vested in an elective Council, which shall, among other duties, enact legislation; and

WHEREAS, the powers granted to municipalities under Texas Local Government Code Chapter 211, Subchapter A., are for the purpose of promoting the public health, safety, morals, and general welfare, as well as preserving places and areas of historical, cultural or architectural importance and significance; and

WHEREAS, Texas Local Government Code Section 211.003(a)(5) authorizes the governing body of a municipality to regulate the location and use of buildings, or structures, and land for business, industrial, residential, or other purposes; and

WHEREAS, Texas Local Government Code Section 211.006 requires that municipalities provide public notice of each public hearing regarding any proposed adoption of or change to a zoning regulation under which a current conforming use of a property is a nonconforming use if the regulation is adopted or changed; and

WHEREAS, Texas Local Government Code Section 211.007(a) authorizes a zoning commission to recommend boundaries for the original zoning districts, and appropriate regulations for each district; and

WHEREAS, Texas Local Government Code Section 212.002 states that after a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, Texas Local Government Code Section 212.003(a) provides that the governing body of a municipality by ordinance may extend to the extraterritorial jurisdiction of

the municipality the application of certain municipal ordinances adopted under Texas Local Government Code Section 212.002 and other municipal ordinances relating to access to public roads or the pumping, extraction and use of groundwater by persons other than retail public utilities, for the purpose of preventing the use or contact with groundwater that presents an actual or potential threat to human health; and

WHEREAS, Texas Transportation Code Section 311.001(a) provides that a home-rule municipality has exclusive control over and under the public highways, streets, and alleys of the municipality; and

WHEREAS, under Texas Transportation Code Section 311.004, home-rule municipalities have certain authority over sidewalks; and

WHEREAS, on April 23, 2008, the City Council adopted Ordinance No. 0-2008-48, which amended Tyler City Code Chapter 10 by adopting the Unified Development Code governing zoning, subdivision, development and other land use regulations; and

WHEREAS, the Unified Development Code in City Code Chapter 10 has been amended and updated from time to time; and

WHEREAS, on March 6, 2024, the Unified Development Code Review Committee reviewed these proposed amendments; and

WHEREAS, proper notice was provided to each owner of real or business personal property and their occupant where proposed nonconforming uses are located in accordance with Texas Local Government Code Section 211.006; and

WHEREAS, on June 4, 2024, the Planning and Zoning Commission reviewed these proposed amendments and voted to recommend approval to the City Council;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article III., "Use Regulations", Division A., "Use Table Overview", is hereby amended by amending the following portion of the Table in Section 10-49 to read as follows, with no other changes to the Table:

Sec. 10-49. Nonresidential District Use Table

USE GROUP Use Category *Use Sub-Category* Specific Uses	AG	AR	RPO	POD	C-1	C-2	DBAC	PMXD-1	PMXD-2	PCD	INT	M-1	M-2	MU	OSP	Use Standards
Sports and Recreation (Participant)																
Outdoor																
Golf Course, Miniature Golf, and Driving Range					S	S		P	P	~~S~~ P		S	S	X	S	

(Ord. No. 0-2011-45; 6/8/2011) (Ord. No. 0-2012-38, 4/25/12) (Ord. No. 0-2014-33; 4/23/14) (Ord. No. 0-2014-97; 10/22/14) (Ord. No. 0-2019-87; 10/8/19) (Ord. No. 0-2023-115; 12/13/23) (Ord. No. 0-2024- ; 6/26/24)

PART 2: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article III., "Use Regulations", Division C., "Limited and Specific Use Standards", is hereby amended by amending Section 10-76 to read as follows:

Sec. 10-76 Mobile Food Units and Food Truck Parks

a. No changes…
b. Required Permits and Inspections
    1. And 2. No changes…
    3. All Mobile Food Units on private property and City-owned property shall require a Transient Mobile Food Vendor Permit issued by the Planning Director, unless exempt as follows:
        a. Through d. No changes…
c. 1 through 7. No changes…
8. All Mobile Food Units operating under a Transient Mobile Food Vendor Permit, not within an approved Food Truck Park, shall provide documentation that the Unit's patrons and employees have access to permanent restroom facilities. (Ord. No. 0-2024- ; 6/26/24)

PART 3: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article III., "Use Regulations", Division H., "Alcoholic Beverages", is hereby amended by amending Section 10-96 to read as follows:

Sec. 10-96. Sale of alcoholic beverages near a church, school, public hospital, day care center or child-care facility; distance requirements

a. Churches and public hospitals
    1. No changes…
    2. No changes…
    3. Exceptions. The regulations in this subsection a. do not apply to a license or permit holder operating on a property zoned "DBAC" who also holds a food and beverage certificate covering a premise that is within 300 feet of a church or public hospital. (Ord. No. 0-2024- ; 6/26/24)

b. Public and private schools
    1. Through 4. No changes…
    5. Exceptions. Pursuant to State law, the regulations in this subsection b. do not apply to:
        a. ~~a~~ A license or permit holder who also holds a food and beverage certificate covering a premise that is within 300 feet of a private school. Pursuant to State law, this subsection b. does not apply to the holder of a license or permit covering a premise where minors are prohibited from entering under Texas Alcoholic Beverage Code Section 109.53 or successor, and that is located within 300 feet of a private school.
        b. A license or permit holder operating on a property zoned "DBAC" who also holds a food and beverage certificate covering a premise that is within 300 feet of a public or private school

c. Sales near day-care center or child-care facility

1. Through 6. No changes…
7. Exceptions. The regulations in this subsection a. do not apply to a license or permit holder operating on a property zoned "DBAC" who also holds a food and beverage certificate covering a premise that is within 300 feet of a day-care center or child-care facility (Ord. No. 0-2024- ; 6/26/24)

PART 4: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article IV., "Subdivision Design and Improvements", Division A., "Subdivisions", is hereby amended by amending Section 103 to read as follows:

a. Through c. No changes…

d. To calculate the demand created by a site, the peak hour traffic generated by the site is multiplied by the average trip length. According to the latest Tyler and Smith County Texas travel surveys, the average trip length for Tyler/Smith County is 6.1 miles. Many of Tyler's arterial roads are state highways which are maintained by TxDOT. For the proportionality calculation, only impacts to City maintained roads will be considered. To solely account for impacts to the City transportation network, the trip length has been reduced to 1.5 miles. The traffic generated by a site varies based on the use of the land. The peak hour traffic values for different uses are listed in the latest edition of the Trip Generation Manual published by the Institute of Transportation Engineers ~~Table 10-103b~~ (Ord. No. 0-2024- ; 6/26/24)

Remove table

~~Peak hour generators are based on values from Trip Generation, 7th Edition by the Institute of Transportation Engineers. Any land uses not identified in the table but listed in the appropriate Trip Generation manual may still be accepted. (Ord. No. 0-2013-77; 8/28/13)~~

PART 5: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article VI., "Development Standards", Division E., "Off-Street Parking and Loading", is hereby amended by amending the following portion of the Table in Section 10-360 to read as follows, with no other changes to the Table:

Use Category	Specific Use	General Requirement	Additional Requirement
Residential Uses			
Household Living			
~~Dwelling unit in DBAC~~		~~1/DU~~	~~Required off-street parking may be accomplished through the submittal of appropriate documentation demonstrating that the off-street parking is provided within the downtown area.~~

(Ord. No. 0-2024- ; 6/26/24)

PART 6: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article VI., "Development Standards", Division H., "Sign and Billboard Regulations", is hereby amended by amending Sections 10-400, 10-409 and 10-430 to read as follows:

Sec. 10-400. Purpose

The purpose of this section is to regulate signs and billboards in the City of Tyler ~~and its extraterritorial jurisdiction (ETJ)~~ according to the provisions of this chapter for the following purposes:

e. Through d. No changes…

e. Enhance the appearance of the city ~~and the ETJ~~ by avoiding clutter and by not interfering with scenic views or character of certain city areas; (Ord. No. 0-2024- ; 6/26/24)

Sec. 10-409. Sign Standards in Nonresidential Districts

Sign Type district/use	Max. Number	Max. Area (sq. ft.) or Max. Width (ft.)	Max. Height (feet)	Max. Projection or Min. Setback (ft)	Additional Requirements
BILLBOARDS					
In M-1, M-2 districts and ETJ	1 / lot within city limits, In ETJ, subject to spacing requirements.	672	35	See Sec. 10-430(b)	See Sec.10-430

(Ord. 0-2010-20, 3/10/10) (Ord. No. O-2010-119; 11/10/10) (Ord. No. 0-2011-45; 6/8/11) (Ord. No. 0-2012-83; 10/10/12) (Ord. No. 0-2013-41; 5/22/13) (Ord. No. 0-2015-67; 6/24/15) (Ord. No. O-2016-76, 8/24/16) (Ord. No. 0-2021-20; 3/24/21) (Ord. No. 0-2023-29; 4/26/23) (Ord. No. 0-2024- ; 6/26/24)

Sec. 10-430. Billboards

Billboards and similar outdoor advertising are allowed in M-1 and M-2 districts in the city and applicable commercial properties in the ETJ provided the billboard meets all federal, state, and city requirements. (Ord. No. 0-2014-33; 4/23/14) (Ord. No. 0-2024- ; 6/26/24)

a. General Requirements

All billboards located within the city limits and all billboards located within the extraterritorial jurisdiction that are within five miles of a military base at which an active training program is conducted must adhere to the following requirements. The city's regulations herein governing billboards in the extraterritorial jurisdiction hereby supersede the regulations imposed by or adopted under Chapter 394 of the Texas Transportation Code.

No other changes…

b. No changes…

c. Billboard Cap and Reduce

The number of billboards in the City and ETJ as applicable, is limited to the number of such signs in existence on April 24, 2008. To encourage the reduction of billboards, the owner of a sign that was lawfully erected in compliance with all standards then in effect or lawfully in place at the time it was annexed into the City, or that owner's designee, may be awarded credit for removing such sign. (Ord. No. 0-2014-97; 10/22/14) (Ord. No. 0-2024- ; 6/26/24)

1. Through 3. No changes…

4. Credit is received when a billboard owner or designee removes a sign located within the City of Tyler or applicable ETJ voluntarily, even if the reason is loss of the lease. No credit may be awarded for the removal of a billboard that was in violation of Federal, State, or City laws when erected. (Ord. No. 0-2024- ; 6/26/24)

PART 7: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article VI., "Development Standards", Division K., "Outdoor Sales, Storage, and Display", is hereby amended by amending Section 10-454 to read as follows:

Sec. 10-454. Outdoor Transient Vendors (including Mobile Food Vendors)

a. No changes…
b. General Requirements
    a. Outdoor transient vendor sales may only be allowed in C-2, DBAC, PCD, PMXD-1, PMXD-2, INT, M-1 and M-2 zoning districts. Mobile Food Units may obtain a transient mobile food vendor permit for a C-1 zoning district only if the property has received a special use permit to operate a Food Truck Park
    b. No changes…
    c. A maximum of two permits for no more than 30 consecutive days each per calendar year per lot/contiguous tract is allowed. Mobile Food Units shall be issued a Mobile Food Vendor Permit for a maximum period of one year from date of approval. ~~of two permits for no more than six consecutive months per calendar year per location.~~ (Ord. No. 0-2012-83; 10/10/12) (Ord. No. 0-2014-113; 12/10/14) (Ord. No. 0-2024- ; 6/26/24)

No other changes…

PART 8: That Tyler City Code Chapter 10, "Tyler Unified Development Code", Article X., Administration and Enforcement", Division B., "Fees", is hereby amended by amending the Table to include:

Application, Permit, Test, or Deposit	Fee
Mobile Food Vendor Permit	$300.00

(Ord. No. 0-2024- ; 6/26/24)

PART 9: That if any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 10: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be Friday, June 28th, 2024.

PASSED AND APPROVED this the 26th day of June, A.D., 2024.

DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

CASSANDRA BRAGER, CITY CLERK

DEBORAH G. PULLUM,
CITY ATTORNEY

UDC AMENDMENT RECOMMENDATIONS

UDC Review Committee recommendations highlighted in yellow

Section	Item Changed	How Changed		Whose Suggestion	Potential Effect
SUBSTANTIVE AMENDMENTS					
Article I Introductory Provisions					
Article II Zoning Districts					
Article III Use Regulations					
10-49	Nonresidential Use Table	Golf Course, Miniature Golf, and Driving Range: C-2, PCD, M-1, M-2, OSP: S MU: X	Golf Course, Miniature Golf, and Driving Range: C-1, C-2, ~~PCD~~, M-1, M-2, OSP: S PMXD-1, PMXD-2, PCD: S MU: X	Staff/Community	Establish appropriate locations
10-96	Sale of alcoholic beverages near a church, school, public hospital, day care center or child-care facility; distance requirements	a.Churches and public hospitals b.Public and private schools c.Sales near day-care center or child-care facility	a. 3.Exceptions. The regulations in this subsection a. do not apply to a license or permit holder operating on a property zoned "DBAC" who also holds a food and beverage certificate covering a premise that is within 300 feet of a church or public hospital. b. 5. b.A license or permit holder operating on a property zoned "DBAC" who also holds a food and beverage certificate covering a premise that is within 300 feet of a public or private school c. 7.Exceptions. The regulations in this subsection a. do not apply to a license or permit holder operating on a property zoned "DBAC" who also holds a food and beverage certificate covering a premise that is within 300 feet of a day-care center or child-care facility	Staff	Allow restaurants with alcohol in DBAC without need for a distance variance.
Article IV Subdivision Design and Improvements					
Article VI Development Standards					
10-360	Minimum Parking Table	Dwelling unit in DBAC 1/DU Required off-street parking may be accomplished through the submittal of appropriate documentation demonstrating that the off-street parking is provided within the downtown area.	~~Dwelling unit in DBAC~~ ~~1/DU~~ ~~Required off-street parking may be accomplished through the submittal of appropriate documentation demonstrating that the off-street parking is provided within the downtown area.~~	Staff	Remove off-street parking in DBAC
Article VII Environmental Regulations					
Article VIII Development Approval Procedures					
Article X Administration and Enforcement					
Article XI Historic Preservation					
Article XII Annexation					
Article XIII Definitions					

UDC AMENDMENT RECOMMENDATIONS

UDC Review Committee recommendations highlighted in yellow

Section	Item Changed	How Changed		Whose Suggestion	Potential Effect
		Old	New		
CLARIFICATION AMENDMENTS					
Article I Introductory Provisions					
Article II Zoning Districts					
Article III Use Regulations					
10-76	Mobile Food Units and Food Truck Parks	3. All Mobile Food Units on private property and City-owned property shall require a Transient Permit issued by the Planning Director, unless exempt as follows: 8. All Mobile Food Units operating under a Transient Vendor Permit, not within an approved Food Truck Park, shall provide documentation that the Unit's patrons and employees have access to permanent restroom facilities.	3. All Mobile Food Units on private property and City-owned property shall require a Transient Mobile Food Vendor Permit issued by the Planning Director, unless exempt as follows: 8. All Mobile Food Units operating under a Transient Mobile Food Vendor Permit, not within an approved Food Truck Park, shall provide documentation that the Unit's patrons and employees have access to permanent restroom facilities.	Staff	Streamline process
Article IV Subdivision Design and Improvements					

UDC AMENDMENT RECOMMENDATIONS

UDC Review Committee recommendations highlighted in yellow

Section	Item Changed	How Changed		Whose Suggestion	Potential Effect
		Old	New		
CLARIFICATION AMENDMENTS					
10-103	Demand Calculation	d.To calculate the demand created by a site, the peak hour traffic generated by the site is multiplied by the average trip length. According to the latest Tyler and Smith County Texas travel surveys, the average trip length for Tyler/Smith County is 6.1 miles. Many of Tyler's arterial roads are state highways which are maintained by TxDOT. For the proportionality calculation, only impacts to City maintained roads will be considered. To solely account for impacts to the City transportation network, the trip length has been reduced to 1.5 miles. The traffic generated by a site varies based on the use of the land. The peak hour traffic values for different uses are listed in Table 10-103b Peak hour generators are based on values from Trip Generation, 7th Edition by the Institute of Transportation Engineers. Any land uses not identified in the table but listed in the appropriate Trip Generation manual may still be accepted. (Ord. No. 0-2013-77; 8/28/13)	d.To calculate the demand created by a site, the peak hour traffic generated by the site is multiplied by the average trip length. According to the latest Tyler and Smith County Texas travel surveys, the average trip length for Tyler/Smith County is 6.1 miles. Many of Tyler's arterial roads are state highways which are maintained by TxDOT. For the proportionality calculation, only impacts to City maintained roads will be considered. To solely account for impacts to the City transportation network, the trip length has been reduced to 1.5 miles. The traffic generated by a site varies based on the use of the land. The peak hour traffic values for different uses are listed in the latest edition of the Trip Generation Manual published by the Institute of Transportation Engineers ~~Table 10-103b~~ ~~Peak hour generators are based on values from Trip Generation, 7th Edition by the Institute of Transportation Engineers. Any land uses not identified in the table but listed in the appropriate Trip Generation manual may still be accepted. (Ord. No. 0-2013-77; 8/28/13)~~	Staff	Use latest data
Article V Streets and Thoroughfares					
Article VI Development Standards					

UDC AMENDMENT RECOMMENDATIONS

UDC Review Committee recommendations highlighted in yellow

Section	Item Changed	How Changed		Whose Suggestion	Potential Effect
		Old	New		
CLARIFICATION AMENDMENTS					
10-400	Sign and Billboard Regulations	Sec. 10-400, 10-409, 10-430 Sec. 10-430 c.4. 4.Credit is received when a billboard owner or designee removes a sign, even if the reason is loss of the lease. No credit may be awarded for the removal of a billboard that was in violation of Federal, State, or City laws when erected.	Remove references to ETJ 4.Credit is received when a billboard owner or designee removes a sign located within the City of Tyler voluntarily, even if the reason is loss of the lease. No credit may be awarded for the removal of a billboard that was in violation of Federal, State, or City laws when erected.	Staff	Consistent with State Law directive
10-454	Outdoor Transient Vendors	Sec. 10-454. Outdoor Transient Vendors b.General Requirements a.Outdoor transient vendor sales may only be allowed in C-2, DBAC, PCD, PMXD-1, PMXD-2, INT, M-1 and M-2 zoning districts. Mobile Food Units may obtain a transient vendor permit for a C-1 zoning district only if the property has received a special use permit to operate a Food Truck Park b.No changes… c.A maximum of two permits for no more than 30 consecutive days each per calendar year per lot/contiguous tract is allowed. Mobile Food Units shall be issued a maximum of two permits for no more than six consecutive months per calendar year per location.	b.General Requirements a.Outdoor transient vendor sales may only be allowed in C-2, DBAC, PCD, PMXD-1, PMXD-2, INT, M-1 and M-2 zoning districts. Mobile Food Units may obtain a transient mobile food vendor permit for a C-1 zoning district only if the property has received a special use permit to operate a Food Truck Park b.No changes… c.A maximum of two permits for no more than 30 consecutive days each per calendar year per lot/contiguous tract is allowed. Mobile Food Units shall be issued a Mobile Food Vendor Permit for a maximum period of one year from date of approval. ~~of two permits for no more than six consecutive months per calendar year per location.~~	Staff	Streamline process
Article VII Environmental Regulations					
Article VIII Development Approval Procedures					
Article IX Permits and Fees					

UDC AMENDMENT RECOMMENDATIONS

UDC Review Committee recommendations highlighted in yellow

Section	Item Changed	How Changed		Whose Suggestion	Potential Effect
		Old	New		
CLARIFICATION AMENDMENTS					
10-776	Fees	TVP: $150 for Mobile Food Units (2x per year)	Add Mobile Food Vendor Permit: $300.00	Staff	Streamline process
Article X Administration and Enforcement					
Article XI Historic Preservation					
Article XII Annexation					
Article XIII Definitions					

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-2

Date: July 24, 2024

Subject: Z24-019 WINIFRED GOSSETT JOHNSON (A 2.49 ACRE PORTION OF 3498 FRANKSTON HIGHWAY) Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1A', Single-Family Residential District to 'C-1', Light Commercial District.

Item Reference:

The applicant is requesting the zone change to allow for light commercial uses on a 2.49 acre portion of Lot 45B of NCB 836-N, one lot containing approximately 12.88 acres of land located north of the northwest intersection of Goss Street and Old Noonday Road (a 2.49 acre portion of 3498 Frankston Highway).

According to the Unified Development Code (UDC), the 'C-1', Light Commercial District allows restaurants, private clubs, antique shops, banks, service stations, offices and retail stores without any outdoor display or storage of merchandise or goods. The maximum building height allowed within this district is two and one-half stories or 42 feet in height. The setback requirements are 10 feet in the front, 10 feet in the rear, zero feet on the interior side (10 feet if abuts a residential district) and 15 feet on the corner side. The minimum lot area is 7,000 square feet. Off-street parking is determined by the specific use proposed. Properties with a commercial designation are subject to UDC Development Standards such as landscaping and tree preservation, bufferyards, and sign regulations.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties are zoned 'R-1A', Single-Family Residential District and 'C-1', Light Commercial District and are developed with a commercial building, a church, and are undeveloped.

The request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as Mixed Use Center.

The applicant is planning to develop this portion of the property with an extension of the light commercial uses found on the west side of the property along Frankston Highway.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, July 19, 2024, of the six notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from "R-1A", Single-Family Residential District to "C-1", Light Commercial District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-1A", SINGLE-FAMILY RESIDENTIAL DISTRICT TO "C-1", LIGHT COMMERCIAL DISTRICT ON LOT 45B OF NCB 836-N, ONE LOT CONTAINING APPROXIMATELY 12.88 ACRES OF LAND LOCATED NORTH OF THE NORTHWEST INTERSECTION OF GOSS STREET AND OLD NOONDAY ROAD (A 2.49 ACRE PORTION OF 3498 FRANKSTON HIGHWAY); DIRECTING THE AMENDMENT OF THE ZONING MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-019

That the following described property, which has heretofore been zoned "R-1A", Single-Family Residential District, shall hereafter bear the zoning classification of "C-1", Light Commercial District, to wit:

> On Lot 45B of NCB 836-N, one lot containing approximately 12.88 acres of land located north of the northwest intersection of Goss Street and Old Noonday Road (a 2.49 acre portion of 3498 Frankston Highway).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

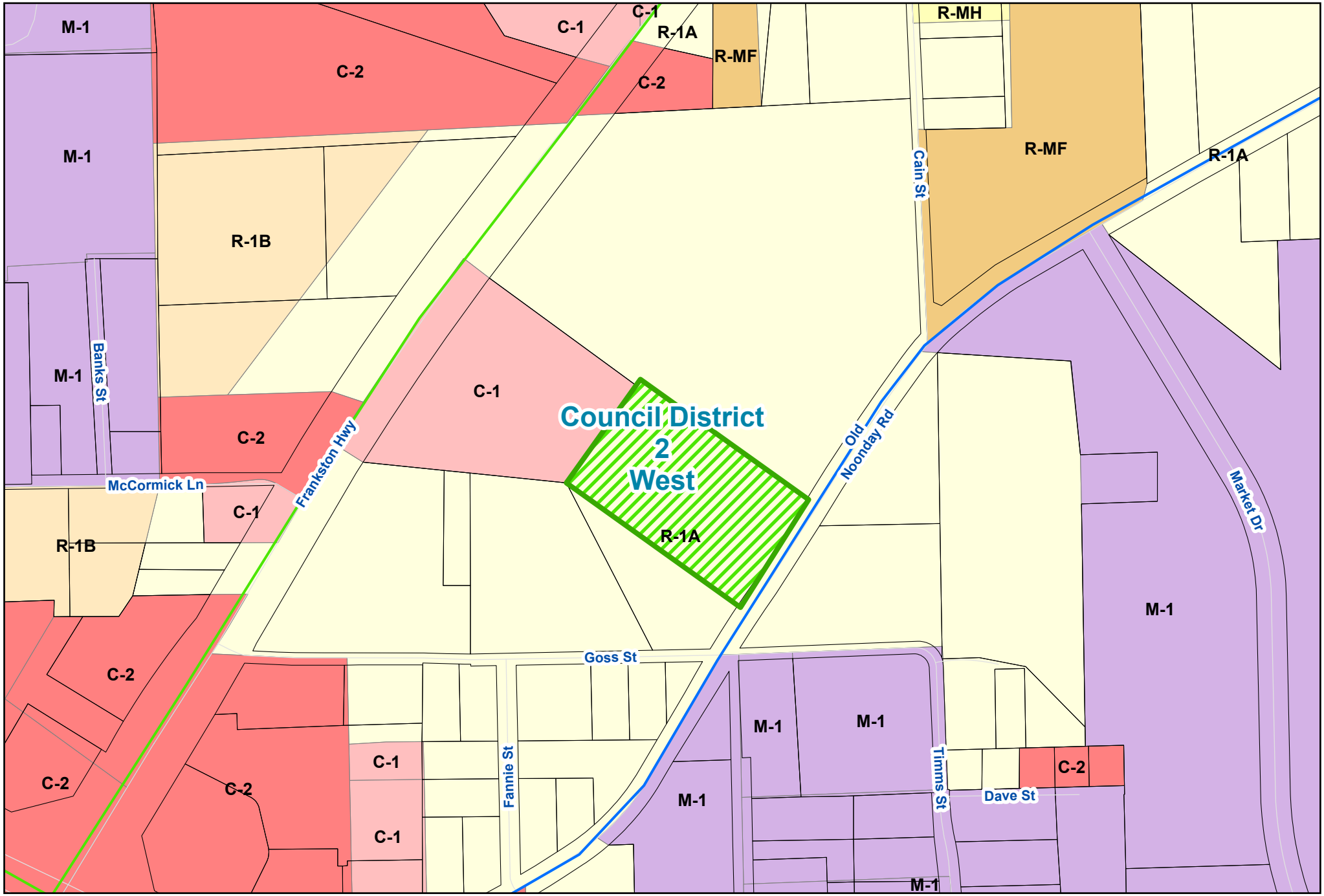
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 250 feet

ZONING CASE
Zoning Case #: Z24-019
Current Zoning: R-1A
Proposed Zoning: C-1
WINIFRED GOSSETT JOHNSON

Subject Property



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1 inch equals 250 feet

ZONING CASE
Zoning Case #: Z24-019
Current Zoning: R-1A
Proposed Zoning: C-1
WINIFRED GOSSETT JOHNSON

Subject Property



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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-019
Current Zoning: R-1A
Proposed Zoning: C-1
WINIFRED GOSSETT JOHNSON

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-3

Date: July 24, 2024

Subject: PD24-012 TRULIFE OAK SUBDIVISION (2850 CROW ROAD) Request that the City Council consider adoption of an Ordinance approving a 'PMF', Planned Multi-Family District final site plan amendment.

Item Reference:

The applicant is requesting the site plan amendment to reduce the number of units and change the configuration of the site on Tract 19C of ABST A0624 M UNIVERSITY, one Tract containing approximately 29.22 acres of land located at the southwest intersection of Oak Hill Boulevard and Crow Road (2850 Crow Road).

According to the Unified Development Code (UDC), the 'PMF', Planned Multi-Family District is primarily intended to implement the Tyler 1st Comprehensive Plan by providing for the medium to high density development of condominiums, apartments, and nursing homes. A PMF development may include common open spaces, scenic and recreational areas. All developments created in a PMF district must be designed and developed in accordance with an approved site development plan and submitted for approval to the Planning Commission and City Council.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:

a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced

community;
b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;
c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways;
d. The provisions of cultural or recreational facilities for all segments of the community;
e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the east, south, and west are zoned 'AG', Agricultural District and are undeveloped. The adjacent properties to the north are in 'Zone 2' of the City of Tyler ETJ and are generally undeveloped or developed with single-family homes.

The request is consistent with the adopted Tyler 1st Future Land Use Guide which identifies this property as Single-Family and Single-Family Attached.

In 2023 this property was rezoned from 'AG', Agricultural District to 'PMF', Planned Multi-Family Residential District. The approved site plan allowed for a one-story, 310-unit gated multi-family development ranging from one to three-bedroom units with a density of 10.57 units per acre. The proposed amendment to this site plan reduces the number of units to 250 and generally follows the same layout and type of housing as what was originally approved.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. The applicant was present to discuss the project and answer any questions. There was no significant discussion.

As of Friday, July 19, 2024, of the seven notices mailed, one notice was returned in favor and no notices were returned in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the 'PMF', Planned Multi-Family District final site plan amendment.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY AMENDING THE "PMF", PLANNED MULTI-FAMILY DISTRICT FINAL SITE PLAN ON TRACT 19C OF ABST A0624 M UNIVERSITY, ONE TRACT CONTAINING APPROXIMATELY 29.22 ACRES OF LAND LOCATED AT THE SOUTHWEST INTERSECTION OF OAK HILL BOULEVARD AND CROW ROAD (2850 CROW ROAD); DIRECTING THE AMENDMENT OF THE ZONING MAP; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION PD24-012

That the existing site development plan is hereby amended by approving the final site plan attached hereto as Exhibit "A" on the following described property zoned "PMF", Planned Multi-Family District, to wit:

On Tract 19C of ABST A0624 M UNIVERSITY, one Tract containing approximately 29.22 acres of land located at the southwest intersection of Oak Hill Boulevard and Crow Road (2850 Crow Road).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause, or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided

by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be July 26th, 2024.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

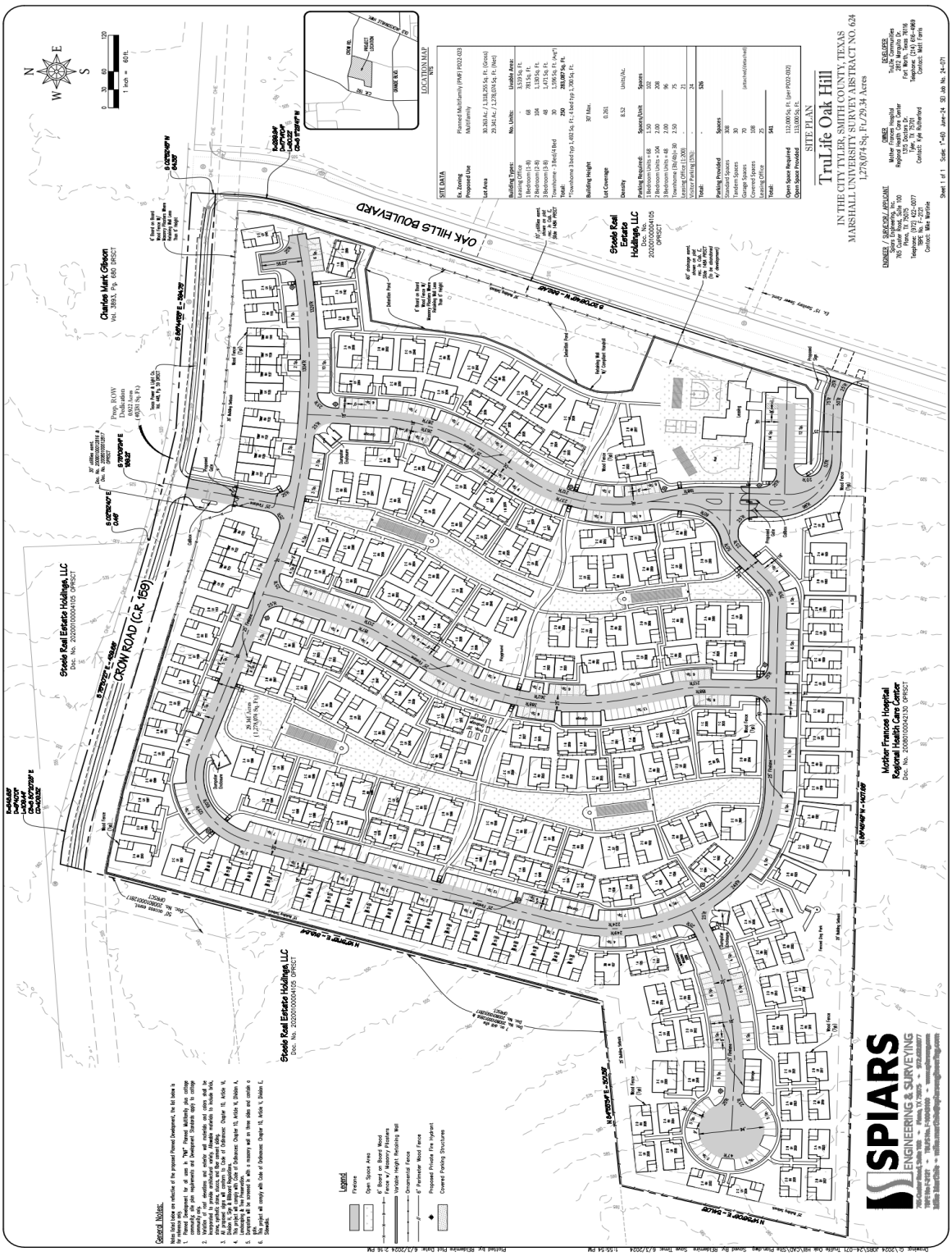
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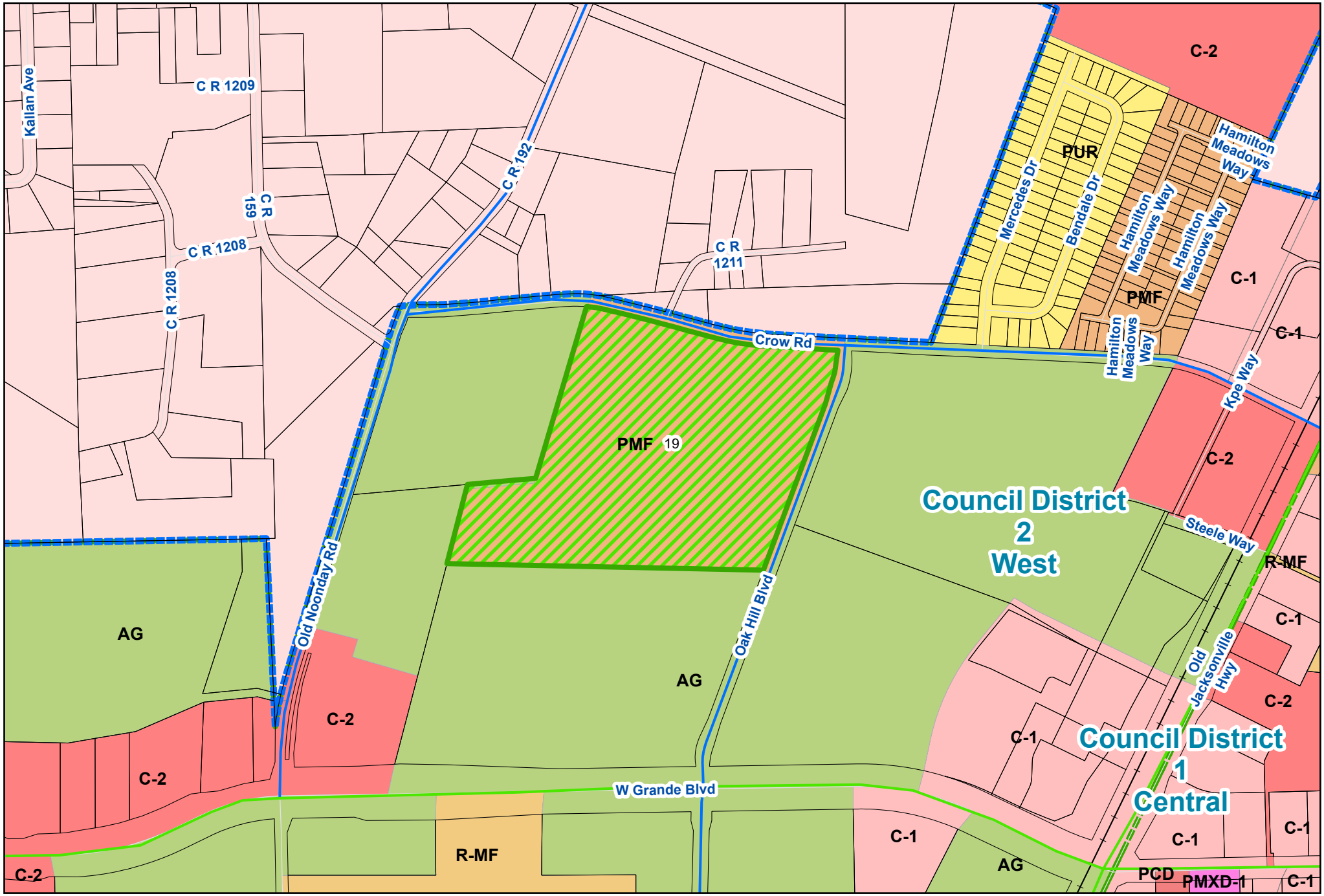
_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2024-
EXHIBIT "A"
FINAL SITE PLAN



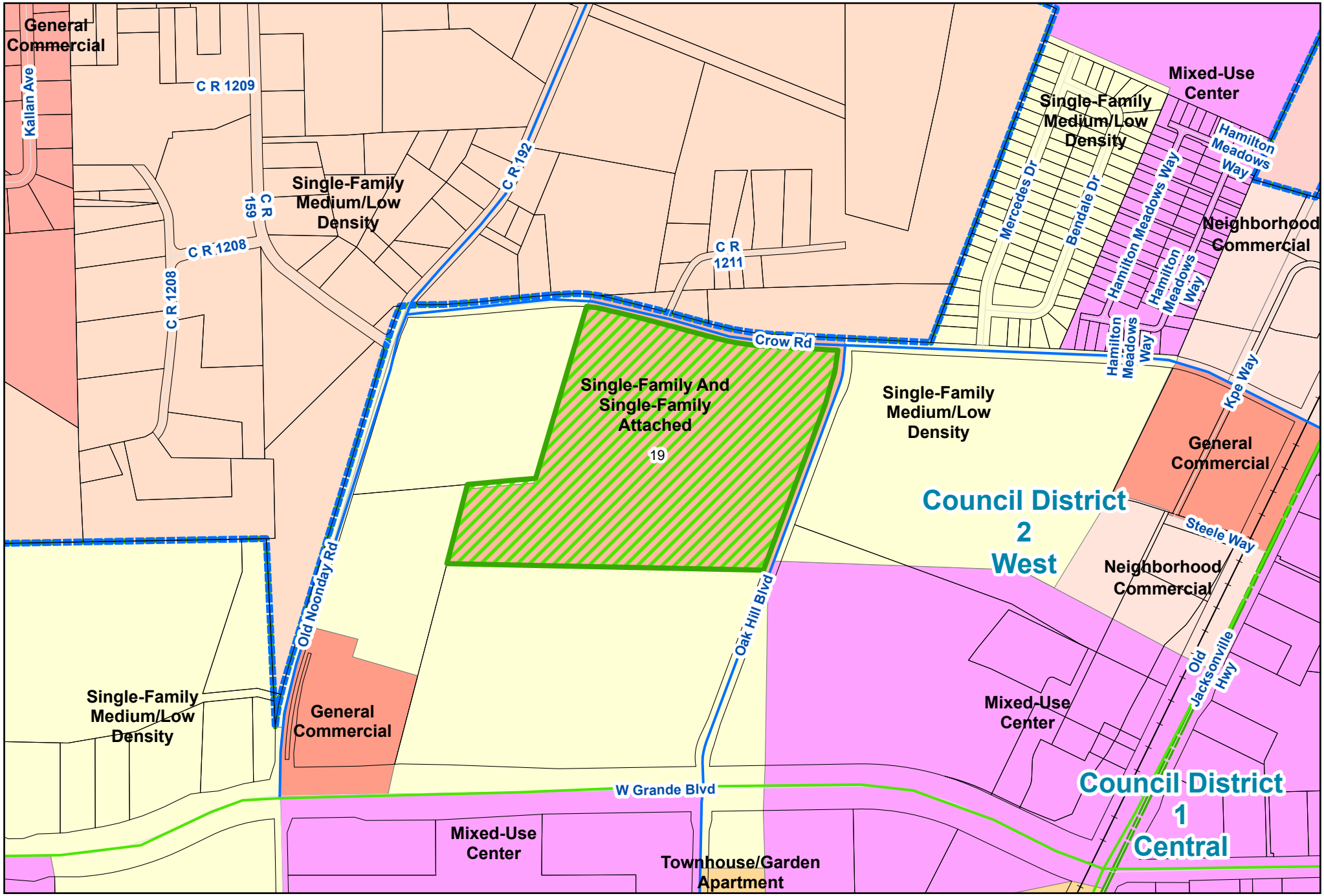


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1 inch equals 550 feet

ZONING CASE
Zoning Case #: PD24-012
Current Zoning: PMF
Proposed Zoning: SITE PLAN AMENDMENT
TRULIFE OAK SUBDIVISION

Subject Property
City Limits
Council District Boundary



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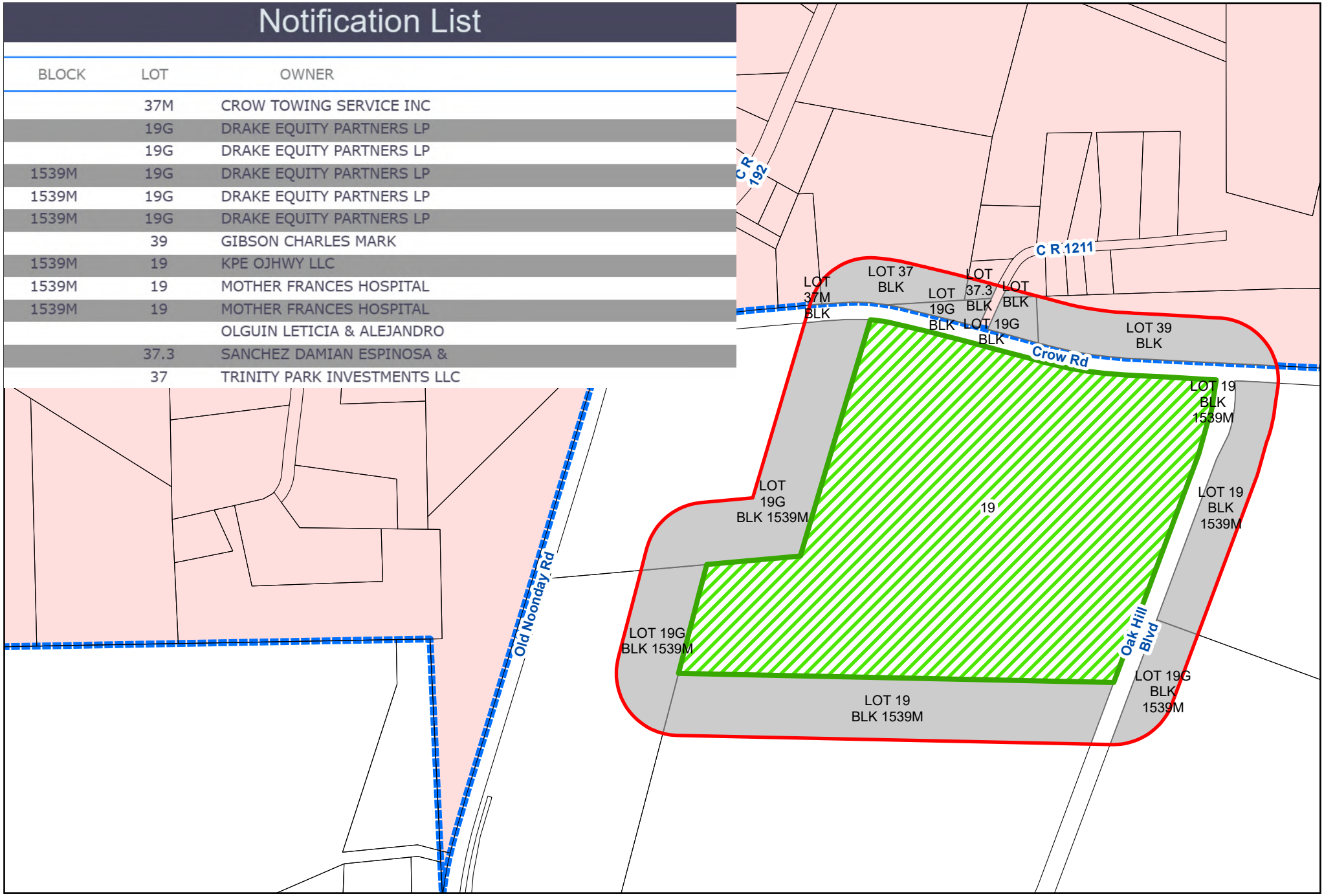
1 inch equals 550 feet

ZONING CASE
Zoning Case #: PD24-012
Current Zoning: PMF
Proposed Zoning: SITE PLAN AMENDMENT
TRULIFE OAK SUBDIVISION

Subject Property
City Limits
Council District Boundary

Notification List

BLOCK	LOT	OWNER
	37M	CROW TOWING SERVICE INC
	19G	DRAKE EQUITY PARTNERS LP
	19G	DRAKE EQUITY PARTNERS LP
1539M	19G	DRAKE EQUITY PARTNERS LP
1539M	19G	DRAKE EQUITY PARTNERS LP
1539M	19G	DRAKE EQUITY PARTNERS LP
	39	GIBSON CHARLES MARK
1539M	19	KPE OJHWY LLC
1539M	19	MOTHER FRANCES HOSPITAL
1539M	19	MOTHER FRANCES HOSPITAL
		OLGUIN LETICIA & ALEJANDRO
	37.3	SANCHEZ DAMIAN ESPINOSA &
	37	TRINITY PARK INVESTMENTS LLC



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1 inch equals 400 feet

ZONING CASE
Zoning Case #: PD24-012
Current Zoning: PMF
Proposed Zoning: SITE PLAN AMENDMENT
TRULIFE OAK SUBDIVISION

Subject Property
200' Mailed Notification Area
City Limits

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-4

Date: July 24, 2024

Subject: Z24-022 NATURON PROPERTIES, LLC (2255 HAVERHILL DRIVE AND 2221 DANLEY AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1A', Single-Family Residential District to 'R-MF', Multi-Family Residential District.

Item Reference:

The applicant is requesting the zone change to develop multi-family units on Tracts 2.4 and 2.5 of ABST A0888 M SPELL, two tracts containing approximately 2.89 acres of land located south of the southwest intersection of County Road 219 and Haverhill Drive (2255 Haverhill Drive and 2221 Danley Avenue).

According to the Unified Development Code (UDC), the 'R-MF', Multi-Family Residential District is primarily intended to accommodate multi-family development at a maximum density of 24 dwelling units per acre. In addition, the district allows churches, group living facilities, schools, and accessory buildings and uses. The maximum building height is 50 feet; however, the building height is allowed to exceed stated maximum height if front, rear and side setback are increased at least one foot for each foot of additional building height. Setback requirements are 25 feet in the front, rear, and interior side and 12 on the corner side. Minimum lot size is 12,500 square feet.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north are zoned 'R-MF', Multi-Family Residential District and 'R-1B', Single-Family Residential District and are undeveloped. The adjacent properties to the east, south, and west are zoned 'R-1A', Single-Family Residential District, 'R-1B', Single-Family Residential District, 'R-2', Two-Family Residential District, and 'R-MF', Multi-Family Residential District and are developed with a mix of single-family and multi-family dwelling units.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Single-Family Medium/Low Density. This request would amend the FLUG to Multi-Family.

The applicant plans to develop the property with a higher density of homes similar to their future development directly north of this property. This request would allow for a use that is consistent with the rest of the area. The University Woods Area Development Plan (ADP) identifies this area as being recommended for residential development. Some recommendations from the University Woods ADP are to promote single-family infill projects, provide new student housing opportunities, and create additional housing development in the UT Tyler area. This zone change request would help achieve these objectives.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. A representative for the applicant was present to answer questions. There was no significant discussion.

As of Friday, July 19, 2024, of the 30 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate a positive impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'R-1A', Single-Family Residential District to 'R-MF', Multi-Family Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-1A", SINGLE-FAMILY RESIDENTIAL DISTRICT TO "R-MF", MULTI-FAMILY RESIDENTIAL DISTRICT ON TRACTS 2.4 AND 2.5 OF ABST A0888 M SPELL, TWO TRACTS CONTAINING APPROXIMATELY 2.89 ACRES OF LAND LOCATED SOUTH OF THE SOUTHWEST INTERSECTION OF COUNTY ROAD 219 AND HAVERHILL DRIVE (2255 HAVERHILL DRIVE AND 2221 DANLEY AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-022

That the following described property, which has heretofore been zoned from "R-1A", Single-Family Residential District, shall hereafter bear the zoning classification of "R-MF", Multi-Family Residential District, to wit:

> On Tracts 2.4 and 2.5 of ABST A0888 M SPELL, two tracts containing approximately 2.89 acres of land located south of the southwest intersection of County Road 219 and Haverhill Drive (2255 Haverhill Drive and 2221 Danley Avenue).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

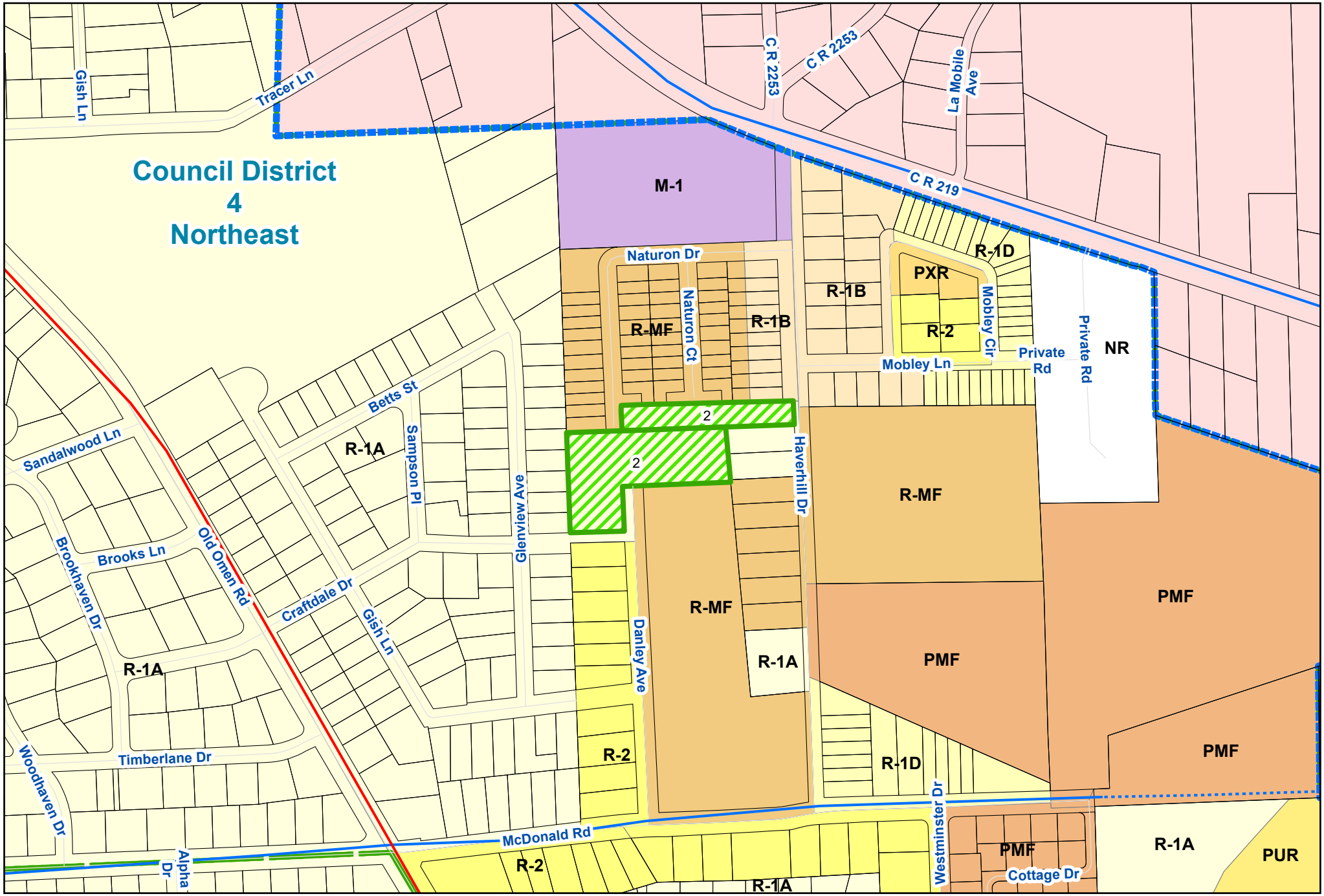
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

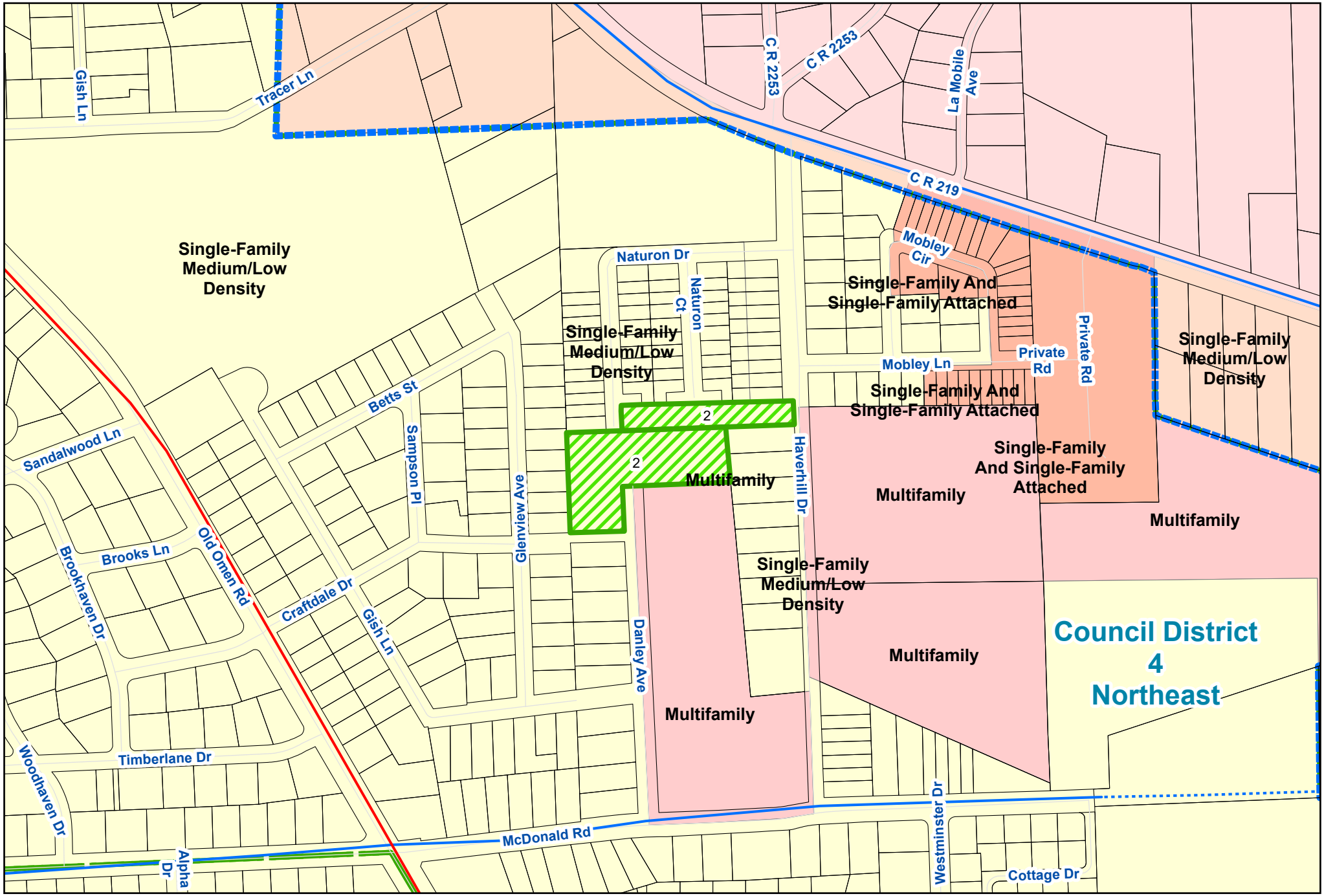


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1 inch equals 360 feet

ZONING CASE
Zoning Case #: Z24-022
Current Zoning: R-1A
Proposed Zoning: R-MF
NATURON PROPERTIES, LLC

Subject Property
Council District Boundary



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1 inch equals 360 feet

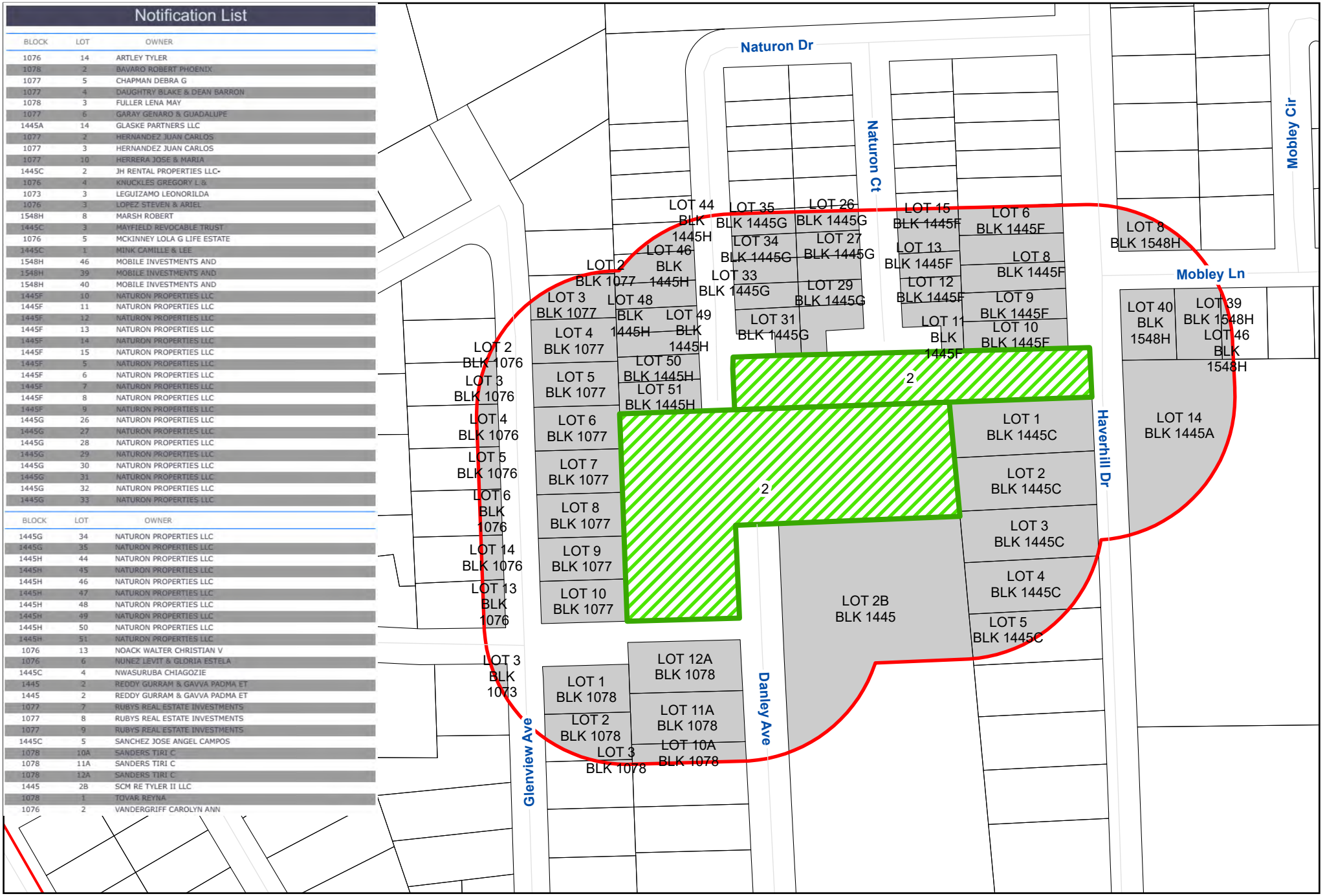
ZONING CASE
Zoning Case #: Z24-022
Current Zoning: R-1A
Proposed Zoning: R-MF
NATURON PROPERTIES, LLC

Subject Property
Council District Boundary

Notification List

BLOCK	LOT	OWNER
1076	14	ARTLEY TYLER
1078	2	BAVARO ROBERT PHOENIX
1077	5	CHAPMAN DEBRA G
1077	4	DAUGHTRY BLAKE & DEAN BARRON
1078	3	FULLER LENA MAY
1077	6	GARAY GENARO & GUADALUPE
1445A	14	GLASKE PARTNERS LLC
1077	2	HERNANDEZ JUAN CARLOS
1077	3	HERNANDEZ JUAN CARLOS
1077	10	HERRERA JOSE & MARIA
1445C	2	JH RENTAL PROPERTIES LLC-
1076	4	KNUCKLES GREGORY L &
1073	3	LEGUIZAMO LEONORILDA
1076	3	LOPEZ STEVEN & ARIEL
1548H	8	MARSH ROBERT
1445C	3	MAYFIELD REVOCABLE TRUST
1076	5	MCKINNEY LOLA G LIFE ESTATE
1445C	1	MINK CAMILLE & LEE
1548H	46	MOBILE INVESTMENTS AND
1548H	39	MOBILE INVESTMENTS AND
1548H	40	MOBILE INVESTMENTS AND
1445F	10	NATURON PROPERTIES LLC
1445F	11	NATURON PROPERTIES LLC
1445F	12	NATURON PROPERTIES LLC
1445F	13	NATURON PROPERTIES LLC
1445F	14	NATURON PROPERTIES LLC
1445F	15	NATURON PROPERTIES LLC
1445F	5	NATURON PROPERTIES LLC
1445F	6	NATURON PROPERTIES LLC
1445F	7	NATURON PROPERTIES LLC
1445F	8	NATURON PROPERTIES LLC
1445F	9	NATURON PROPERTIES LLC
1445G	26	NATURON PROPERTIES LLC
1445G	27	NATURON PROPERTIES LLC
1445G	28	NATURON PROPERTIES LLC
1445G	29	NATURON PROPERTIES LLC
1445G	30	NATURON PROPERTIES LLC
1445G	31	NATURON PROPERTIES LLC
1445G	32	NATURON PROPERTIES LLC
1445G	33	NATURON PROPERTIES LLC

BLOCK	LOT	OWNER
1445G	34	NATURON PROPERTIES LLC
1445G	35	NATURON PROPERTIES LLC
1445H	44	NATURON PROPERTIES LLC
1445H	45	NATURON PROPERTIES LLC
1445H	46	NATURON PROPERTIES LLC
1445H	47	NATURON PROPERTIES LLC
1445H	48	NATURON PROPERTIES LLC
1445H	49	NATURON PROPERTIES LLC
1445H	50	NATURON PROPERTIES LLC
1445H	51	NATURON PROPERTIES LLC
1076	13	NOACK WALTER CHRISTIAN V
1076	6	NUNEZ LEVIT & GLORIA ESTELA
1445C	4	NWASURUBA CHIAGOZIE
1445	2	REDDY GURRAM & GAVVA PADMA ET
1445	2	REDDY GURRAM & GAVVA PADMA ET
1077	7	RUBYS REAL ESTATE INVESTMENTS
1077	8	RUBYS REAL ESTATE INVESTMENTS
1077	9	RUBYS REAL ESTATE INVESTMENTS
1445C	5	SANCHEZ JOSE ANGEL CAMPOS
1078	10A	SANDERS TIRI C
1078	11A	SANDERS TIRI C
1078	12A	SANDERS TIRI C
1445	2B	SCM RE TYLER II LLC
1078	1	TOVAR REYNA
1076	2	VANDERGRIFF CAROLYN ANN



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1 inch equals 174 feet

ZONING CASE
Zoning Case #: Z24-022
Current Zoning: R-1A
Proposed Zoning: R-MF
NATURON PROPERTIES, LLC

Subject Property
200' Mailed Notification Ar

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-5

Date: July 24, 2024

Subject: Z24-023 HAZARI AND SONS, LLC (3180 WEST NORTHWEST LOOP 323) Request that the City Council consider adoption of an Ordinance approving a zone change from 'C-2', General Commercial District to 'M-1', Light Industrial District.

Item Reference:

The applicant is requesting the zone change to build a warehouse on Lot 13-E of NCB 1238, one lot containing approximately 1.01 acres of land located west of the southwest intersection of Beth Marie Lane and West Northwest Loop 323 (3180 West Northwest Loop 323).

According to the Unified Development Code (UDC), the 'M-1', Light Industrial District is primarily intended to provide for the location and development of low impact industries and supporting commercial and public uses that generate relatively low levels of noise, smoke, odor, dust or intense light. These industrial and manufacturing uses may require accessibility to air, rail or street transportation routes. The minimum lot area is 15,000 square feet. The maximum building height allowed is 45 feet plus one additional foot for every one extra foot setback. Setback requirements are 25 feet in the front and rear. The side yard setback is zero except that the setback shall be 25 feet when the property abuts a residential district. Properties with an industrial designation are subject to UDC Development Standards such as landscaping and tree preservation, bufferyards, and sign regulations.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

The adjacent properties are zoned 'C-1', Light Commercial District, 'C-2', General Commercial District, 'PCD', Planned Commercial District, and 'M-1', Light Industrial District and are generally developed

with commercial and industrial uses.

This request is consistent with the Future Land Use Guide which identifies this property as High-Density Mixed Use.

The applicant is proposing to develop the property with a warehouse. Industrial uses are common in this area and are expected along a major road such as Loop 323. The proposed use would be in character with the surrounding area.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, July 19, 2024, of the 14 notices mailed, none were returned in favor or in opposition to the request.

All other departments have reviewed the application and do not anticipate any significant impact on services or facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'C-2', General Commercial District to 'M-1', Light Industrial District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "C-2", GENERAL COMMERCIAL DISTRICT TO "M-1", LIGHT INDUSTRIAL DISTRICT ON LOT 13-E OF NCB 1238, ONE LOT CONTAINING APPROXIMATELY 1.01 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST INTERSECTION OF BETH MARIE LANE AND WEST NORTHWEST LOOP 323 (3180 WEST NORTHWEST LOOP 323); DIRECTING THE AMENDMENT OF THE ZONING MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-023

That the following described property, which has heretofore been zoned "C-2", General Commercial District, shall hereafter bear the zoning classification of "M-1", Light Industrial District, to wit:

> On Lot 13-E of NCB 1238, one lot containing approximately 1.01 acres of land located west of the southwest intersection of Beth Marie Lane and West Northwest Loop 323 (3180 West Northwest Loop 323).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

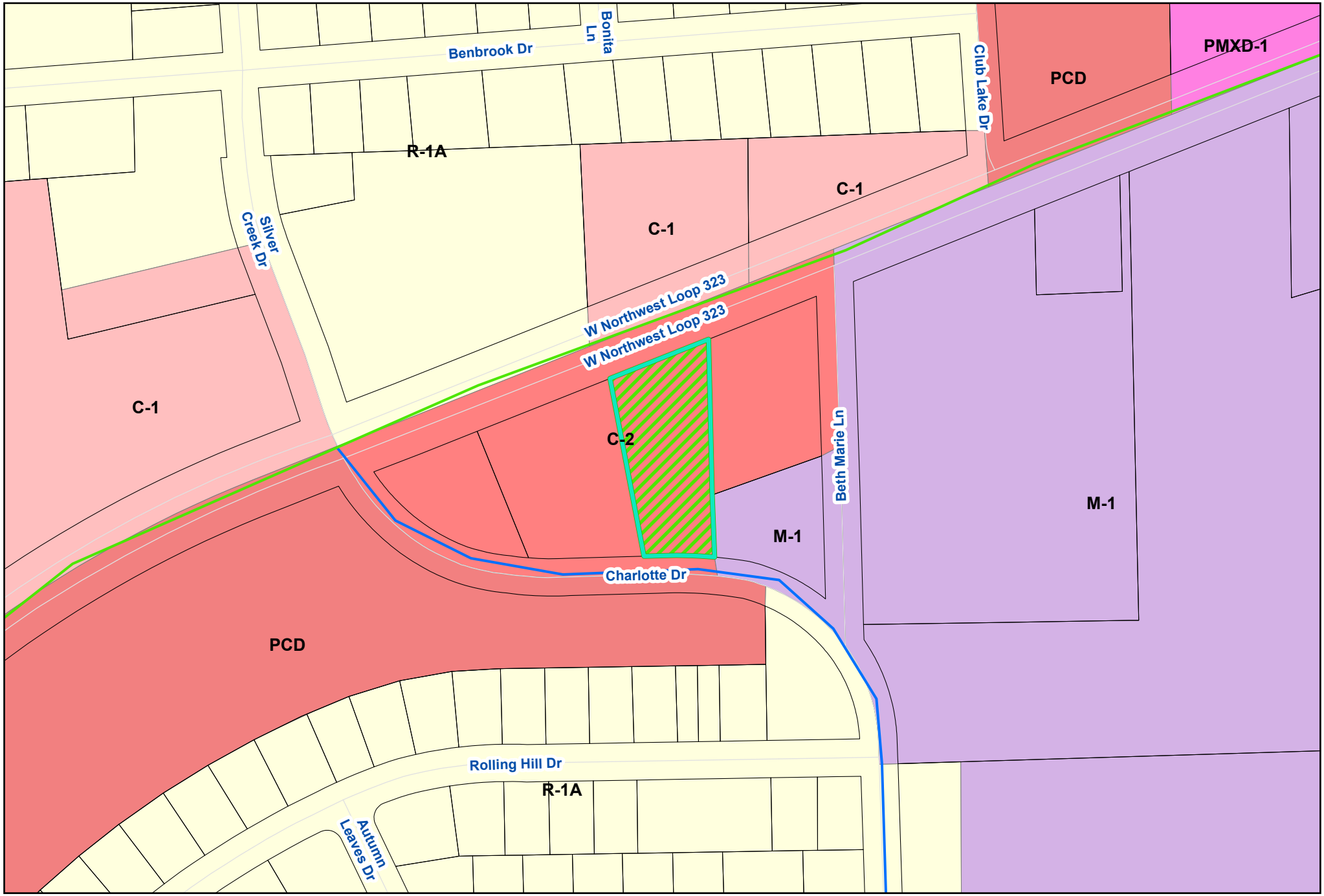
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



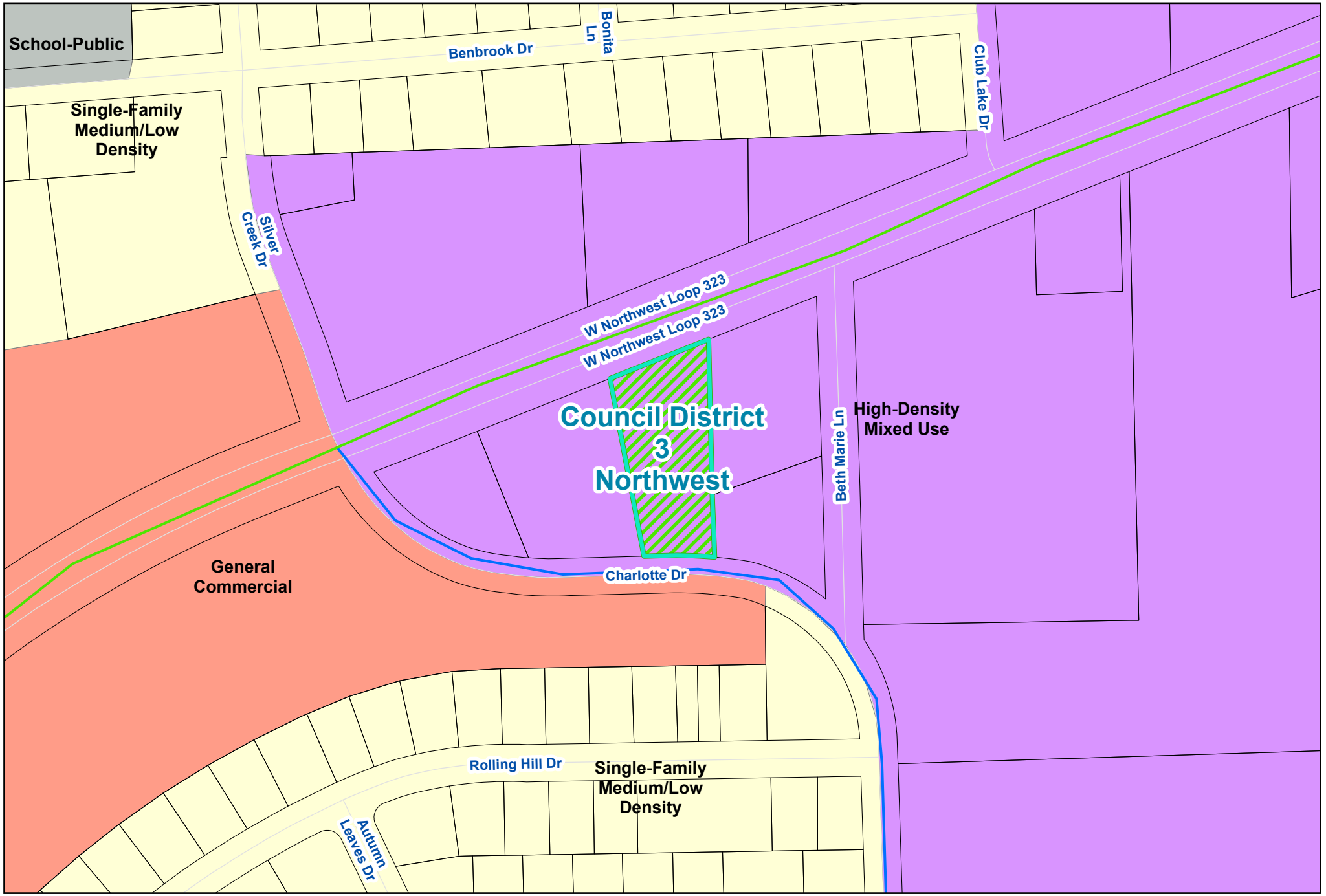
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1 inch equals 199 feet

ZONING CASE
Zoning Case #: Z24-023
Current Zoning: C-2
Proposed Zoning: M-1
HAZARI AND SONS, LLC

Subject Property

Council District Boundary

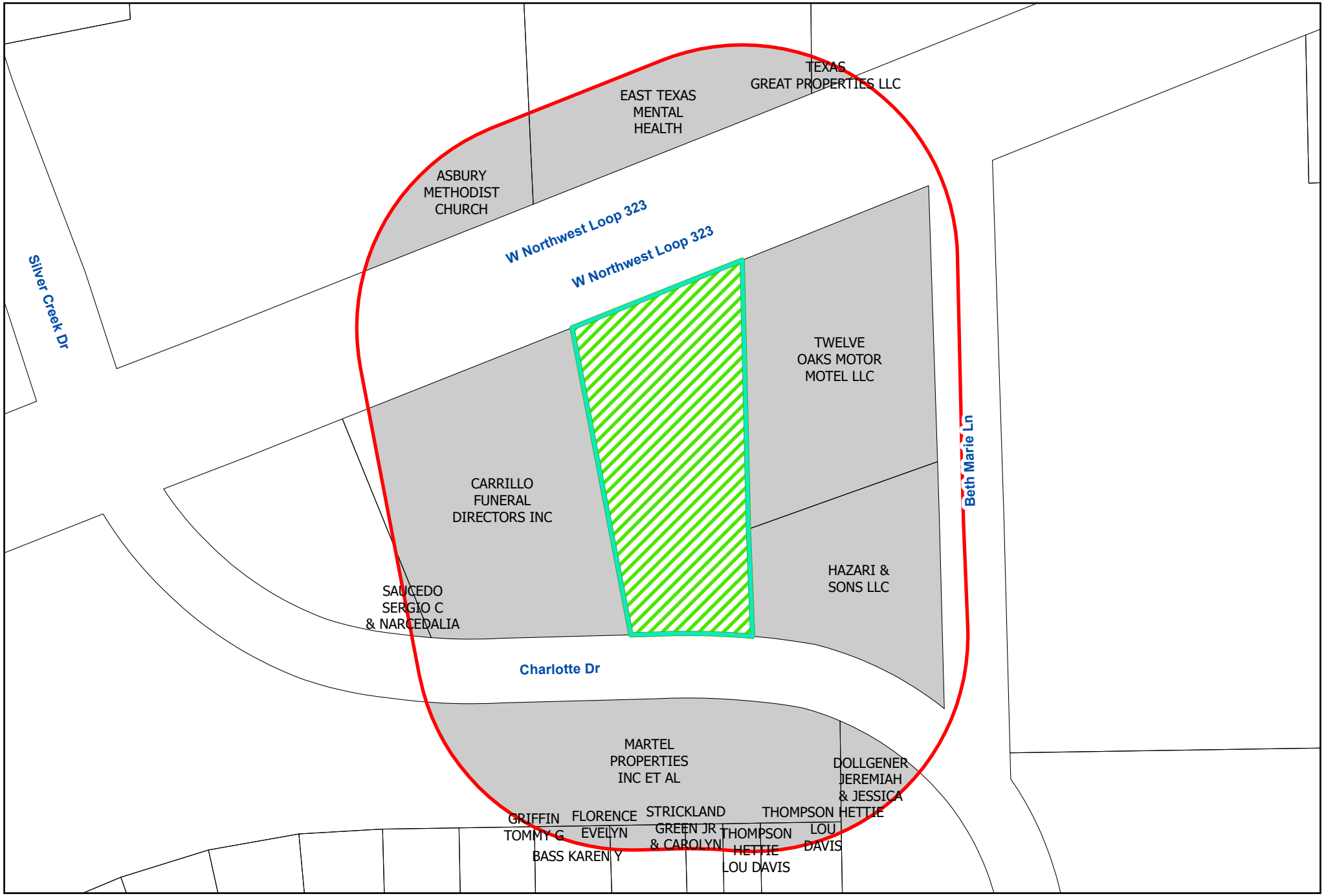


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1 inch equals 199 feet

ZONING CASE
Zoning Case #: Z24-023
Current Zoning: C-2
Proposed Zoning: M-1
HAZARI AND SONS, LLC

Subject Property
Council District Boundary



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

1 inch equals 115 feet

ZONING CASE
Zoning Case #: Z24-023
Current Zoning: C-2
Proposed Zoning: M-1
HAZARI AND SONS, LLC

Subject Property
200' Mailed Notification Ar

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-6

Date: July 24, 2024

Subject: Z24-014 IGNACIO CUEVAS (429 SOUTH SPRING AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from 'RPO', Restricted Professional Office District to 'AR', Adaptive Reuse District.

Item Reference:

The applicant is requesting the zone change to bring the property into conformance, on Lot 63 of NCB 78-A, one lot containing approximately 0.14 acres of land located south of the southwest intersection of East Front Street and South Spring Avenue (429 South Spring Avenue).

According to the Unified Development Code (UDC), the 'AR', Adaptive Reuse District is primarily intended to provide for the rehabilitation and reuse of residential buildings for low-intensity commercial or office activities without detracting from the essential residential character of the area, nor allowing the proliferation of intense commercial uses. The minimum lot area is 7,000 square feet. The maximum height is 42 feet or two and one half stories. Setback requirements are 25 feet in the front and rear and the interior side yard setback is six feet, and the corner side yard is 12 feet.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north, east and south are zoned 'RPO', Restricted Professional Office District and consist of a mixture of single-family homes and office buildings. The adjacent property to

the west is zoned 'C-2', General Commercial District and is developed with multi-family units.

The Tyler 1st Future Land Use Guide identifies this property as Neighborhood Commercial. This request would amend the Future Land Use Guide to Single-Family Medium/Low Density.

The applicant is requesting the zone change to bring the property into conformance and redevelop an accessory structure located on the rear of the property into an accessory dwelling unit. This area was rezoned to 'RPO' to facilitate neighborhood commercial development. Several properties along South Spring Avenue have redeveloped the previously existing homes into office spaces while some have remained as residential units. The 'AR', Adaptive Reuse zoning designation may be a more appropriate zoning for this property based on the commercial and residential aspects of the area. The 'AR' zoning would also allow the applicant to bring the property into conformance.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. The applicant was present to answer any questions. There was no significant discussion.

As of Friday, July 19, 2024, of the 22 notices mailed, no notices were returned in favor and one notice was returned in opposition to the request with a total protest calculation of 6.37 percent. The opposition did not state a reason for the protest.

All other departments have reviewed the application and anticipate no impact on services or facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'RPO', Restricted Professional Office District to 'AR', Adaptive Reuse District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Protest Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "RPO", RESTRICTED PROFESSIONAL OFFICE DISTRICT TO "AR", ADAPTIVE REUSE DISTRICT ON LOT 63 OF NCB 78-A, ONE LOT CONTAINING APPROXIMATELY 0.14 ACRES OF LAND LOCATED SOUTH OF THE SOUTHWEST INTERSECTION OF EAST FRONT STREET AND SOUTH SPRING AVENUE (429 SOUTH SPRING AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-014

That the following described property, which has heretofore been zoned from "RPO", Restricted Professional Office District, shall hereafter bear the zoning classification of "AR", Adaptive Reuse District, to wit:

> On Lot 63 of NCB 78-A, one lot containing approximately 0.14 acres of land located south of the southwest intersection of East Front Street and South Spring Avenue (429 South Spring Avenue).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Single-Family Medium/Low Density.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

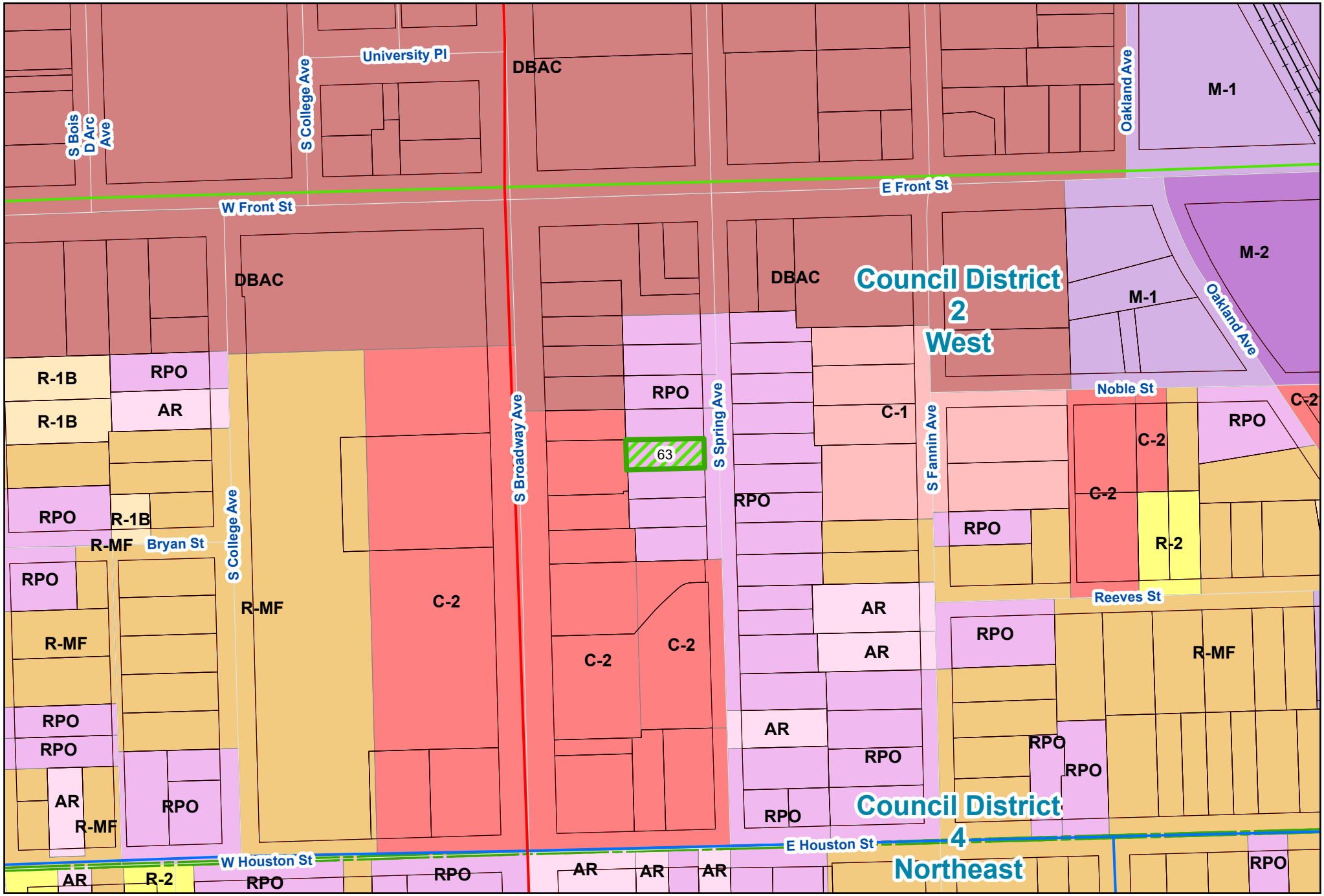
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

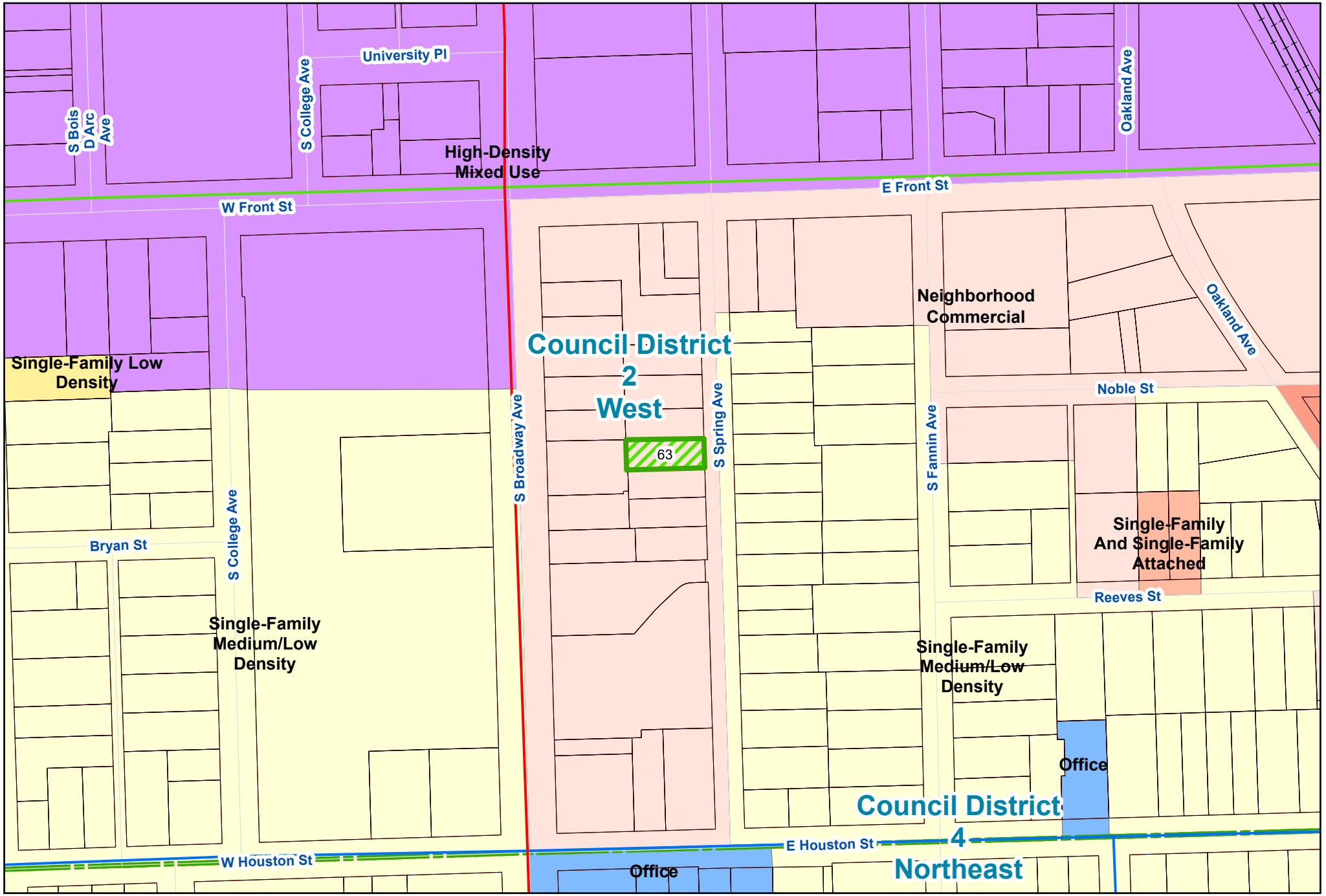


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1 inch equals 200 feet

ZONING CASE
Zoning Case #: Z24-014
Current Zoning: RPO
Proposed Zoning: R-1D
IGNACIO CUEVAS

Subject Property



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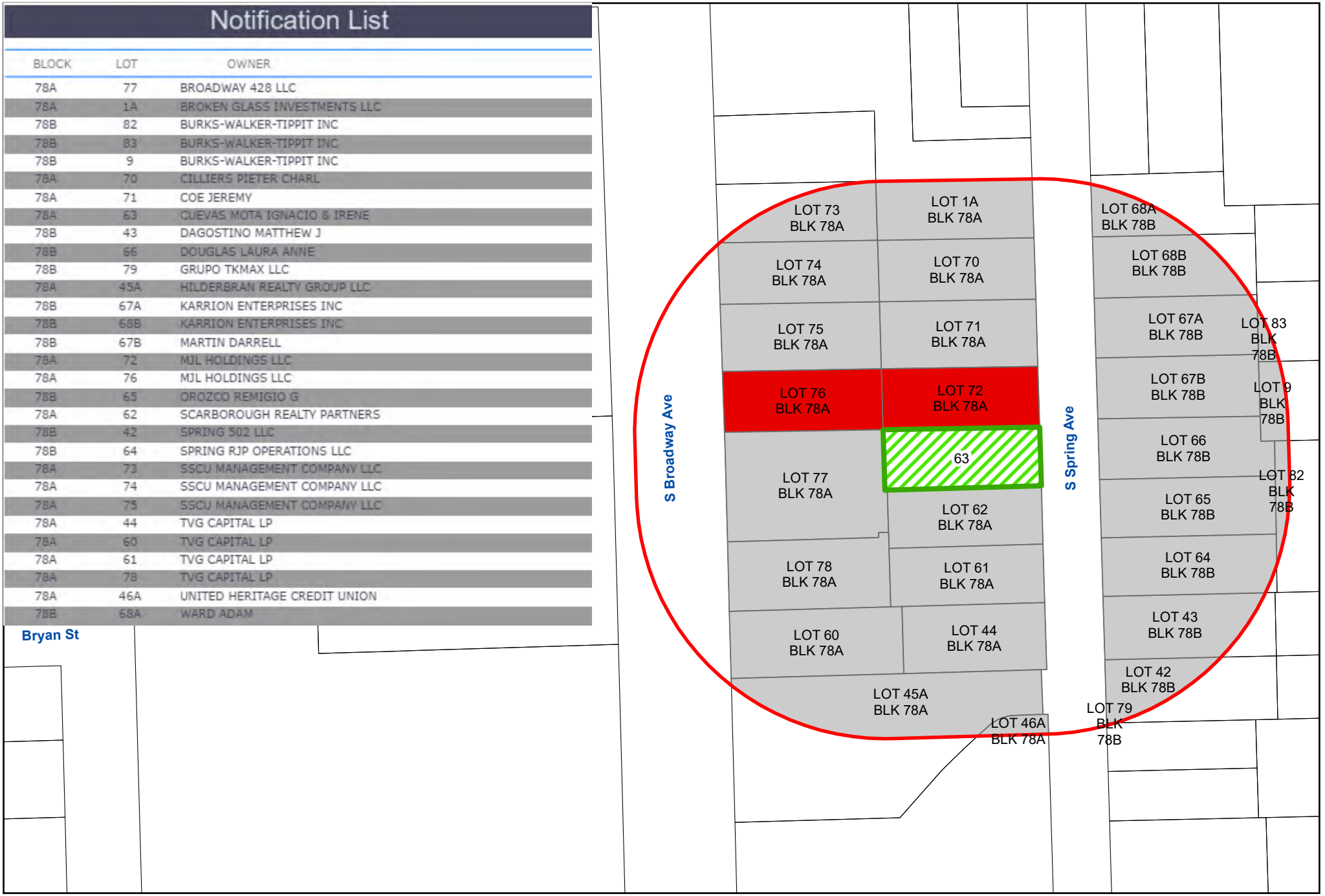
ZONING CASE
Zoning Case #: Z24-014
Current Zoning: RPO
Proposed Zoning: R-1D
IGNACIO CUEVAS

Subject Property

63

Notification List

BLOCK	LOT	OWNER
78A	77	BROADWAY 428 LLC
78A	1A	BROKEN GLASS INVESTMENTS LLC
78B	82	BURKS-WALKER-TIPPIT INC
78B	83	BURKS-WALKER-TIPPIT INC
78B	9	BURKS-WALKER-TIPPIT INC
78A	70	CILLIERS PIETER CHARL
78A	71	COE JEREMY
78A	63	CUEVAS MOTA IGNACIO & IRENE
78B	43	DAGOSTINO MATTHEW J
78B	66	DOUGLAS LAURA ANNE
78B	79	GRUPO TKMAX LLC
78A	45A	HILDERBRAN REALTY GROUP LLC
78B	67A	KARRION ENTERPRISES INC
78B	68B	KARRION ENTERPRISES INC
78B	67B	MARTIN DARRELL
78A	72	MJL HOLDINGS LLC
78A	76	MJL HOLDINGS LLC
78B	65	OROZCO REMIGIO G
78A	62	SCARBOROUGH REALTY PARTNERS
78B	42	SPRING 502 LLC
78B	64	SPRING RJP OPERATIONS LLC
78A	73	SSCU MANAGEMENT COMPANY LLC
78A	74	SSCU MANAGEMENT COMPANY LLC
78A	75	SSCU MANAGEMENT COMPANY LLC
78A	44	TVG CAPITAL LP
78A	60	TVG CAPITAL LP
78A	61	TVG CAPITAL LP
78A	78	TVG CAPITAL LP
78A	46A	UNITED HERITAGE CREDIT UNION
78B	68A	WARD ADAM



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: Z24-014
Current Zoning: RPO
Proposed Zoning: AR
IGNACIO CUEVAS

Subject Property
200' Mailed Notification Area
Protest Lots

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-7

Date: July 24, 2024

Subject: Z24-016 OMAR RENTERIA (1116 WEST HICKORY STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-2', Two-Family Residential District.

Item Reference:

The applicant is requesting the zone change to allow to build a duplex on Lot 11 of NCB 337, one lot containing approximately 0.28 acres of land located west of the southwest intersection of Herndon Avenue and West Hickory Street (1116 West Hickory Street).

According to the Unified Development Code (UDC), the R-2 district is primarily intended to accommodate single-family detached and two-family (duplex) housing on individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 25 feet in the rear, 6 feet on the interior side and 12 feet on the corner side. Minimum lot size is 7,500 square feet.
According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north, east, and south are zoned 'R-MF', Multi-Family Residential District and are developed with residential homes or are undeveloped. The adjacent property to the west is zoned 'M-1', Light Industrial District, and is developed with a warehouse facility.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Single-Family Medium/Low Density. This request would amend the FLUG to Single-Family and Single-Family Attached.

The applicant is requesting the zone change to build a duplex.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, July 19, 2024, of the 18 notices mailed, one notice was returned in favor and none in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'R-MF', Multi-Family Residential District to 'R-2', Two-Family Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-MF", MULTI-FAMILY RESIDENTIAL DISTRICT TO "R-2" TWO-FAMILY RESIDENTIAL DISTRIC ON LOT 11 OF NCB 337, ONE LOT CONTAINING APPROXIMATELY 0.31 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST INTERSECTION OF GERBDIB AVEBYE ABD WEST HICKORY STREET (1116 WEST HISCKORY STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-016

That the following described property, which has heretofore been zoned "R-MF", Multi-Family Residential District, shall hereafter bear the zoning classification of "R-2", Two-Family Residential District, to wit:

> On Lot 11 of NCB 337, one lot containing approximately 0.31 acres of land located west of the southwest intersection of Herndon Avenue and West Hickory Street (1116 West Hickory Street)

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Single-Family and Single-Family Attached.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

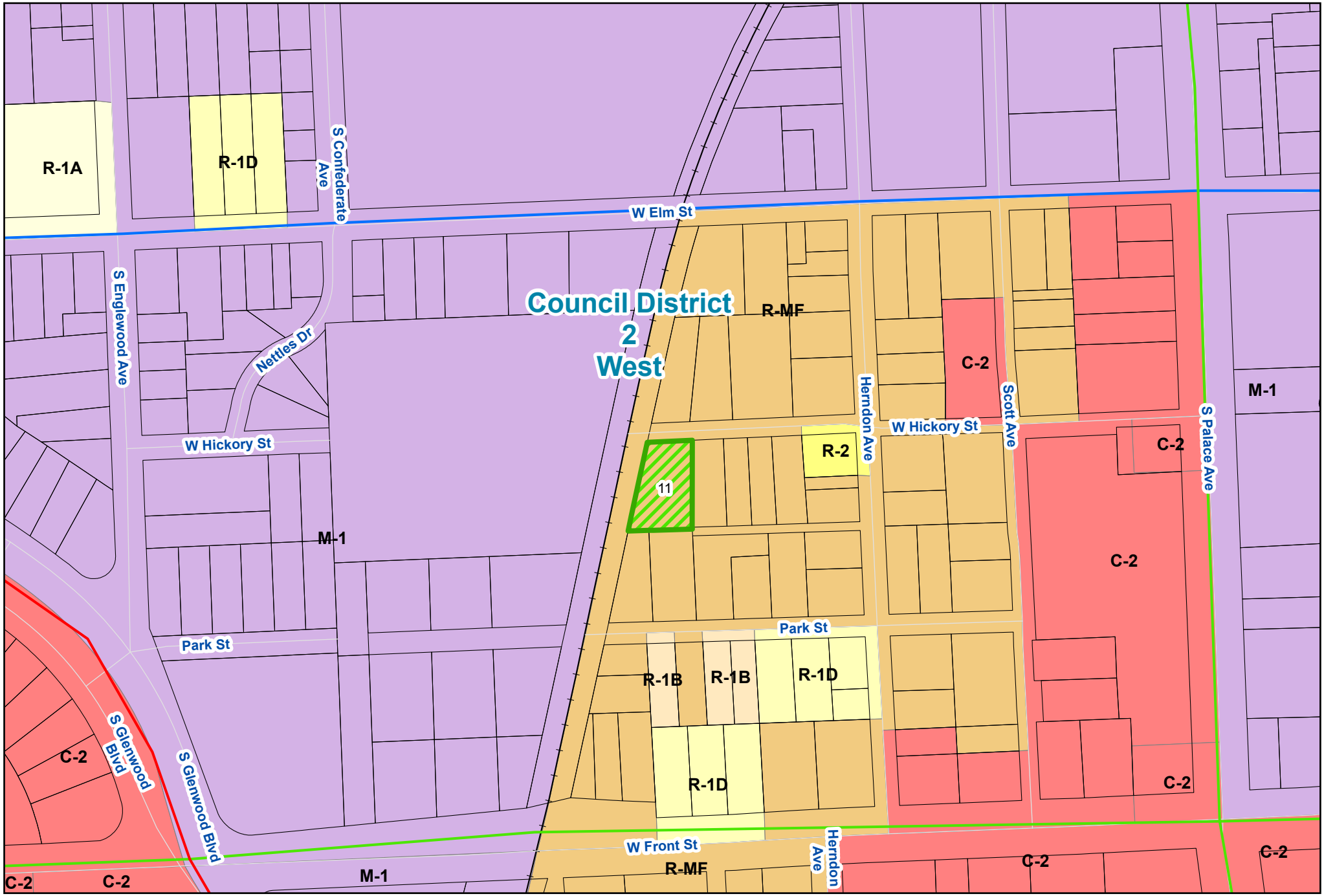
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

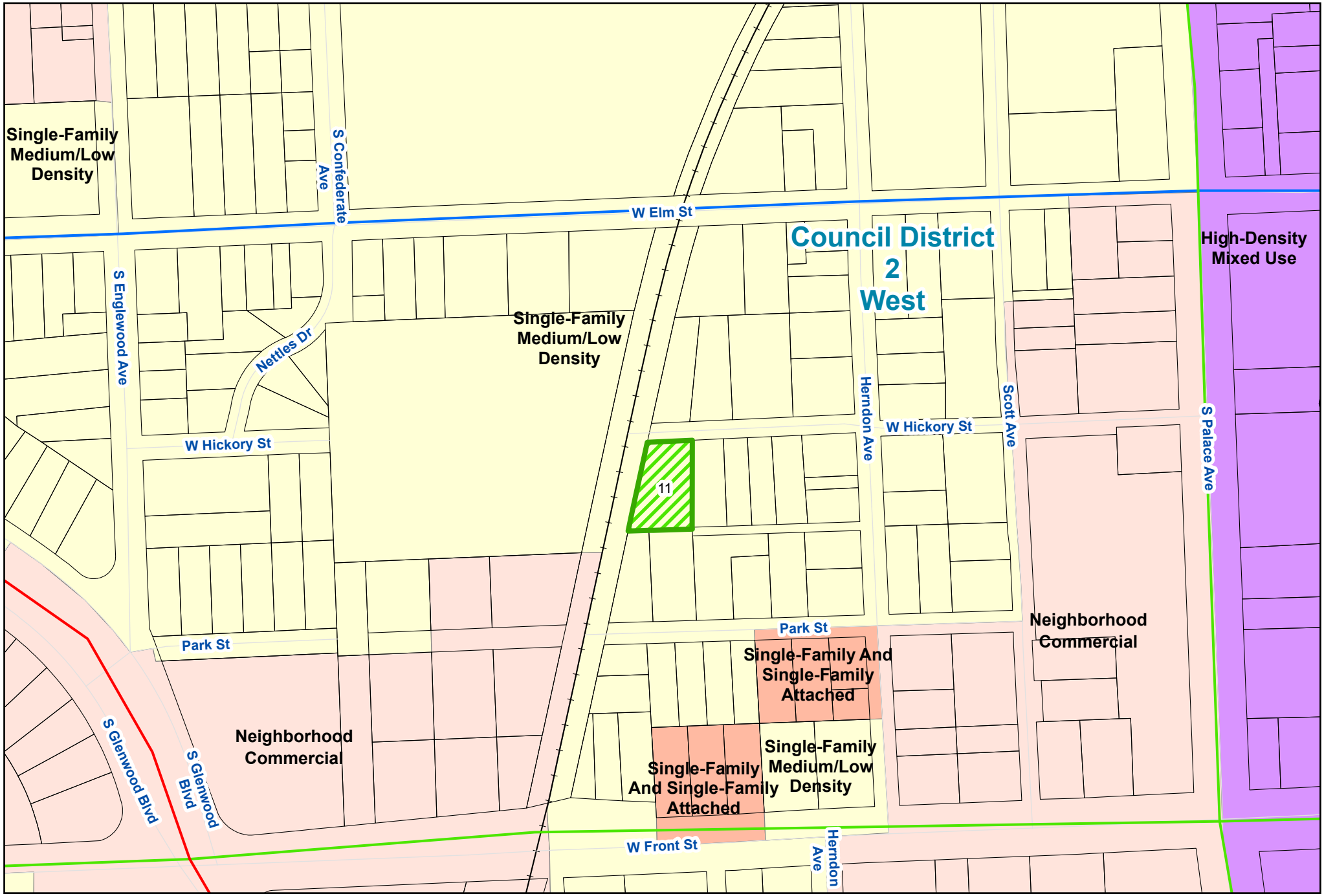


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1 inch equals 200 feet

ZONING CASE
Zoning Case #: Z24-016
Current Zoning: R-MF
Proposed Zoning: R-2
OMAR RENTERIA

Subject Property



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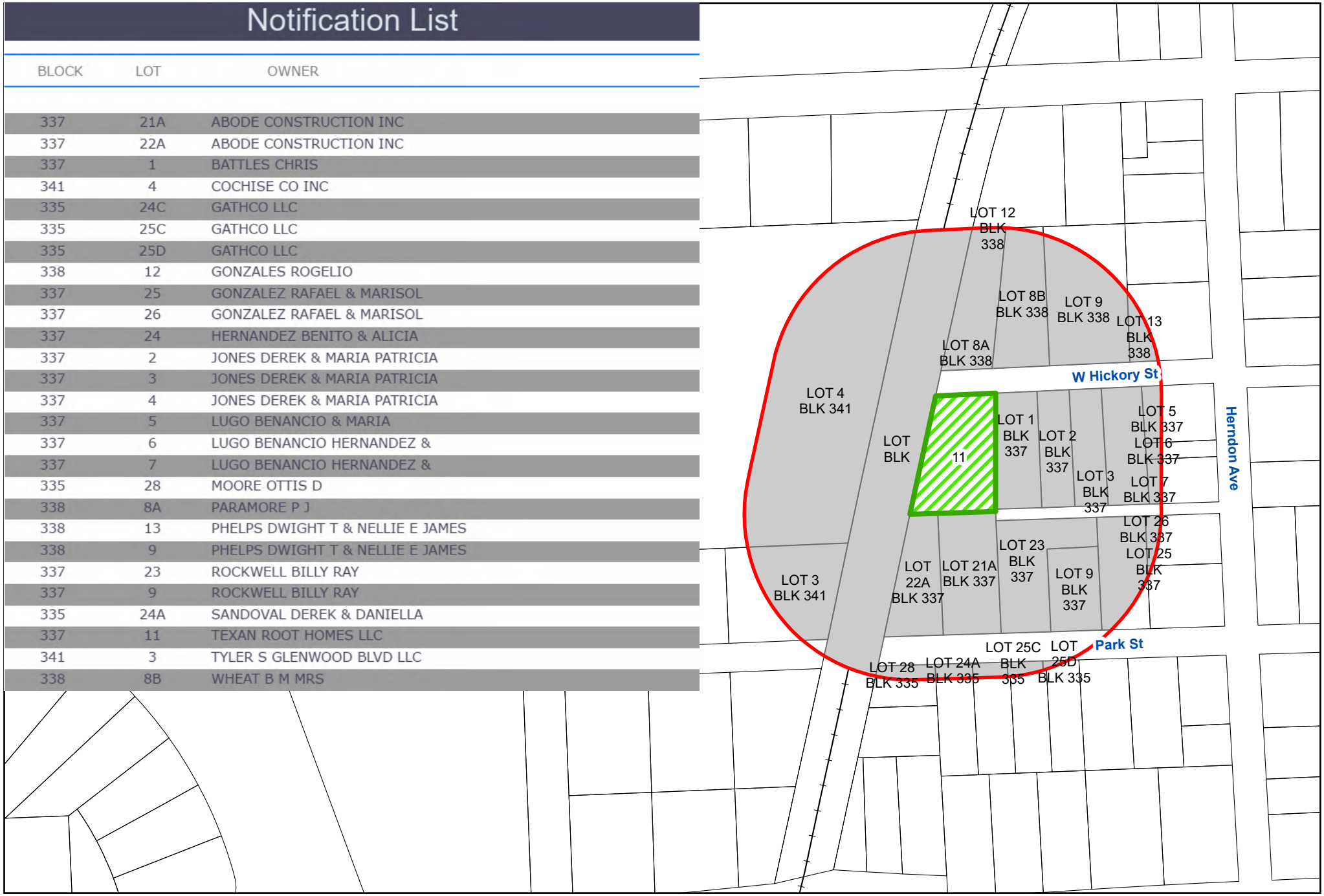
1 inch equals 200 feet

ZONING CASE
Zoning Case #: Z24-016
Current Zoning: R-MF
Proposed Zoning: R-2
OMAR RENTERIA

Subject Property

Notification List

BLOCK	LOT	OWNER
337	21A	ABODE CONSTRUCTION INC
337	22A	ABODE CONSTRUCTION INC
337	1	BATTLES CHRIS
341	4	COCHISE CO INC
335	24C	GATHCO LLC
335	25C	GATHCO LLC
335	25D	GATHCO LLC
338	12	GONZALES ROGELIO
337	25	GONZALEZ RAFAEL & MARISOL
337	26	GONZALEZ RAFAEL & MARISOL
337	24	HERNANDEZ BENITO & ALICIA
337	2	JONES DEREK & MARIA PATRICIA
337	3	JONES DEREK & MARIA PATRICIA
337	4	JONES DEREK & MARIA PATRICIA
337	5	LUGO BENANCIO & MARIA
337	6	LUGO BENANCIO HERNANDEZ &
337	7	LUGO BENANCIO HERNANDEZ &
335	28	MOORE OTTIS D
338	8A	PARAMORE P J
338	13	PHELPS DWIGHT T & NELLIE E JAMES
338	9	PHELPS DWIGHT T & NELLIE E JAMES
337	23	ROCKWELL BILLY RAY
337	9	ROCKWELL BILLY RAY
335	24A	SANDOVAL DEREK & DANIELLA
337	11	TEXAN ROOT HOMES LLC
341	3	TYLER S GLENWOOD BLVD LLC
338	8B	WHEAT B M MRS



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ZONING CASE
Zoning Case #: Z24-016
Current Zoning: R-MF
Proposed Zoning: R-2
OMAR RENTERIA

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-8

Date: July 24, 2024

Subject: Z24-020 JANIE SMITH LOVILLE (2914 NORTH GRAND AVENUE) Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-1B', Single-Family Residential District to 'R-2', Two-Family Residential District.

Item Reference:

The applicant is requesting the zone change to allow to build a duplex on Lot 159 of NCB 769, one lot containing approximately 0.17 acres of land located south of the southwest intersection of West 31st Street and North Grand Avenue (2914 North Grand Avenue).

According to the Unified Development Code (UDC), the R-2 district is primarily intended to accommodate single-family detached and two-family (duplex) housing on individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 25 feet in the rear, 6 feet on the interior side, and 12 feet on the corner side. The minimum lot size is 7,500 square feet.
According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north, east, and south are zoned 'R-2', Two-Family Residential District and are developed with residential homes or are undeveloped.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Single-Family Medium/Low

Density. This request would amend the Future Land Use Guide to reflect Single-Family and Single-Family Attached Medium/High Density. This request will be consistent with surrounding zoning and North End Revitalization goals.

The applicant is requesting the zone change to build a duplex.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, July 19, 2024, of the 20 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'R-1B' Single-Family Residential District to 'R-2', Two-Family Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-1B", SINGLE-FAMILY RESIDENTIAL DISTRICT TO "R-2", TWO-FAMILY RESIDENTIAL DISTRICT ON LOT 159 OF NCB 769, ONE LOT CONTAINING APPROXIMATELY 0.17 ACRES OF LAND LOCATED SOUTH OF THE SOUTHWEST INTERSECTION OF WEST 31ST STREET AND NORTH GRAND AVENUE (2914 NORTH GRAND AVENUE); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-020

That the following described property, which has heretofore been zoned from "R-1B", Single-Family Residential District, shall hereafter bear the zoning classification of "R-2", Two-Family Residential District, to wit:

> On Lot 159 of NCB 769, one lot containing approximately 0.17 acres of land located south of the southwest intersection of West 31st Street and North Grand Avenue (2914 North Grand Avenue).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Single-Family and Single-Family Attached Medium/High Density.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

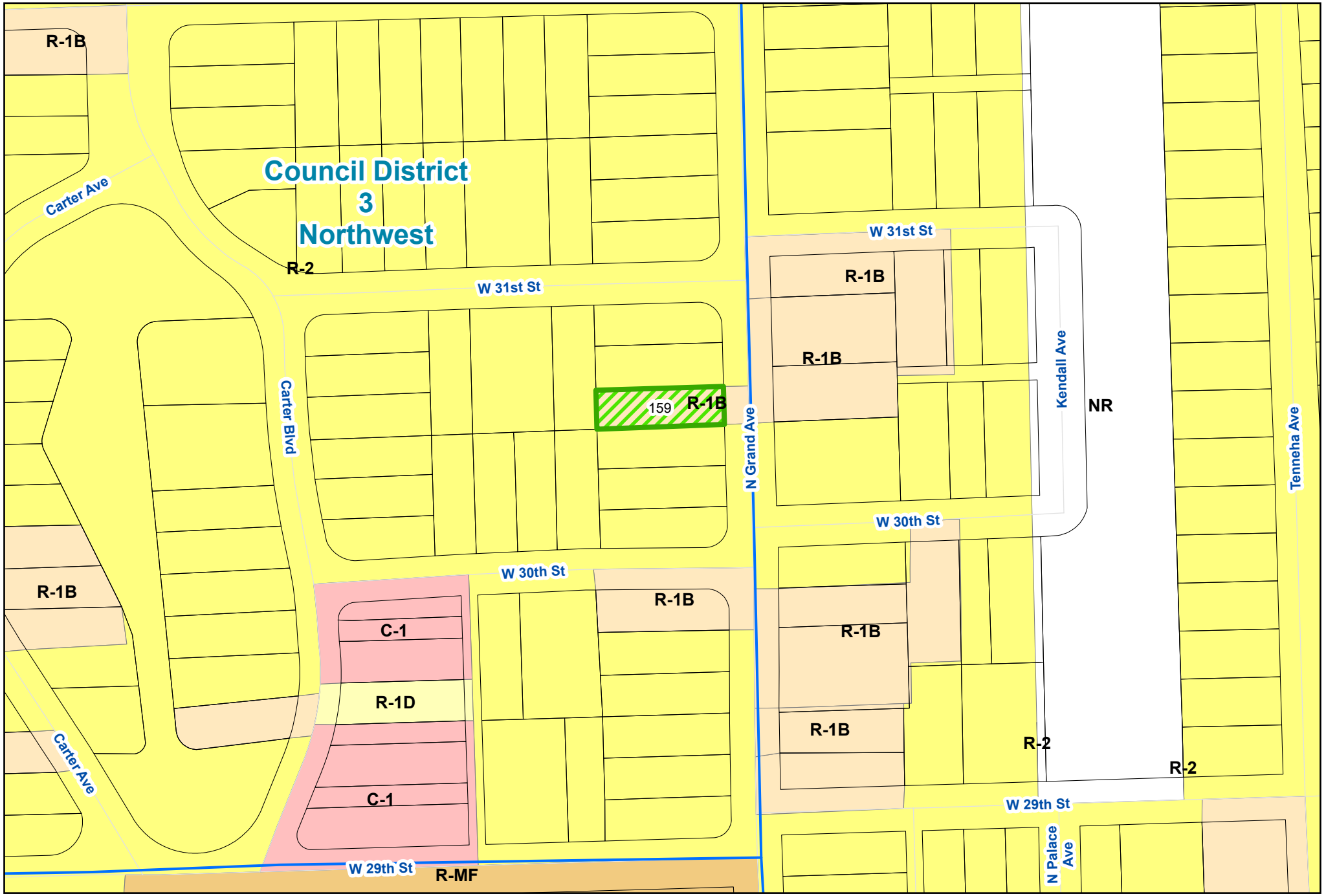
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

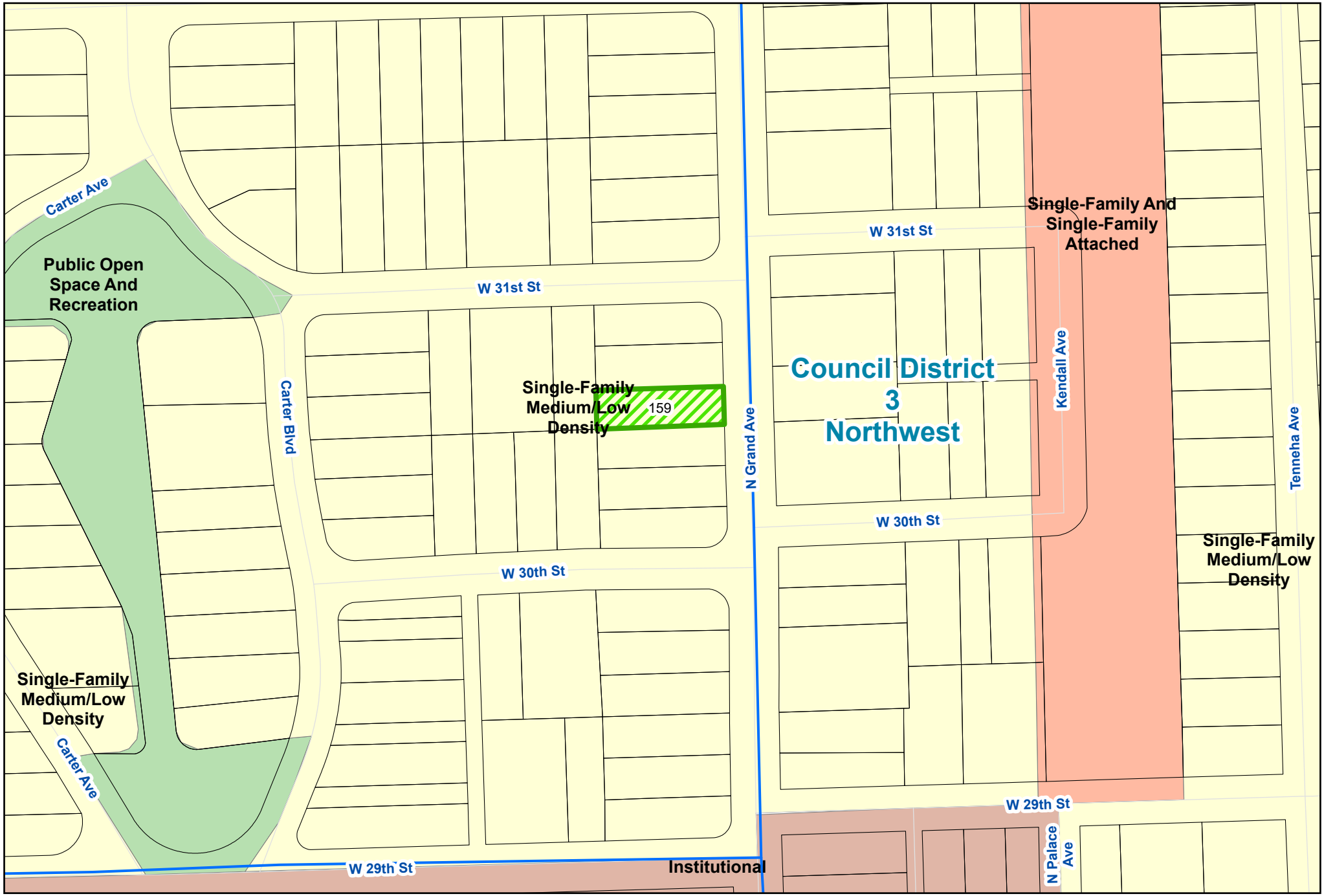


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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-020
Current Zoning: R-1B
Proposed Zoning: R-2
JANIE SMITH LOVILLE

Subject Property



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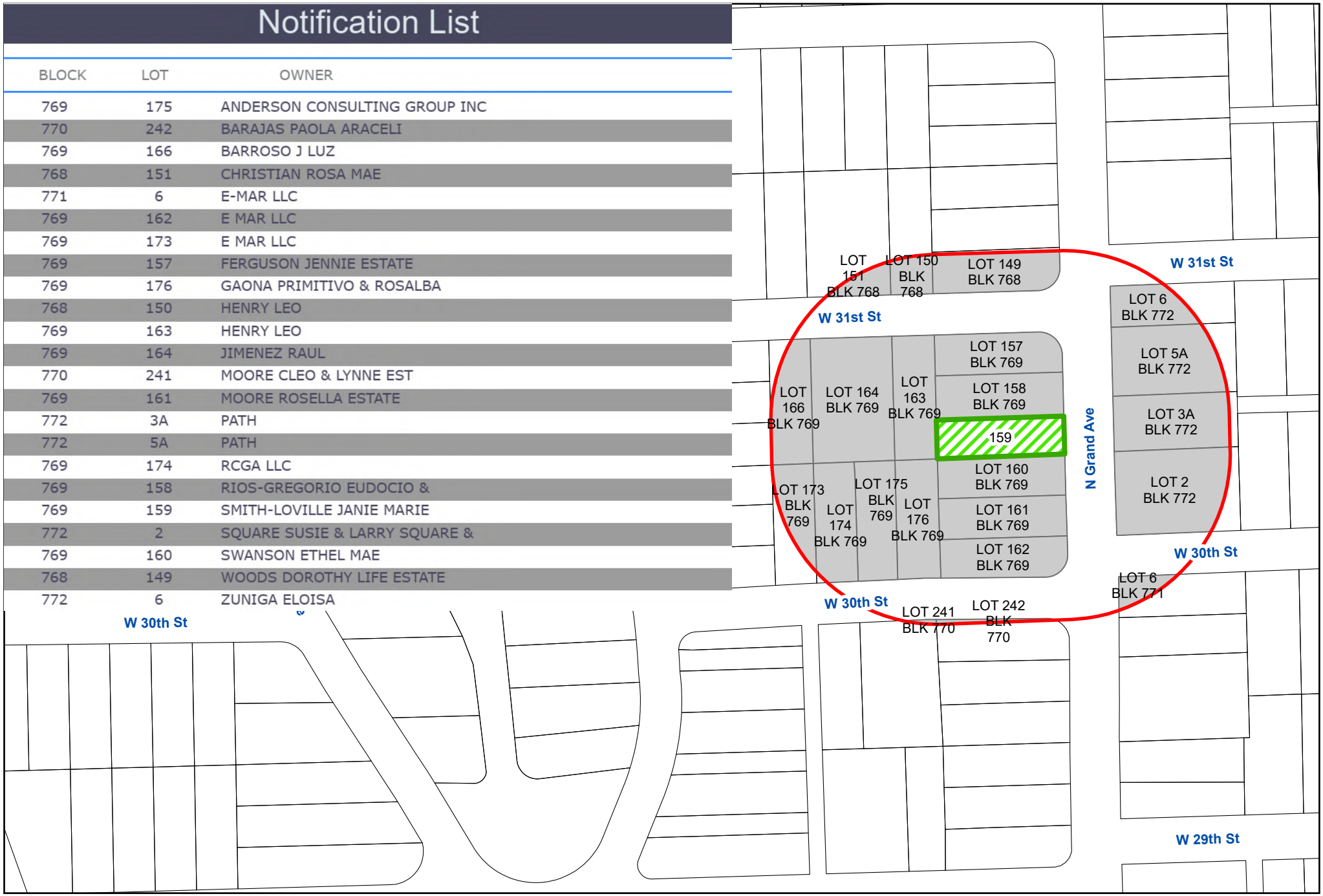
1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-020
Current Zoning: R-1B
Proposed Zoning: R-2
JANIE SMITH LOVILLE

Subject Property

Notification List

BLOCK	LOT	OWNER
769	175	ANDERSON CONSULTING GROUP INC
770	242	BARAJAS PAOLA ARACELI
769	166	BARROSO J LUZ
768	151	CHRISTIAN ROSA MAE
771	6	E-MAR LLC
769	162	E MAR LLC
769	173	E MAR LLC
769	157	FERGUSON JENNIE ESTATE
769	176	GAONA PRIMITIVO & ROSALBA
768	150	HENRY LEO
769	163	HENRY LEO
769	164	JIMENEZ RAUL
770	241	MOORE CLEO & LYNNE EST
769	161	MOORE ROSELLA ESTATE
772	3A	PATH
772	5A	PATH
769	174	RCGA LLC
769	158	RIOS-GREGORIO EUDOCIO &
769	159	SMITH-LOVILLE JANIE MARIE
772	2	SQUARE SUSIE & LARRY SQUARE &
769	160	SWANSON ETHEL MAE
768	149	WOODS DOROTHY LIFE ESTATE
772	6	ZUNIGA ELOISA



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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-020
Current Zoning: R-1B
Proposed Zoning: R-2
JANIE SMITH LOVILLE

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-9

Date: July 24, 2024

Subject: Z24-015 MUHAMMAD SAJID (3114 AND 3122 EAST 5TH STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from 'RPO', Restricted Professional Office District to 'C-1', Light Commercial District.

Item Reference:

The applicant is requesting the zone change to allow for light commercial uses on Lots 7 and 8 of NCB 1426, two lots containing approximately 1.00 acres of land located east of the northeast intersection of Old Omen Road and East 5th Street (3114 and 3122 East 5th Street).

According to the Unified Development Code (UDC), the 'C-1', Light Commercial District allows restaurants, private clubs, antique shops, banks, service stations, offices and retail stores without any outdoor display or storage of merchandise or goods. The maximum building height allowed within this district is two and one-half stories or 42 feet in height. The setback requirements are 10 feet in the front, 10 feet in the rear, zero feet on the interior side (10 feet if abuts a residential district) and 15 feet on the corner side. The minimum lot area is 7,000 square feet. Off-street parking is determined by the specific use proposed. Properties with a commercial designation are subject to UDC Development Standards such as landscaping and tree preservation, bufferyards, and sign regulations.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the east and south are zoned 'C-1', Light Commercial District, and are developed with a daycare facility and a church. The adjacent properties to the north and west are zoned 'C-2', General Commercial District, and are developed with the future location of a middle school and an automotive repair shop. The properties to the west are zoned 'R-1A', Single-Family Residential District, and 'RPO', Restricted Professional Office District, and is the location of a church.

The request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as General Commercial.

The applicant is planning to develop the property as a commercial development.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, July 19, 2024, of the seven notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'RPO', Restricted Professional Office District to 'C-1', Light Commercial District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "RPO", RESTRICTED PROFESSIONAL OFFICE DISTRICT TO "C-1", LIGHT COMMERCIAL DISTRICT ON LOT 24 OF NCB 76, ON LOTS 7 AND 8 OF NCB 1426, TWO LOTS CONTAINING APPROXIMATELY 1.00 ACRES OF LAND LOCATED EAST OF THE NORTHEAST INTERSECTION OF OLD OMEN ROAD AND EAST 5TH STREET (3114 AND 3122 EAST 5TH STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-015

That the following described property, which has heretofore been zoned "RPO", Restricted Professional Office District, shall hereafter bear the zoning classification of "C-1", Light Commercial District, to wit:

> On Lots 7 and 8 of NCB 1426, two lots containing approximately 1.00 acres of land located east of the northeast intersection of Old Omen Road and East 5th Street (3114 and 3122 East 5th Street).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

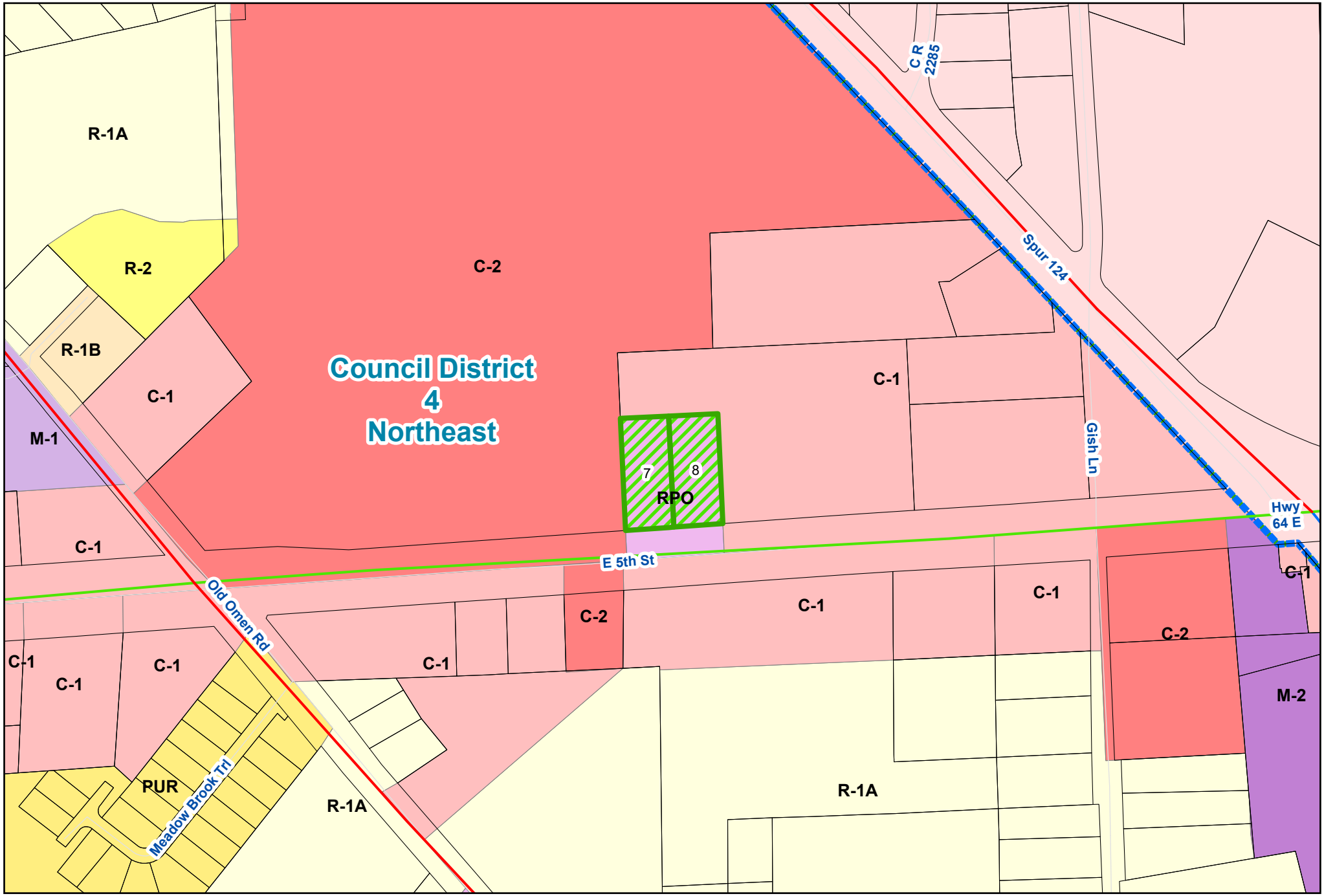
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



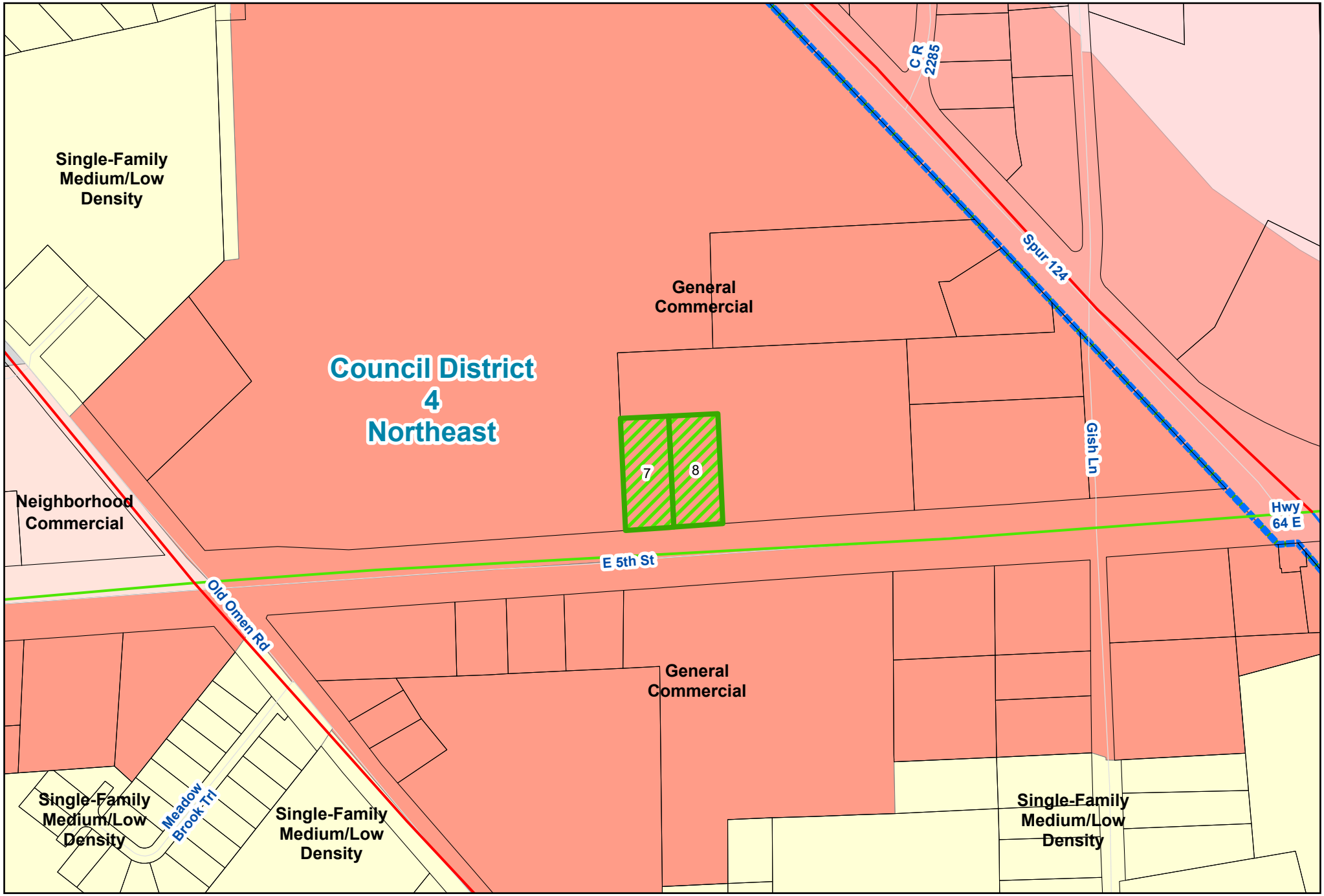
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1 inch equals 250 feet

ZONING CASE
Zoning Case #: Z24-015
Current Zoning: RPO
Proposed Zoning: C-1
Muhammad Sajid

Subject Property

City Limits



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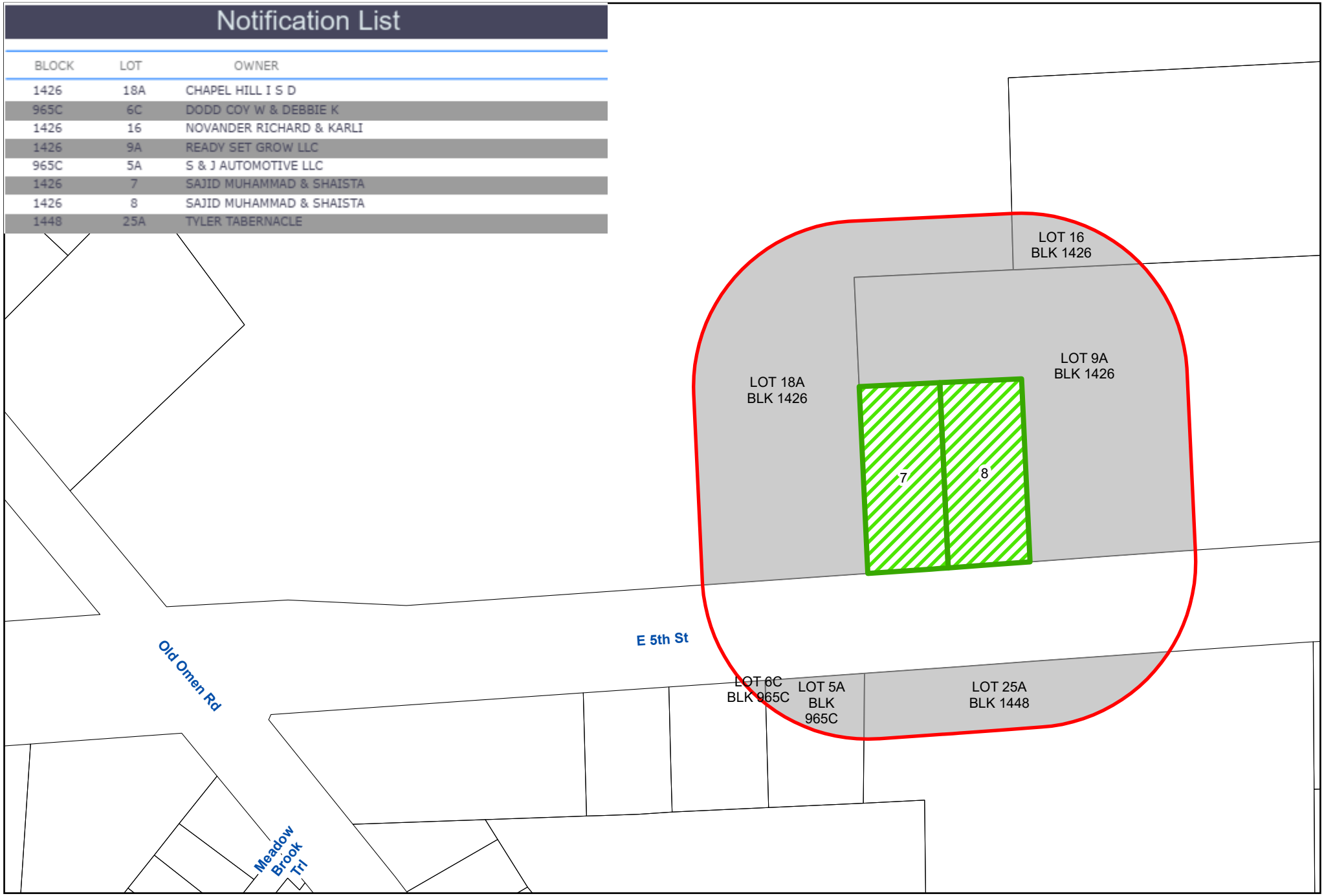
ZONING CASE
Zoning Case #: Z24-015
Current Zoning: RPO
Proposed Zoning: C-1
Muhammad Sajid

Subject Property

City Limits

Notification List

BLOCK	LOT	OWNER
1426	18A	CHAPEL HILL I S D
965C	6C	DODD COY W & DEBBIE K
1426	16	NOVANDER RICHARD & KARLI
1426	9A	READY SET GROW LLC
965C	5A	S & J AUTOMOTIVE LLC
1426	7	SAJID MUHAMMAD & SHAISTA
1426	8	SAJID MUHAMMAD & SHAISTA
1448	25A	TYLER TABERNACLE



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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-015
Current Zoning: RPO
Proposed Zoning: C-1
Muhammad Sajid

Subject Property

200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-10

Date: July 24, 2024

Subject: S24-004 GLORIA FLORES (1014 NORTH SPRING AVENUE) Request that the City Council consider adoption of an Ordinance approving the Special Use Permit to allow for the use of the property as a one-chair beauty salon.

Item Reference:

The applicant is requesting the Special Use Permit (SUP) to allow for a one chair beauty salon on Lot 28 of NCB 216-G, one lot totaling approximately 0.24 acres of land located north of the northwest intersection of East Berta Street and North Spring Avenue (1014 North Spring Avenue). The property is zoned 'R-1B', Single-Family Residential District.

According to the Unified Development Code (UDC), 'Special Use Permits' set standards, conditions, and procedures whereby special uses may be approved by City Council. A use is considered special by this development code when there is potential for it to have an adverse impact on nearby property and because the actions needed to minimize or eliminate the adverse impacts vary from site to site. No special use permit may be issued unless the governing body determines the proposed building or use will not (a) substantially increase traffic hazards or congestion; (b) substantially increase fire hazards; (c) adversely affect the character of the neighborhood; (d) adversely affect the general welfare of the community; or (e) overtax public utilities. Approved special uses are subject to compliance with all other applicable provisions within the UDC, such as parking, landscaping, and setbacks.

All conditions required for an SUP must be met before any part of the use can be occupied. Violation of any term, condition, requirement, or duration of a SUP approved is unlawful and will constitute a violation subject the penalties set forth in the UDC. In addition, the SUP may be revoked or suspended by the city council due to such violation, following public hearings by both the Planning and Zoning Commission and the City Council.

All adjacent properties are zoned 'R-1B', Single-Family Residential District. The properties to the north, south and east are developed with single-family homes and the property to the west is developed with a church.

SUPs are approved for specific periods of time. The terms and duration of an SUP rests with the City Council. Most first-time SUPs are issued for three years with renewals typically approved for longer time periods, usually five years. Some special uses, due to their nature and the cost associated with their operation, may be approved indefinitely. The SUP's may be revoked by the City Council at any time.

The applicant is planning to use the property as a one-chair beauty salon and as their residence. The applicant has previously been granted a special use permit for the same use in 2011 for one year and in 2012 for five years. The applicant would be required to show that they are in compliance with all required parking regulations and building code requirements before they could get a certificate of occupancy to operate their business. Signage will be limited to one square foot in area, per residential zoning standards.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, July 19, 2024, of the 20 notices mailed, no notices were received in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services or facilities by the proposed SUP request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the Special Use Permit to allow for the use of the property as a one-chair beauty salon for a period of five years.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; APPROVING A SPECIAL USE PERMIT TO ALLOW FOR A ONE-CHAIR BEAUTY SALON ON LOT 28 OF NCB 216-G, ONE LOT TOTALLING APPROXIMATELY 0.24 ACRES OF LAND LOCATED NORTH OF THE NORTHWEST INTERSECTION OF EAST BERTA STREET AND NORTH SPRING AVENUE (1014 NORTH SPRING AVENUE); PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the special use should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following special use is hereby approved as follows:

I. APPLICATION S24-004

That the following described property, which is currently zoned "R-1B", Single-Family Residential District, shall hereafter allow a Special Use Permit for a one-chair beauty salon for a period of five years, to wit:

> On Lot 28 of NCB 216-G, one lot totaling approximately 0.24 acres of land located north of the northwest intersection of East Berta Street and North Spring Avenue (1014 North Spring Avenue).

PART 2: The Special Use Permit is subject to restrictions listed in Exhibit "A" attached hereto and incorporated herein.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That any person, firm, or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine as provided in Section 1-4 of the Tyler Code. Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Since this ordinance has a penalty for violation, it shall not become effective until after its publication in the newspaper as provided

by Section 85 of the Charter of the City of Tyler, Texas, which date is expected to be July 26th, 2024.

PASSED AND APPROVED this the 24th day of July, A.D., 2024.

_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

_____
CASSANDRA BRAGER, CITY CLERK

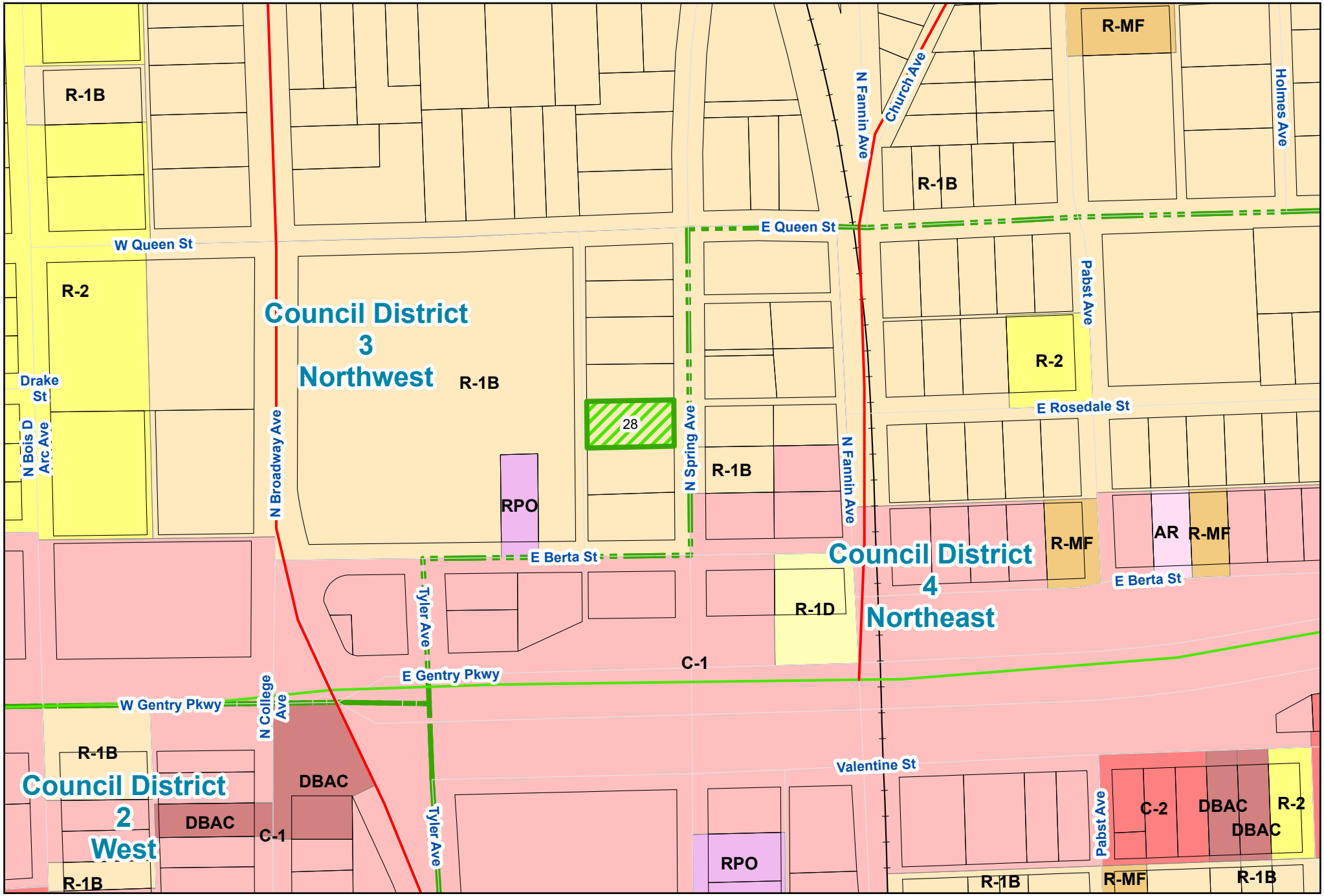
APPROVED:

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

ORDINANCE NO. O-2023-
EXHIBIT "A"
SPECIAL USE PERMIT REQUIREMENTS

1. Limited to one chair.

2. Valid for five years.



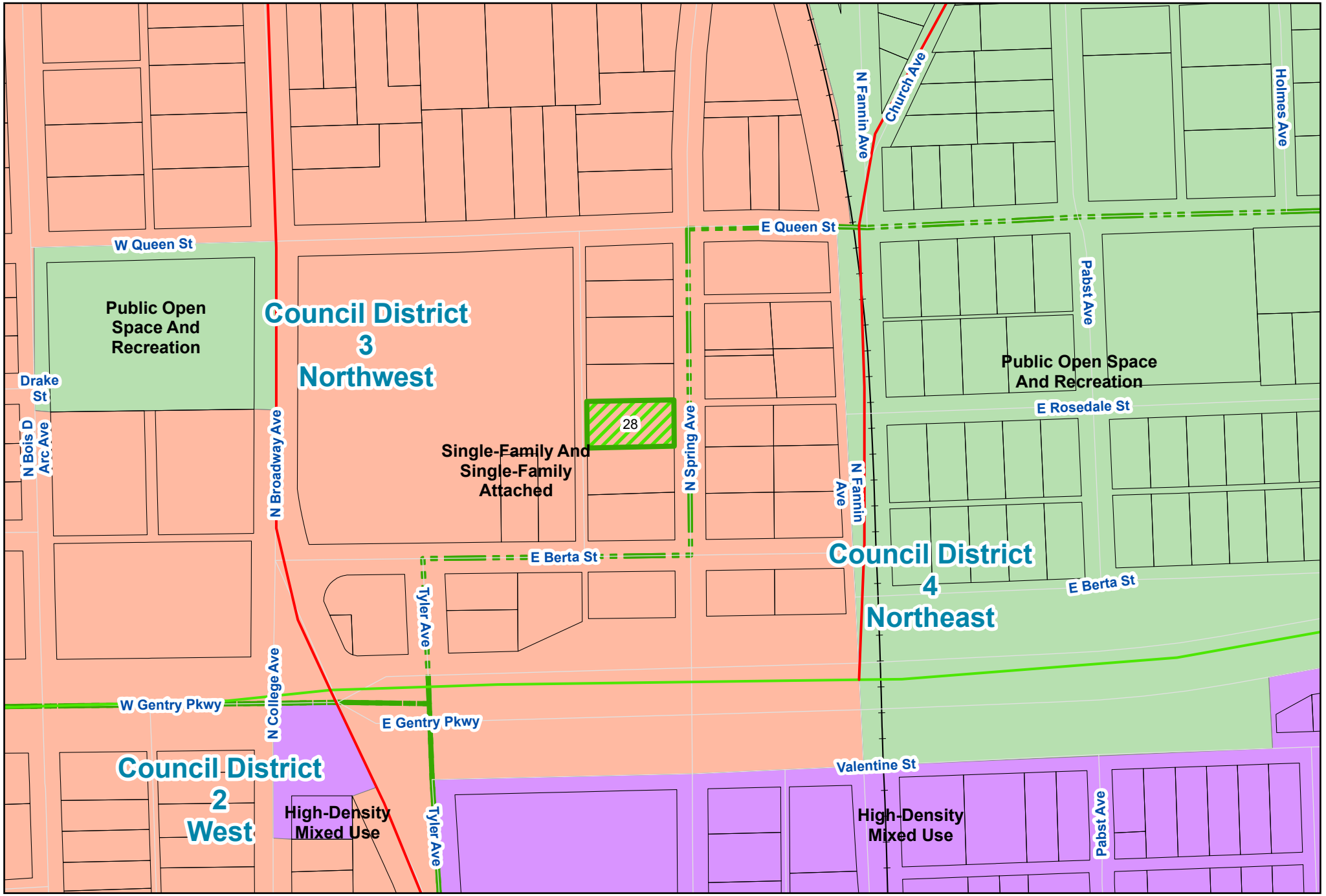
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1 inch equals 200 feet

ZONING CASE
Zoning Case #: S24-004
Current Zoning: R-1B
Proposed Use: ONE-CHAIR BEAUTY SALON
GLORIA FLORES

Subject Property

Council District Boundary



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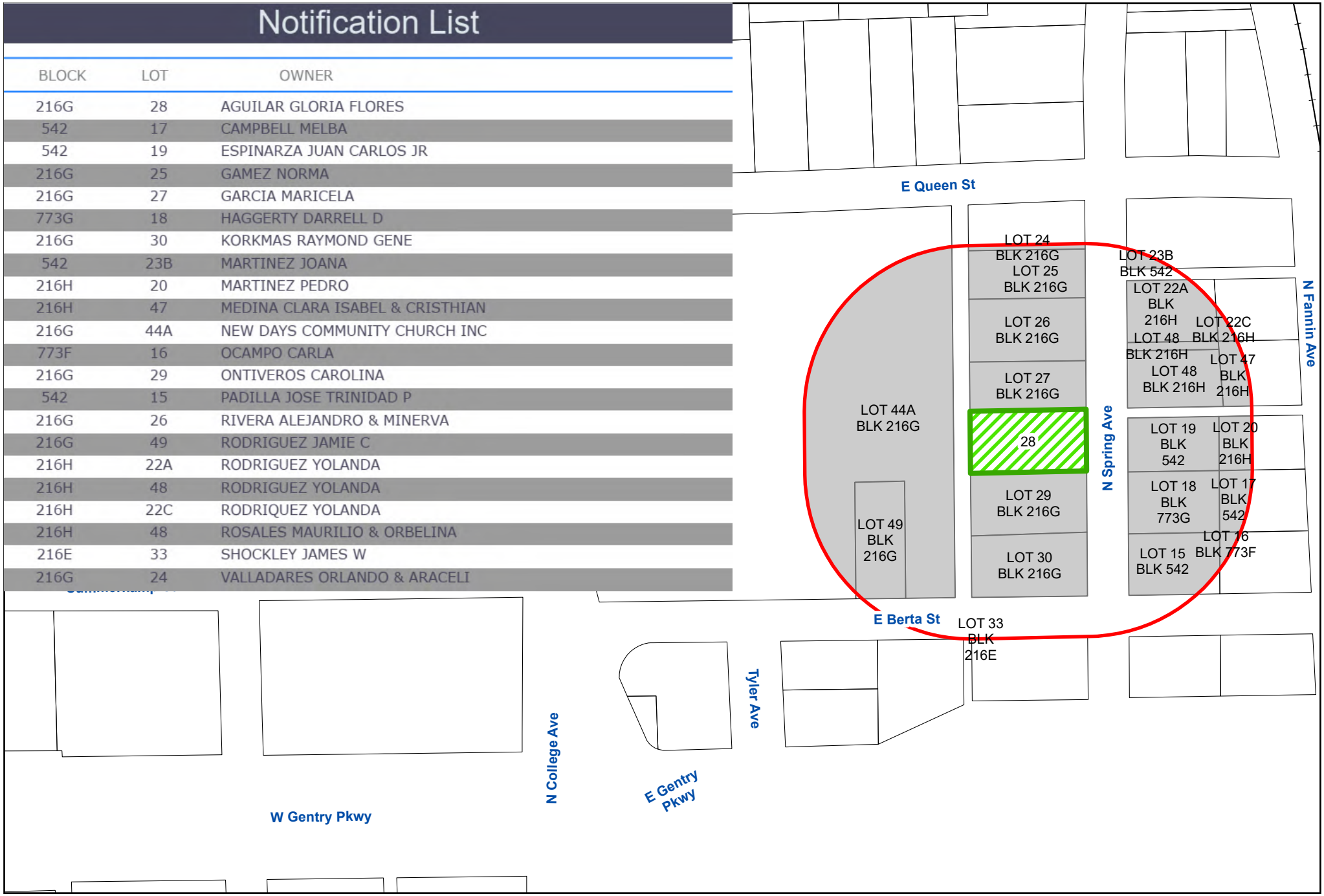
ZONING CASE
Zoning Case #: S24-004
Current Zoning: R-1B
Proposed Use: ONE-CHAIR BEAUTY SALON
GLORIA FLORES

Subject Property

Council District Boundary

Notification List

BLOCK	LOT	OWNER
216G	28	AGUILAR GLORIA FLORES
542	17	CAMPBELL MELBA
542	19	ESPINARZA JUAN CARLOS JR
216G	25	GAMEZ NORMA
216G	27	GARCIA MARICELA
773G	18	HAGGERTY DARRELL D
216G	30	KORKMAS RAYMOND GENE
542	23B	MARTINEZ JOANA
216H	20	MARTINEZ PEDRO
216H	47	MEDINA CLARA ISABEL & CRISTHIAN
216G	44A	NEW DAYS COMMUNITY CHURCH INC
773F	16	OCAMPO CARLA
216G	29	ONTIVEROS CAROLINA
542	15	PADILLA JOSE TRINIDAD P
216G	26	RIVERA ALEJANDRO & MINERVA
216G	49	RODRIGUEZ JAMIE C
216H	22A	RODRIGUEZ YOLANDA
216H	48	RODRIGUEZ YOLANDA
216H	22C	RODRIQUEZ YOLANDA
216H	48	ROSALES MAURILIO & ORBELINA
216E	33	SHOCKLEY JAMES W
216G	24	VALLADARES ORLANDO & ARACELI



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1 inch equals 150 feet

ZONING CASE
Zoning Case #: S24-004
Current Zoning: R-1B
Proposed Use: ONE-CHAIR BEAUTY SALON
GLORIA FLORES

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-11

Date: July 24, 2024

Subject: Z24-017 GATHCO LLC (1118 PARK STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-1B', Single-Family Residential District.

Item Reference:

The applicant is requesting the zone change to allow for a single-family home on Lot 24 of NCB 335, one lot containing approximately 0.14 acre of land west of the southwest intersection of Herndon Avenue and Park Street (1118 Park Street).

According to the Unified Development Code (UDC), the 'R-1B', Single-Family Residential District is primarily intended to accommodate development of detached, single-family housing on smaller individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front and rear, six feet on the interior side, and 12 feet on the corner side. The minimum lot size is 6,000 square feet.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north, are zoned 'R-MF' Multi-Family Residential District and are undeveloped. The adjacent properties to the east and west are zoned 'R-1B' Single-Family Residential District and undeveloped. The adjacent properties to the south are zoned 'R-1D' Single-Family

Residential District and are undeveloped.

The request is consistent with the Tyler 1st Future Land Use Guide, which identifies this property as Single-Family Medium/Low Density.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, July 19, 2024, of the 18 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate a positive impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'R-MF', Multi-Family Residential District to 'R-1B', Single-Family Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-MF", MULTI-FAMILY RESIDENTIAL DISTRICT TO "R-1B", SINGLE-FAMILY RESIDENTIAL DISTRICT ON LOT 24 OF NCB 335, ONE LOT CONTAINING APPROXIMATELY 0.14 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST INTERSECTION OF HERNDON AVENUE AND PARK STREET (1118 PARK STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-017

That the following described property, which has heretofore been zoned from "R-MF", Multi-Family Residential District, shall hereafter bear the zoning classification of "R-1B", Single-Family Residential District, to wit:

On Lot 24 of NCB 335, one lot containing approximately 0.14 acre of land west of the southwest intersection of Herndon Avenue and Park Street (1118 Park Street).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

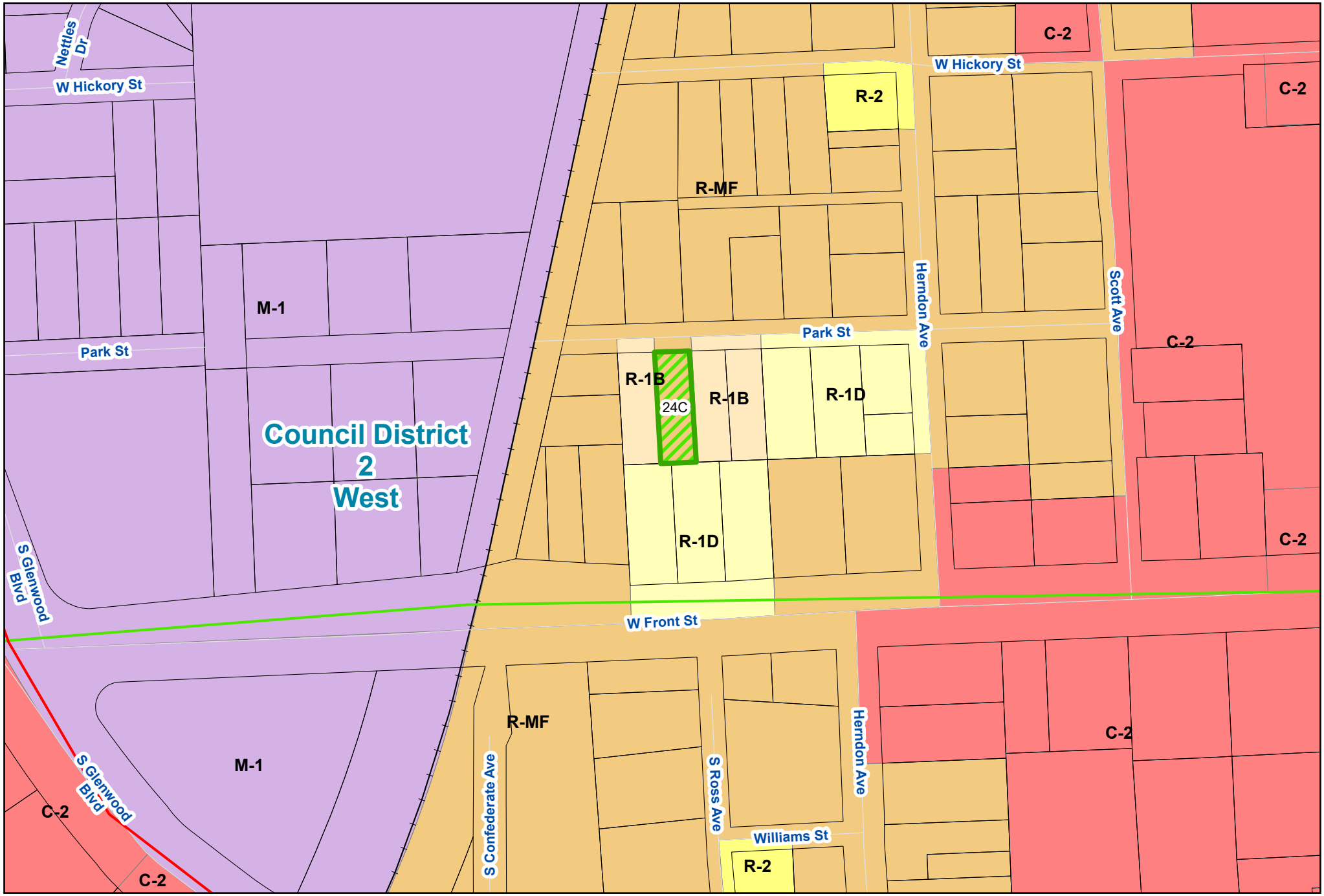
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY

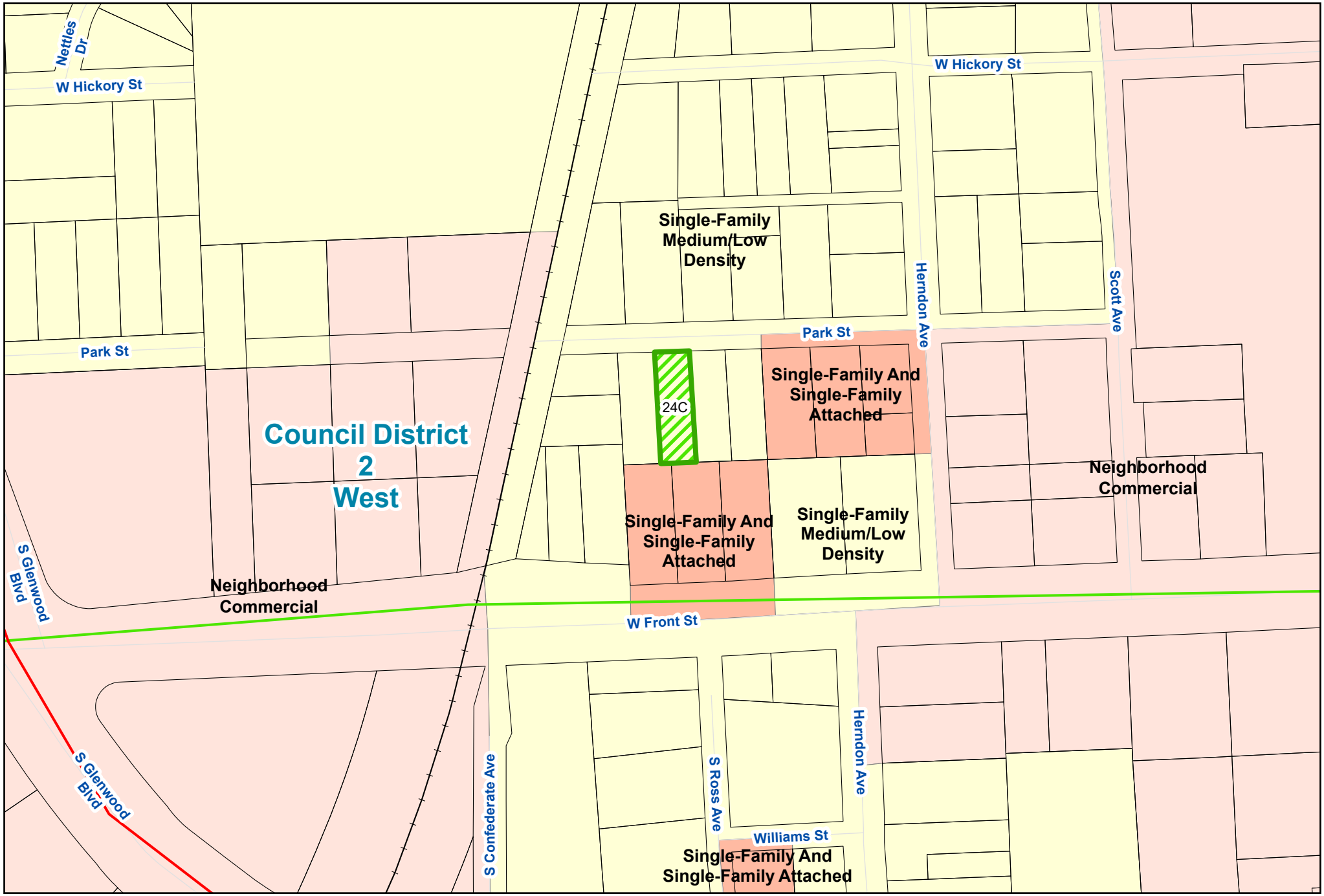


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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-017
Current Zoning: R-MF
Proposed Zoning: R-1B
GATHCO LLC

Subject Property

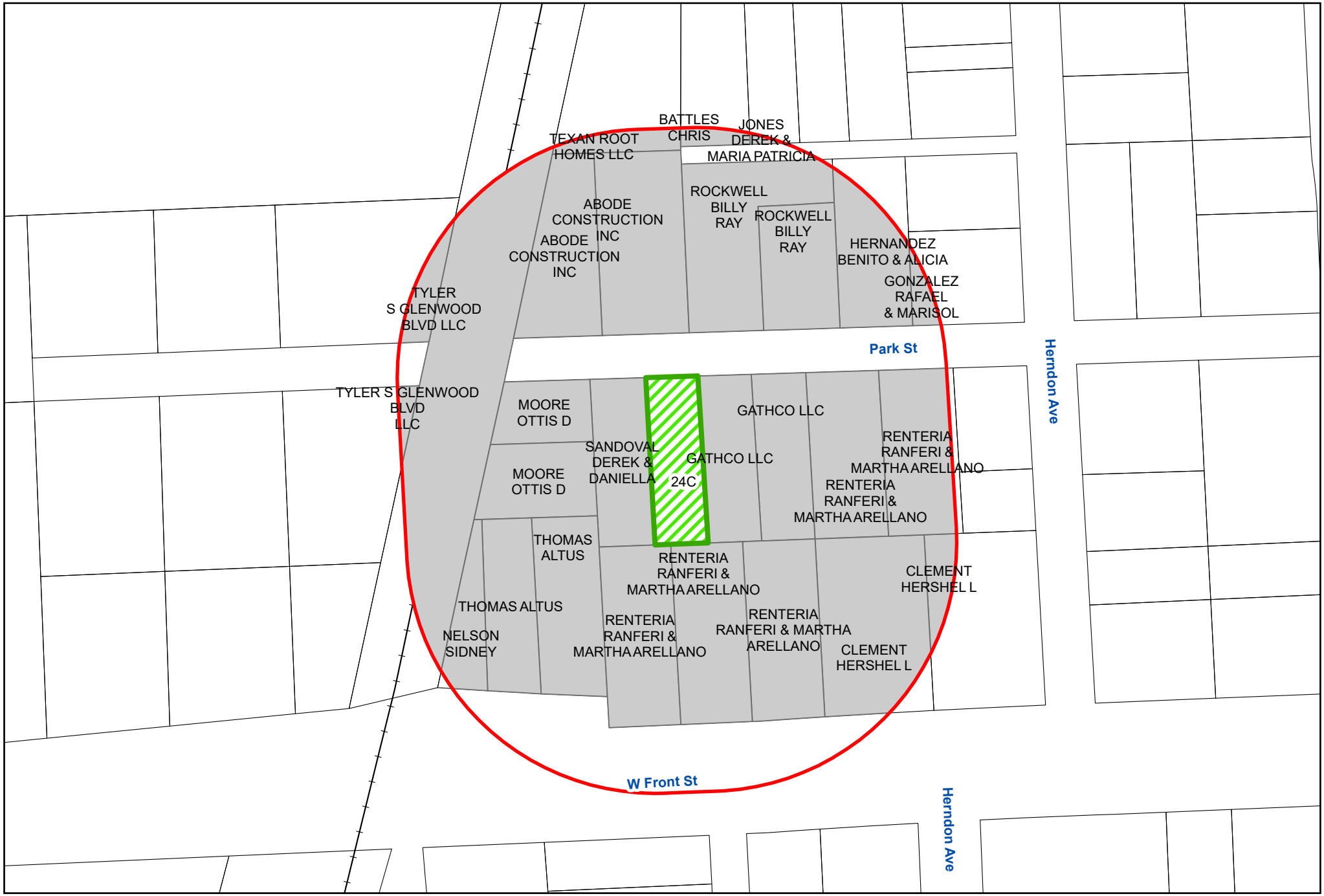


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ZONING CASE
Zoning Case #: Z24-017
Current Zoning: R-MF
Proposed Zoning: R-1B
GATHCO LLC

Subject Property



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1 inch equals 100 feet

ZONING CASE
Zoning Case #: Z24-017
Current Zoning: R-MF
Proposed Zoning: R-1B
GATHCO LLC

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-12

Date: July 24, 2024

Subject: Z24-018 ALICIA RAMIREZ (815 CAMP STREET) Request that the City Council consider on adoption of an Ordinance approving a zone change from 'R-1B', Single-Family Residential District to 'PMXD-1', Planned Mixed-Use District with written narrative. The applicant is appealing the denial by the Planning and Zoning Commission.

Item Reference:

The applicant is requesting the zone change to allow for residential uses and a mechanic shop on Lot 6A of NCB 510, one lot containing approximately 0.34 acres of land located at the southwest intersection of Winona Avenue and Camp Street (815 Camp Street).

According to the Unified Development Code (UDC), the 'PMXD-1', Planned Mixed Use District is primarily intended to implement the Tyler 1st Comprehensive Plan by promoting a mix of residential, retail, and services, office, institutional, park and government uses. The PMXD-1 district is intended for areas near key intersections of major arterial roadways, and other areas with access to a full range of public facilities and infrastructure. All developments created in a PMXD-1 district must be designed and developed in accordance with an approved site development plan or a written narrative detailing the development parameters with sufficient detail that it can be evaluated and submitted for approval to the Planning Commission and City Council. Where narrative is submitted and approved by the City Council, future site plans may be approved by staff when they are consistent with the standards included in the narrative.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete, and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

In addition to the zoning change criteria above, the City Council will consider the following specific objectives and criteria for approving any type of planned district currently permitted in this code:
a. A variety of housing types, employment opportunities, or commercial services to achieve a balanced community;
b. An orderly and creative arrangement of all land uses with respect to each other and to the entire community;
c. A planned and integrated comprehensive transportation system providing for a separation of pedestrian and vehicular traffic, to include facilities such as roadways, bicycle ways and pedestrian walkways;
d. The provisions of cultural or recreational facilities for all segments of the community;
e. The location of general building envelopes to take maximum advantage of the natural and manmade environment; and
f. The staging of development in a manner which can be accommodated by the timely provision of public utilities, facilities, and services.

According to the UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent properties to the north and west are zoned 'R-1B', Single-Family Residential District and are developed with residential homes. The adjacent properties to the east and south are zoned 'C-2', General Commercial District and are developed with commercial uses.

The Tyler 1st Future Land Use Guide (FLUG) identifies this property as Neighborhood Commercial. This request would amend the Future Land Use Guide to reflect Mix use Center.

In 1998 the property filed for a zone change it was originally classified as a 'C-2' General Commercial District and was changed to 'R-1B' Single-Family Residential District. The applicant is requesting to use the residency for a mix use allowing them to set up a mechanics shop. The request does not meet the intent of the PMXD-1 zoning district. The commercial vehicle repair shop and a single-family home are not typically considered to be compatible uses.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, July 19, 2024, of the 18 notices mailed, one notices was returned in favor and, one in opposition to the request.

All other departments have reviewed the application and anticipate no impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote denied the request of the zone change from 'R-1B', Single-Family Residential District to 'PMXD-1', Planned Mixed-Use District'. The applicant has filed a written appeal of the decision to City Council in consideration of their request.

Attachments:
Ordinance

Location Map
Future Land Use Guide Map
Protest Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-1B", SINGLE-FAMILY RESIDENTIAL DISTRICT TO "PMXD-1", PLANNED MIXED-USE DISTRICT-1 ON LOT 6A OF NCB 510, ONE LOT CONTAINING APPROXIMATELY 0.34 ACRES OF LAND LOCATED AT THE SOUTHWEST INTERSECTION OF WINONA AVENUE AND CAMP STREET (815 CAMP STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; DIRECTING THE AMENDMENT OF THE FUTURE LAND USE GUIDE MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-018

That the following described property, which has heretofore been zoned "R-1B", Single-Family Residential District, shall hereafter bear the zoning classification of "PMXD-1", Planned Mixed-Use District-1, to wit:

On Lot 6A of NCB 510, one lot containing approximately 0.34 acres of land located at the southwest intersection of Winona Avenue and Camp Street (815 Camp Street).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning and the Future Land Use Guide to reflect Mixed-Use Center.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

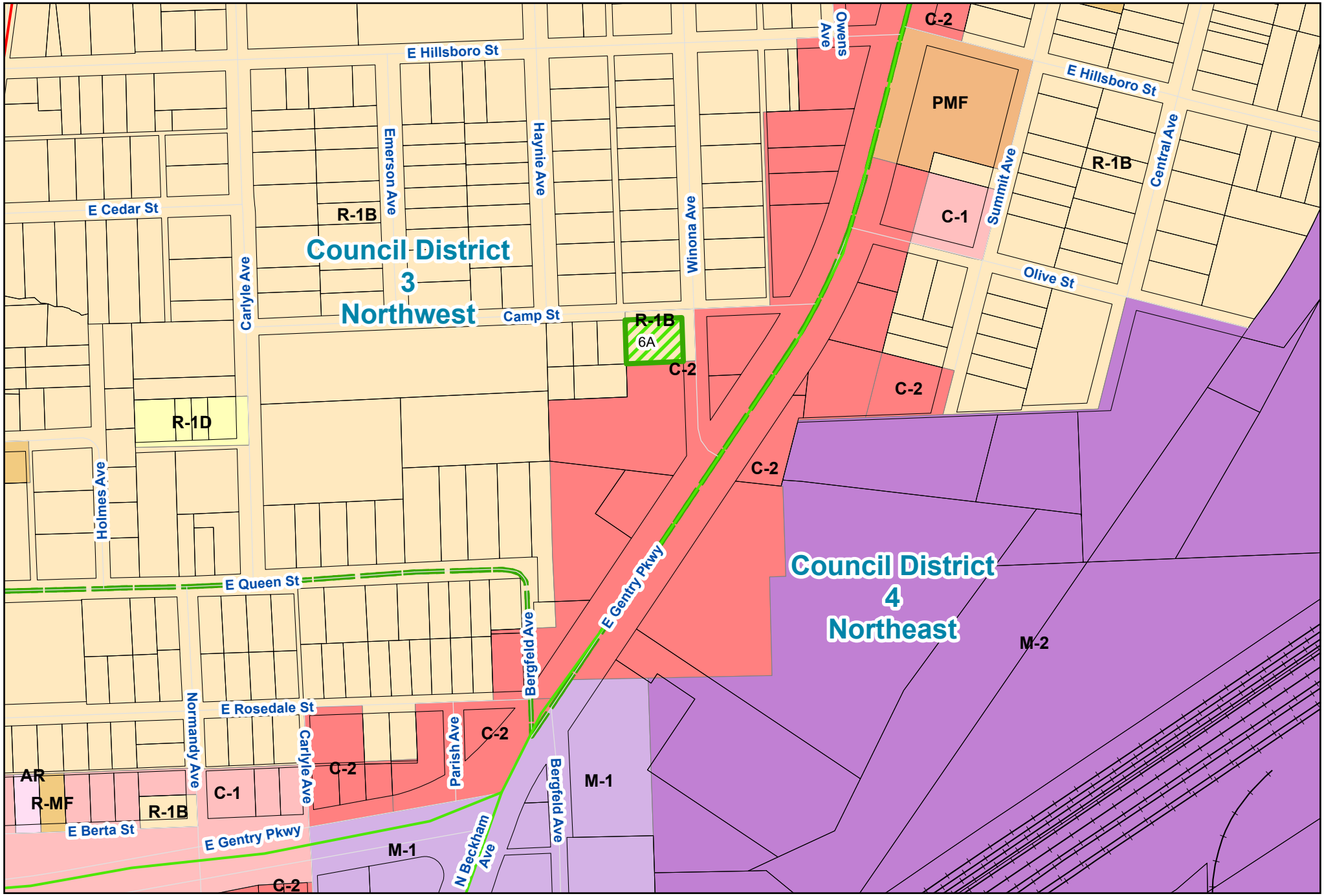
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



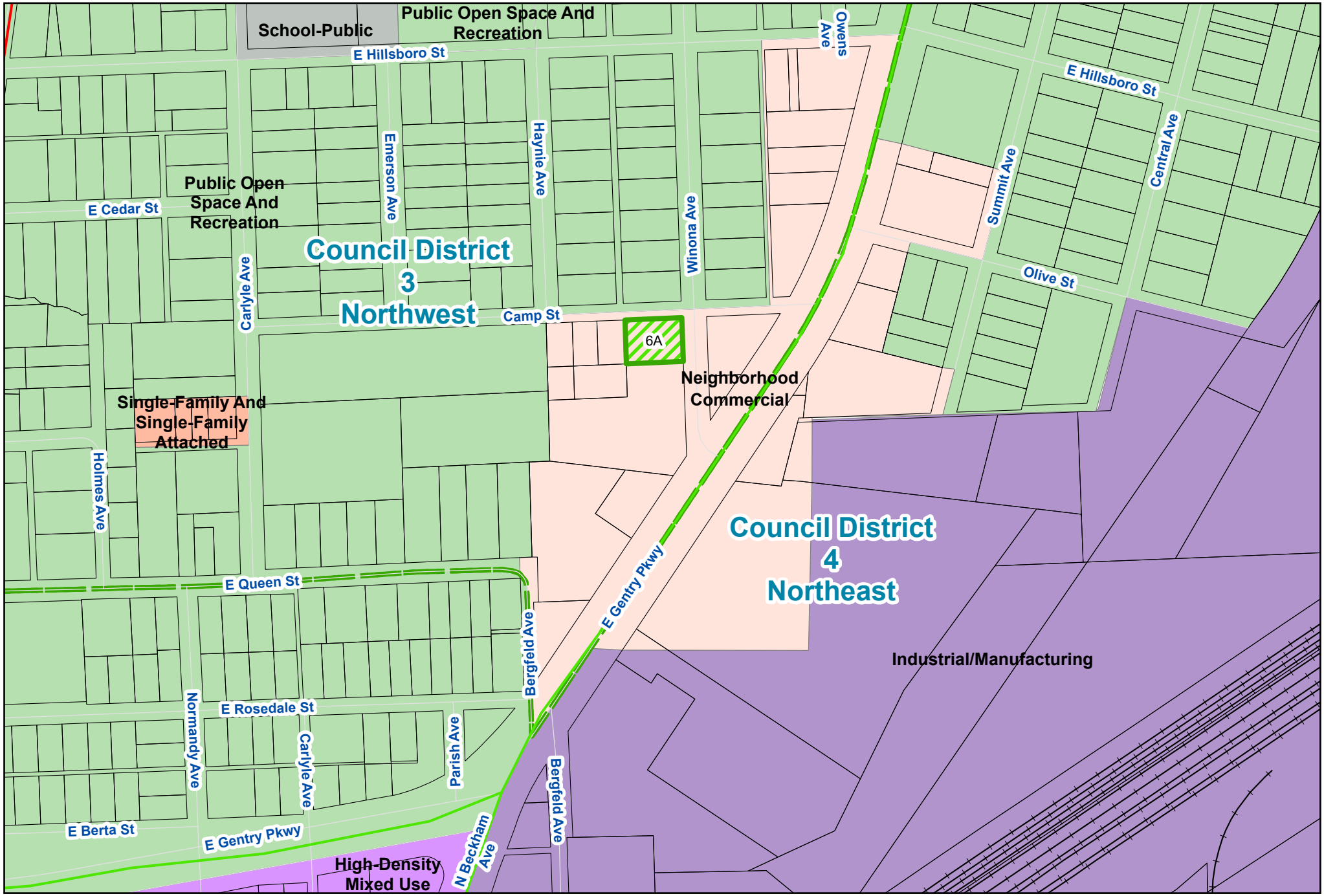
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1 inch equals 300 feet

ZONING CASE
Zoning Case #: Z24-018
Current Zoning: R-1B
Proposed Zoning: PMXD-1
ALICIA RAMIREZ

Subject Property

Council District Boundary



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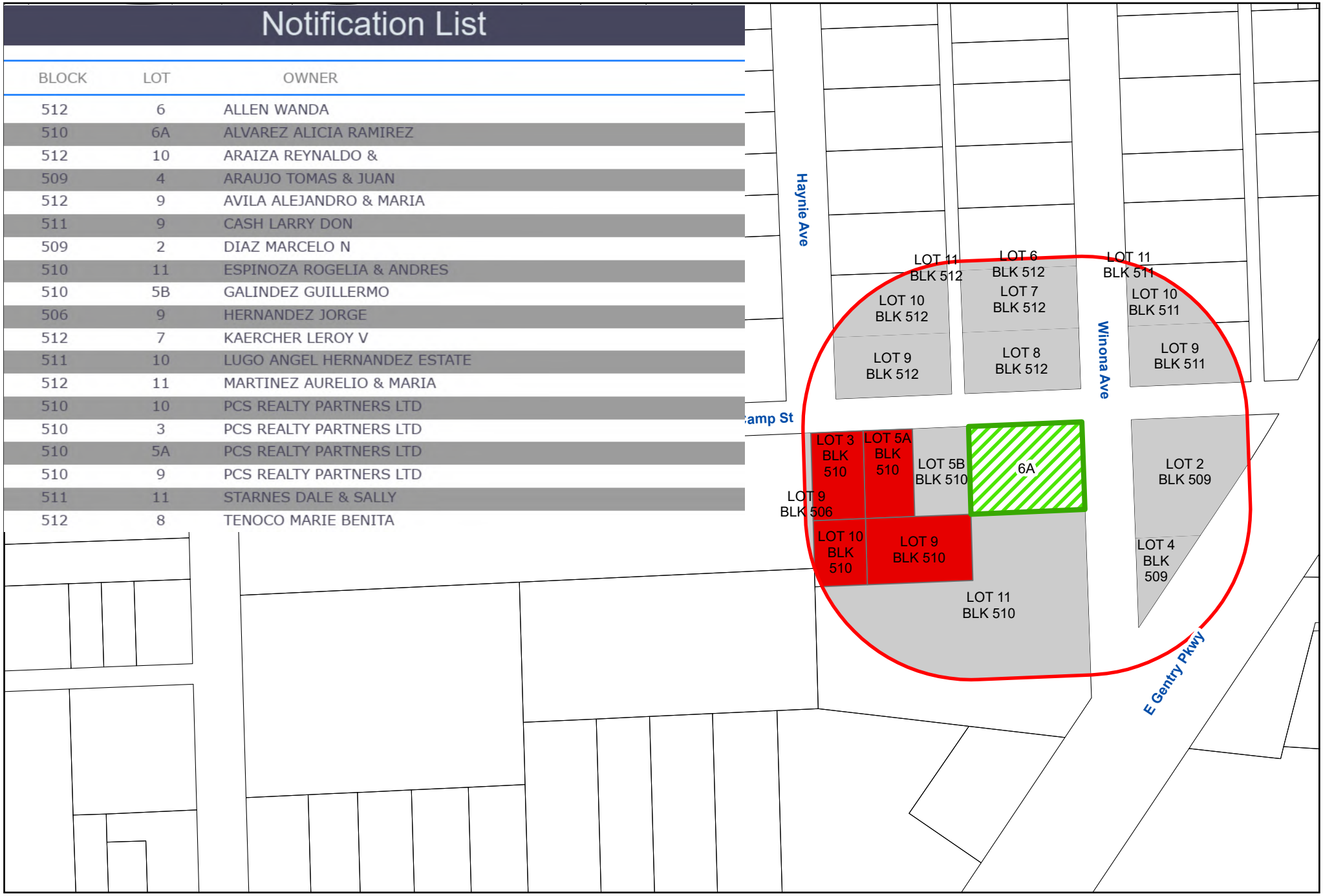
ZONING CASE
Zoning Case #: Z24-018
Current Zoning: R-1B
Proposed Zoning: PMXD-1
ALICIA RAMIREZ

Subject Property

Council District Boundary

Notification List

BLOCK	LOT	OWNER
512	6	ALLEN WANDA
510	6A	ALVAREZ ALICIA RAMIREZ
512	10	ARAIZA REYNALDO &
509	4	ARAUJO TOMAS & JUAN
512	9	AVILA ALEJANDRO & MARIA
511	9	CASH LARRY DON
509	2	DIAZ MARCELO N
510	11	ESPINOZA ROGELIA & ANDRES
510	5B	GALINDEZ GUILLERMO
506	9	HERNANDEZ JORGE
512	7	KAERCHER LEROY V
511	10	LUGO ANGEL HERNANDEZ ESTATE
512	11	MARTINEZ AURELIO & MARIA
510	10	PCS REALTY PARTNERS LTD
510	3	PCS REALTY PARTNERS LTD
510	5A	PCS REALTY PARTNERS LTD
510	9	PCS REALTY PARTNERS LTD
511	11	STARNES DALE & SALLY
512	8	TENOCO MARIE BENITA



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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-018
Current Zoning: R-1B
Proposed Zoning: PMXD-1
ALICIA RAMIREZ

Subject Property
200' Mailed Notification Area
Protest Lots

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. Z-13

Date: July 24, 2024

Subject: Z24-021 TODD YATES (403 NOBLE STREET) Request that the City Council consider adoption of an Ordinance approving a zone change from 'R-MF', Multi-Family Residential District to 'R-2', Two-Family Residential District.

Item Reference:

The applicant is requesting the zone change to build an accessory dwelling unit on Lot 24 of NCB 76, one lot containing approximately 0.16 acres of land located west of the southwest intersection of Oakland Avenue and Noble Street (403 Noble Street).

According to the Unified Development Code (UDC), the R-2 district is primarily intended to accommodate single-family detached and two-family (duplex) housing on individual lots. In addition, the district allows churches, schools, and accessory buildings and uses. The maximum building height is 42 feet. Setback requirements are 25 feet in the front, 25 feet in the rear, 6 feet on the interior side, and 12 feet on the corner side. The minimum lot size is 7,500 square feet.

According to UDC Section 10-617, the City Council will consider the following approval criteria for zoning changes:

a. The application is complete and the information contained within the application is sufficient and correct enough to allow adequate review and final action;
b. The zoning change is consistent with the Tyler 1st Comprehensive Plan;
c. The zoning change promotes the health, safety, or general welfare of the city and the safe, orderly, and healthful development of the city;
d. The zoning change is compatible with the present zoning and/or conforming uses of nearby property and with the character of the neighborhood; and
e. The property to be rezoned is suitable for uses permitted by the District that would be applied by the proposed amendment.

According to UDC Section 10-587, the burden of proof or persuasion is on the applicant to show that an application complies with approval criteria.

The adjacent property to the north is zoned 'M-1', Light Industrial District and is undeveloped. The adjacent properties to the east are zoned 'RPO', Restricted Professional Office District and 'R-MF', Multi-Family Residential District and are developed with office and residential homes. The adjacent

property to the south is zoned 'R-2', Two Family Duplex and is undeveloped. The adjacent property to the west is zoned 'C-2', General Commercial District and is developed with a residential home.

The request is consistent with the Tyler 1st Future Land Use Guide which identifies this property as Single-Family Medium/Low Density.

The applicant is requesting the zone change to build a duplex.

On July 2, 2024, the Planning and Zoning Commission held a public hearing for this request. There was no significant discussion.

As of Friday, July 19, 2024, of the 19 notices mailed, no notices were returned in favor or in opposition to the request.

All other departments have reviewed the application and anticipate no significant impact on services and facilities by the proposed rezoning request.

RECOMMENDATION:

The Planning and Zoning Commission by a 6-0 vote recommends approval of the zone change from 'R-MF', Multi-Family Residential District to 'R-2', Two-Family Residential District.

Attachments:
Ordinance
Location Map
Future Land Use Guide Map
Notification Map

Drafted/Recommended By:
Department Leader Kyle Kingma, AICP, CFM, Planning Director

Edited/Submitted By:
City Manager

ORDINANCE NO. O-2024-

AN ORDINANCE AMENDING THE CITY OF TYLER ZONING ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF TYLER, TEXAS; BY CHANGING THE ZONING FROM "R-MF", MULTI-FAMILY RESIDENTIAL DISTRICT TO "R-2", TWO-FAMILY RESIDENTIAL DISTRICT ON LOT 24 OF NCB 76, ONE LOT CONTAINING APPROXIMATELY 0.16 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST INTERSECTION OF OAKLAND AVENUE AND NOBLE STREET (403 NOBLE STREET); DIRECTING THE AMENDMENT OF THE ZONING MAP; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Tyler, Texas, and the City Council of the City of Tyler, Texas, in compliance with the Charter and the State law with reference to the zoning ordinance of the City of Tyler, Texas, and zoning map, have given requisite notices by publication and otherwise and after holding a due hearing and affording a full and fair hearing to all the property owners, generally and to the persons interested, situated in the affected area and in the vicinity thereof, the City Council is of the opinion that the zoning change should be made as set forth herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

PART 1: That the following zone change is hereby approved as follows:

I. APPLICATION Z24-021

That the following described property, which has heretofore been zoned "R-MF", Multi-Family Residential District, shall hereafter bear the zoning classification of "R-2", Two-Family Residential District, to wit:

On Lot 24 of NCB 76, one lot containing approximately 0.16 acres of land located west of the southwest intersection of Oakland Avenue and Noble Street (403 Noble Street).

PART 2: That the City Manager is hereby ordered and directed to cause the zoning map to be amended to reflect the above described zoning.

PART 3: Should any section, subsection, sentence, provision, clause or phrase be held to be invalid for any reason, such holding shall not render invalid any other section, subsection, sentence, provision, clause or phrase of this ordinance and same are deemed severable for this purpose.

PART 4: That this ordinance shall be effective on and after its date of passage and approval by the City Council.

PASSED AND APPROVED this the 24th day of July A.D., 2024.

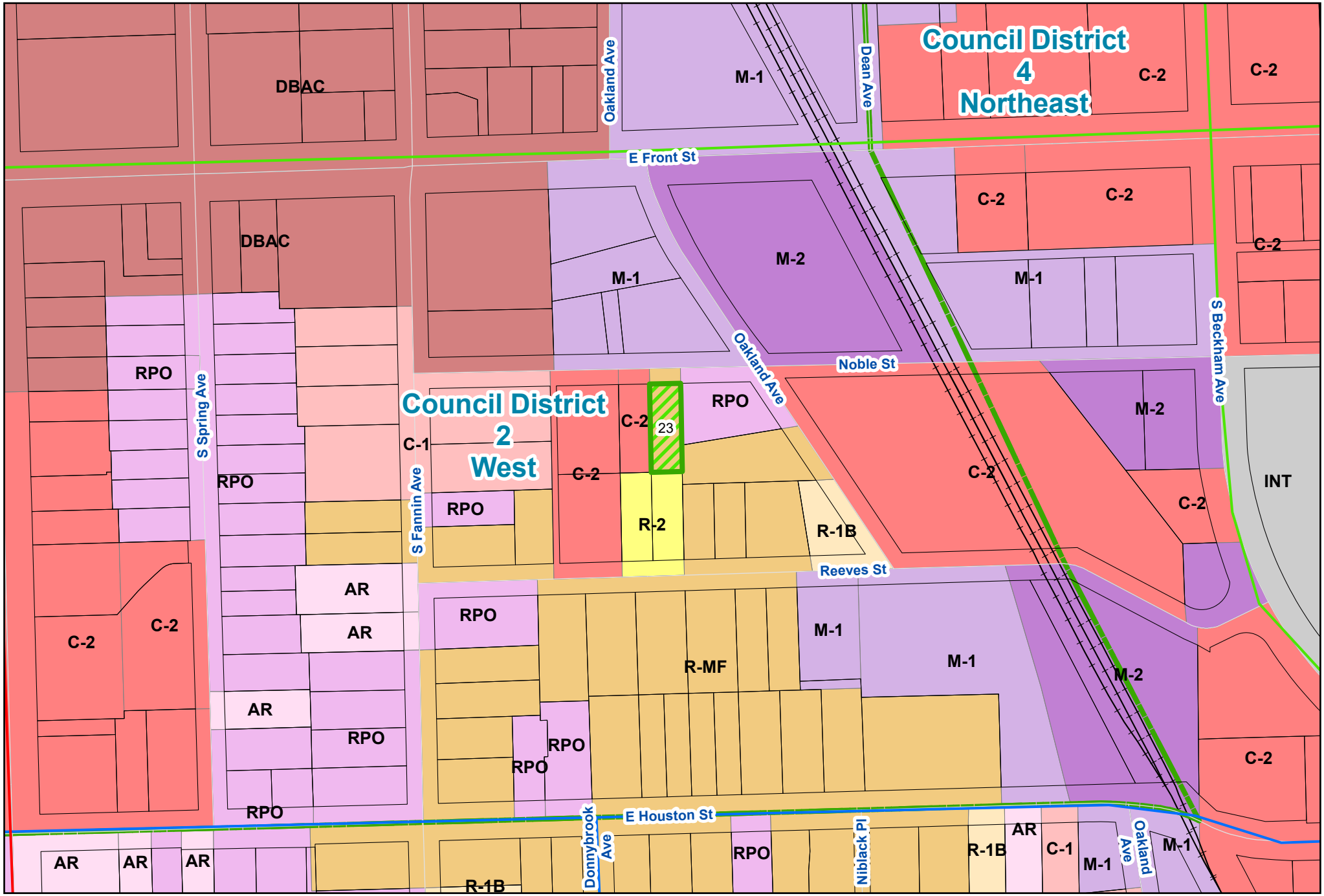
_____
DONALD P. WARREN, MAYOR
OF THE CITY OF TYLER, TEXAS

A T T E S T:

APPROVED:

_____
CASSANDRA BRAGER, CITY CLERK

_____
DEBORAH G. PULLUM,
CITY ATTORNEY



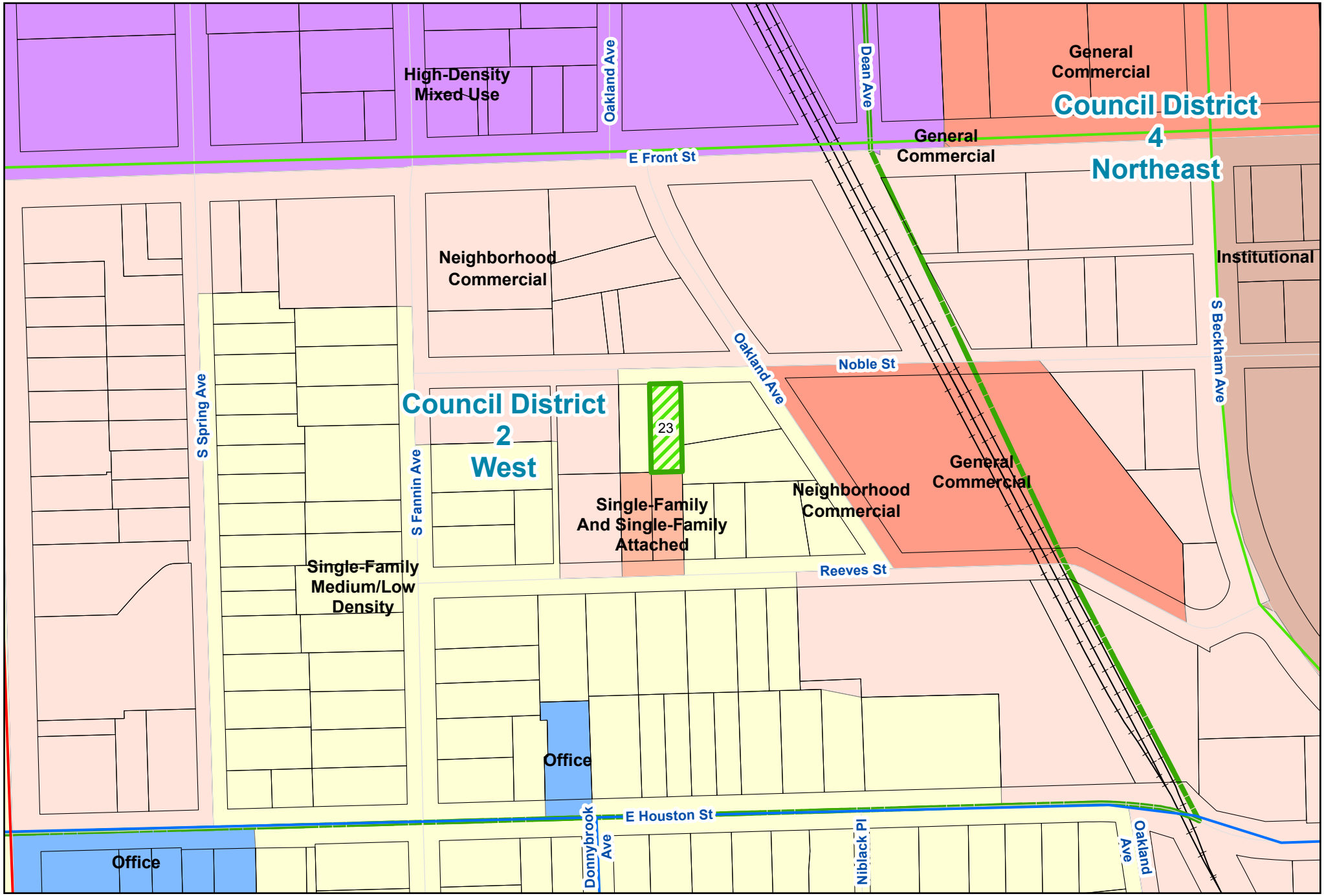
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1 inch equals 200 feet

ZONING CASE
Zoning Case #: Z24-021
Current Zoning: R-MF
Proposed Zoning: R-2
TODD YATES

Subject Property

Council District Boundary



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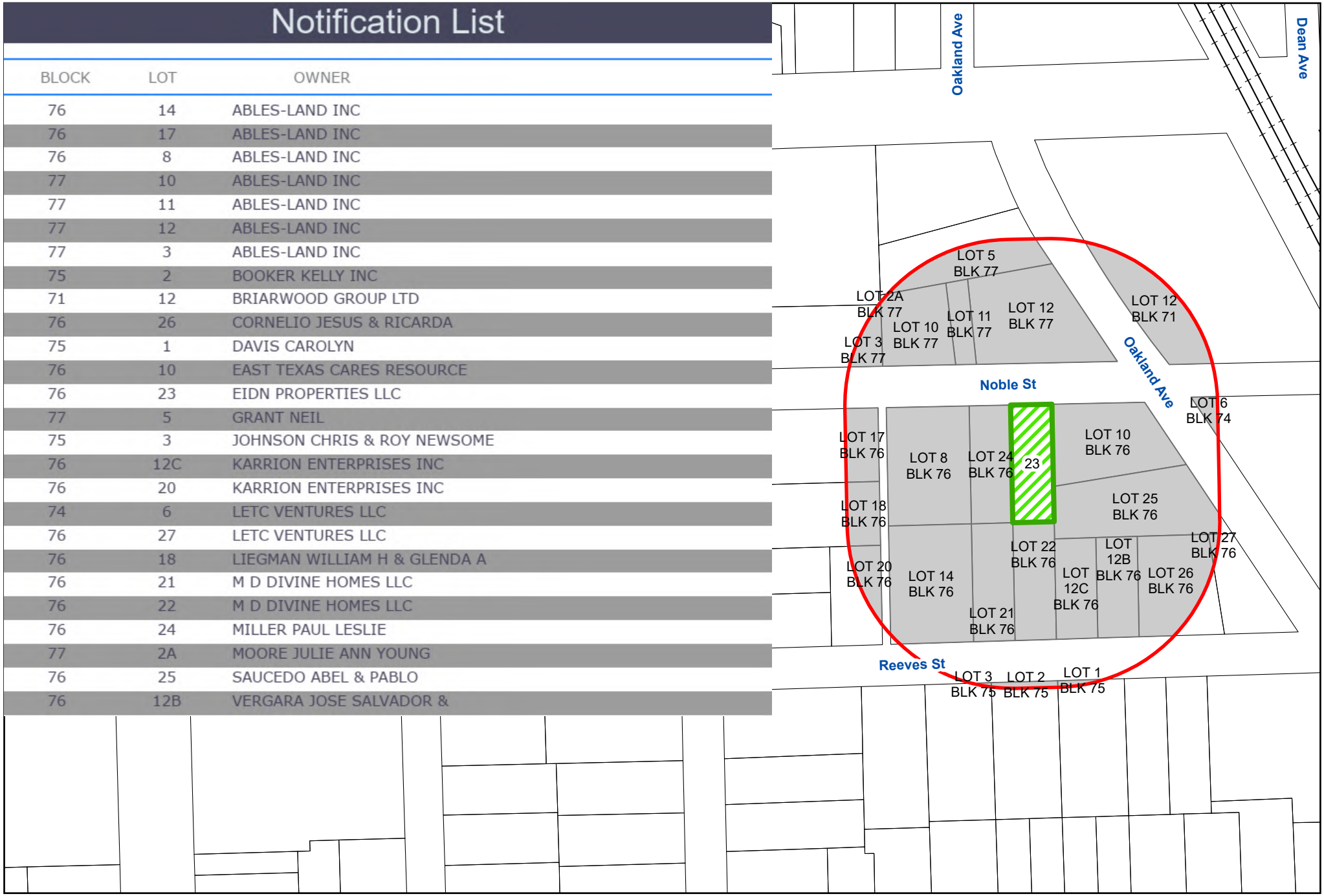
ZONING CASE
Zoning Case #: Z24-021
Current Zoning: R-MF
Proposed Zoning: R-2
TODD YATES

Subject Property

Council District Boundary

Notification List

BLOCK	LOT	OWNER
76	14	ABLES-LAND INC
76	17	ABLES-LAND INC
76	8	ABLES-LAND INC
77	10	ABLES-LAND INC
77	11	ABLES-LAND INC
77	12	ABLES-LAND INC
77	3	ABLES-LAND INC
75	2	BOOKER KELLY INC
71	12	BRIARWOOD GROUP LTD
76	26	CORNELIO JESUS & RICARDA
75	1	DAVIS CAROLYN
76	10	EAST TEXAS CARES RESOURCE
76	23	EIDN PROPERTIES LLC
77	5	GRANT NEIL
75	3	JOHNSON CHRIS & ROY NEWSOME
76	12C	KARRION ENTERPRISES INC
76	20	KARRION ENTERPRISES INC
74	6	LETC VENTURES LLC
76	27	LETC VENTURES LLC
76	18	LIEGMAN WILLIAM H & GLENDA A
76	21	M D DIVINE HOMES LLC
76	22	M D DIVINE HOMES LLC
76	24	MILLER PAUL LESLIE
77	2A	MOORE JULIE ANN YOUNG
76	25	SAUCEDO ABEL & PABLO
76	12B	VERGARA JOSE SALVADOR &



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1 inch equals 150 feet

ZONING CASE
Zoning Case #: Z24-021
Current Zoning: R-MF
Proposed Zoning: R-2
TODD YATES

Subject Property
200' Mailed Notification Area

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-1

Date: July 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute a professional services contract, in the amount of $449,275.00, with Halff Associates, Inc., for the development of a Lake Tyler Master Plan.

Item Reference:

The current Lake Tyler Master Plan was adopted by the City of Tyler on April 27, 2011 and the City has decided to update this Master Plan. This updated Master Plan will revisit recommendations made in the current Master Plan and make edits and/or additions to that Master Plan to meet the current and future needs of the City at Lake Tyler and Lake Tyler East. Halff's objective will be to provide the City with a viable set of recommendations to guide decision-making with regard to development opportunities and establish policies for their implementation.

Planning and development, recreation, and water quality are among focus areas of the proposed master plan for evaluation and opportunities to recommend positive impacts for both lakes. Halff's intention is to take a comprehensive look at both reservoirs and surrounding areas/properties to discuss with the City and various stakeholder groups and residents to gather information and input from these critical sources, with the desired outcome being a holistic, coherent, and well-conceived Master Plan.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute a professional services contract in the amount of $449,275.00, with Halff Associates, Inc., for the development of a Lake Tyler Master Plan.

Attachments:
Engineering Contract

Drafted/Recommended By:
Department Leader Nikki Ingram, P.E./Kate Dietz, P.E., Director of Utilities

Edited/Submitted By:
City Manager

STATE OF TEXAS §

COUNTY OF SMITH §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This AGREEMENT is entered into, with an Effective Date of _____ _____, _____ [*insert date of last party's signature*], by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and Halff Associates, Inc. (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as **"**Lake Tyler Master Plan**"** (hereinafter called the Project).

OWNER and E/A in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and/or architectural services by E/A and the payment for those services by OWNER as set forth below.

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

1.1.1. E/A shall provide for OWNER professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional E/A representative for the project, providing professional engineering and/or architectural consultation and advice and furnishing customary civil services incidental thereto.

1.1.2. **If the Project is a "civil works" project, as defined by Sec. 2269.351 of Tex. Gov. Code Ann., then Exhibit "F" does NOT apply.** "**Civil works"** projects are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

1.1.3. **If the Project is related to "public works" projects or construction contract affecting City-owned buildings, then this contract IS SUBJECT TO ADDITIONAL PROVISIONS FOUND IN EXHIBIT "F", which is attached and incorporated for all purposes herein. "Public Works"** is defined by Tex. Gov. Code Ann., Sec. 2269.001 (6) as a contract for constructing, altering, or repairing a public building or carrying out any public work.

1.1.4. If Exhibit "F" is applicable and there is a conflict between this Agreement and Exhibit "F", provisions in Exhibit "F" shall control.

1.2. Study and Report Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having

jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth E/A's findings and recommendations. This Report will be accompanied by E/A's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for E/A costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish multiple copies of the Study and Report documents (not to exceed six (6) copies) and review them in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish multiple copies of the above Preliminary Design documents and present and review them in person with OWNER, not to exceed six (6) copies.

1.3.6. Derive right-of-way (ROW) data and easement documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

1.4.5. Furnish multiple copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER, not to exceed six (6) copies.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable,

maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Assist OWNER in issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.6.1. *Preconstruction Conference.* Coordinate, schedule and attend a preconstruction conference with the OWNER, other utility owners, contractors and other interested parties to determine and coordinate construction scheduling and responsibilities.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. E/A shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, E/A shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and E/A shall keep OWNER informed of the progress of the work.

1.6.2.2. The purpose of E/A's visits to the site will be to enable E/A to better carry out the duties and responsibilities assigned to and undertaken by E/A during the Construction Phase, and in addition, by exercise of E/A's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, E/A shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall E/A have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction elected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, E/A can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Interpretations and Clarifications.* E/A shall issue necessary interpretations and clarifications of the Contract Documents as requested by the OWNER.

1.6.4. *Subsurface Exploration.* Coordinate core borings, probing or subsurface explorations, issue orders for necessary laboratory tests and inspect samples or materials submitted for laboratory testing.

1.6.5. *Shop Drawings.* E/A shall review and approve (or take other appropriate action in respect of) samples, catalog data, shop drawings other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. *Substitutes.* E/A shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and make recommendations to OWNER, subject to the provisions of paragraph 2.2.2.

1.6.7. *Tests.* E/A shall verify that tests, including equipment and start-up, which are required by the specifications and contract documents, are conducted and that the Contractor maintains adequate records thereof and shall observe, record and report to the OWNER appropriate details relative to the test procedures and start-ups.

1.6.8. *Applications for Payment.* Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractors' applications for payment, determine the amount owing to the Contractor(s) and recommend in writing payment to the Contractor(s) in such amounts; such recommendations of payment to constitute a representation to the OWNER, based on such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, work is in accordance with the plans, specifications and contract documents, subject to the specifications and contract documents and any qualifications stated in his approval.

1.6.9. *Final Inspection.* Conduct, in company with the OWNER'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the plans, specifications and contract documents, and recommend in writing final payment to the Contractor.

1.6.10. *Disputes between OWNER and Contractor.* E/A shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed thereunder. E/A shall also make recommendations to OWNER on all claims of Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER has the final decision with regard to such disputes.

1.6.11. *Limitation of Responsibilities.* E/A shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except E/A's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release E/A from liability for failure to properly perform duties and responsibilities assumed by E/A in the Contract Documents.

1.7. Operational Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.7.1. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

1.7.2. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to E/A and furnish one (1) set of the revised reproducible drawings and one set of drawings in PDF format to the Owner.

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, E/A shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.13. inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in this Agreement; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.2. Services to make measured drawings of or to

investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond E/A's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs E/A to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. Services during out-of-town travel required of E/A other than visits to the site or OWNER's office as required by Section 1.

2.1.9. Assistance in connection with bid protest, rebidding, or renegotiating contracts for construction, materials, equipment or services when E/A did not create or contribute to the event or situation requiring said assistance, rebidding, renegotiating, materials, equipment, or services.

2.1.10. Providing any type of property surveys or related engineering or architectural services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.11. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.

2.1.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless E/A created or contributed to the cause of the litigation.

2.1.13. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond E/A's control, E/A shall furnish or obtain from others, as circumstances require during construction and with specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. E/A shall advise OWNER promptly before starting any of the following additional services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or

excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operations Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of E/A:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to E/A's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist E/A by placing at E/A's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to E/A, as required for performance of E/A's Basic Services (except to the extent provided otherwise in this Agreement) the following:

3.4.1. data prepared by or resulting from the services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys, to the extent required by E/A, and only if not required to be performed by E/A as set out in E/A's Proposal;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

all of which E/A may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (unless required to be performed by E/A as Basic Services under E/A's Proposal) to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for E/A to enter upon public and private property as required for E/A to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by E/A, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of E/A.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless required to be performed by E/A as Basic Services under this Agreement.

3.9. Provide such accounting, independent cost

estimating and insurance counseling services as may, in the judgement of the OWNER, be required for the Project, such legal services as OWNER may require or E/A may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not E/A or E/A's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of E/A and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to E/A data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive) so that E/A may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to E/A whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of E/A's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct E/A to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. E/A shall not be obligated to bear any of the costs of compliance with this Section 3.

SECTION 4—PERIODS OF SERVICE

4.1. The services provided by the E/A and the various rates of compensation for E/A's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Operational Phase. E/A's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Section 8 of this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of E/A, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

4.2. A schedule for completion of each phase of the project is provided in the attached sample Work Order. If the E/A determines or reasonably anticipates that the project, (or any of its phases), cannot be completed before the specified completion date, the E/A shall submit a revised schedule to the OWNER for approval.

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

5.1. Methods of Payment for Services and Expenses of E/A.

For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by E/A hereunder, as the same are set out in the attached sample Work Order, “Exhibit “A”,

5.2. Times of Payment.

E/A shall submit clear and detailed monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements shall show the percent of work completed and amount billed to date, broken down by activity or task. All monthly statements shall be in a form as specified by and acceptable to OWNER.

SECTION 6—CONSTRUCTION COST AND

OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by E/A, but it will not include E/A's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

It is understood by the Parties that E/A has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, E/A's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of E/A's experience and qualifications and represent E/A's best judgment as an experienced and qualified professional E/A, familiar with the construction industry; but E/A cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by E/A. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. During the construction phase of the Project, and except as provided under **Exhibit F-Procedure for Correcting Construction Defects** which is applicable when the construction is to a City-owned building or other public work, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.1.2 The termination requirements in Sec. 7.1.1 shall be applicable to civil works construction projects but shall not be applicable to construction contracts related to City-owned buildings and other public works unless and until *after* the procedures are followed as outlined in Exhibit “F” to identify and correct construction defects.

7.1.3 During the design phase of the Project, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.2. Reuse of Documents.

The E/A’s Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations and other data related to the Project) are and shall remain the property of the E/A until payment of the E/A in full. Upon payment of the E/A in full, said E/A’s Instruments of Service shall pass to and become the property of the OWNER without restriction as to their subsequent uses. E/A acknowledges that OWNER is a governmental entity and that all Instruments of Service in respect of the Project, upon completion of the Project, shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents. In the event that a valid Public Information Request is received prior to completion of the Project and payment of the E/A in full, OWNER shall work with the E/A to protect any information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed

by State law.

7.3. Insurance.

7.3.1. The E/A agrees, at its sole expense, to maintain on a primary basis during the life of this Contract and the performance of Work hereunder, insurance coverage, limits, and endorsements required herein, unless otherwise noted. Insurance required by this contract for the OWNER as additional insured shall be primary insurance and not contributing with any other insurance available to OWNER.

7.3.2 The E/A agrees to provide evidence of the following coverage's at execution of contract:

- **Commercial General Liability:** E/A agrees to maintain Commercial General Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence, two million dollars ($2,000,000) General Aggregate per project. E/A agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Products - Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage (X = Explosion Hazard; C = Collapse Hazard; U = Underground Damage), Contractual Liability or Cross Liability. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Business Automobile Liability:** E/A agrees to maintain Business Automobile Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence. Coverage shall include bodily injury and property damage liability arising out of the operation, maintenance and use of Any Auto, or All Owned Autos, and Hired Autos, and Non-Owned automobiles. In the event E/A does not own automobiles, E/A agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Professional Errors and Omissions Liability:** E/A agrees to maintain Professional Errors and Omissions Liability at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate. The E/A agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Agreement, or the performance of services hereunder. The E/A agrees the Self-Insured-Retention shall not exceed twenty-five thousand dollars ($25,000). This coverage may be provided on a Per-Project Basis.

- **Pollution Liability Insurance** (if required by a City Operational Department): If a City Operational Department requires Pollution Liability coverage, the E/A agrees to maintain Pollution Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate.

- **Commercial Umbrella / Excess Liability:** E/A agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than five million dollars ($5,000,000) Each Occurrence, five million dollars ($5,000,000) General Aggregate. The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the OWNER is automatically defined as an Additional Protected Person. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Worker's Compensation and Employer's Liability**: The E/A agrees to maintain its own Workers' Compensation Insurance pursuant to statutory limits. See TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401; TEX. ADMIN CODE, Title 28, Part 2. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

  The E/A agrees to maintain its own Employer's Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Bodily Injury by Accident, one million dollars ($1,000,000) Bodily Injury by Disease Each Occurrence, one million dollars ($1,000,000) Bodily Injury by Disease Aggregate Limit.

See Exhibit "D" Certificate(s) of Insurance and Endorsements for a chart and checklist providing a summary and overview of the insurance requirements.

7.3.3 In the event the E/A performs any site work, then all the insurance required herein will need to be evidenced prior to commencement of said site work.

7.3.4. The E/A agrees the insurance requirements herein as well as OWNER'S review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the E/A under this Agreement.

7.4. Additional Insured Endorsements.

7.4.1 The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial General Liability. E/A shall choose one of the three Endorsement Options stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.

The form of the endorsement(s) shall be:

Option 1:

CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractor – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 2:

CG 20 10 07 04
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 3:

GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work

AND, the additional endorsement of

GA 233 02 07
Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

E/A shall attach actual copies of the endorsements.

7.4.2 Additionally, E/A agrees to endorse the OWNER as an "Additional Insured" under the Commercial Umbrella / Excess Liability and the Pollution Liability Insurance, if required, as also provided herein.

7.4.3 The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Tyler."

7.5. Deductibles, Coinsurance Penalties and Self-Insured Retention.

E/A agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to OWNER, the E/A agrees, when requested by OWNER, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

7.6. Waiver of Subrogation.

E/A agrees by entering into this written Agreement to a Waiver of Subrogation in favor of the OWNER for each required policy providing coverage during the life of this Agreement. E/A agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement and provide such endorsement to OWNER. This Waiver of Subrogation requirement shall not apply to any

policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the E/A enter into such an agreement on a pre-loss basis.

7.7. Subconsultants' Insurance.

In the event any work is sublet, the E/A shall require its subconsultants to similarly provide the same coverage as the E/A, and shall acquire evidence of such coverage on behalf of the OWNER.

7.8. Insurance Effective Until Completion.

Insurance coverage, limits, and endorsements required herein shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.9. Right to Revise or Reject Insurance.

7.9.1 E/A agrees the OWNER reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

7.9.2 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office in the OWNER'S Legal Department for their adequacy as to form, content, form of protection, and providing company. Additionally, the OWNER reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Texas. In such events, OWNER shall provide E/A written notice of such revisions or rejections.

7.10. Certificate of Insurance.

7.10.1 Before commencement of any work, the E/A agrees to provide OWNER with **Certificate(s) of Insurance and Endorsements** that clearly evidence that E/A's insurance contains the minimum coverages, limits, and endorsement requirements set forth herein, and which shall be attached as Exhibit "D" of this Agreement. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate(s) of Insurance. In the event the OWNER is notified that a required insurance coverage will cancel or expire during the period of this Agreement, the E/A agrees to furnish OWNER prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by OWNER, the E/A agrees to not continue Work pursuant to this Agreement, unless all required insurance remains in effect.

7.10.2 The OWNER shall have the right, but not the obligation, of prohibiting E/A from entering the Work site until a new Certificate of Insurance is provided to the OWNER evidencing the replacement coverage. The E/A agrees the OWNER reserves the right to withhold payment to E/A until evidence of reinstated or replacement coverage is provided to the OWNER. If the E/A fails to maintain the insurance as set forth herein, the E/A agrees the OWNER shall have the right, but not the obligation, to purchase replacement insurance, which the E/A agrees to reimburse any premiums or expenses incurred by the OWNER.

7.10.3 Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the E/A's responsibility for payment of damages resulting from his operations.

7.12. Non-compliance; Breach.

The E/A's failure to comply with any of the provisions of paragraphs 7.3 through 7.11, inclusive, is a breach of contract by the E/A which entitles the OWNER to declare the contract void if the E/A does not remedy the breach within ten days after receipt of notice of breach from the OWNER.

7.13. Indemnity.

E/A AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST

LIABILITY FOR LIENS, DEMANDS, AND DAMAGES FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES IN PROPORTION TO E/A'S LIABILITY, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONAL TORTIOUS ACTS OR OMISSIONS OF E/A, E/A'S SUBCONSULTANTS, AGENTS, OR ANYONE FOR WHOSE ACTS THE E/A OR SUBCONSULTANT MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE OWNER. THE E/A'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7.14. Certificate of Interested Parties.

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval. If required, the Certificate of Interested Parties (Form 1295) shall be attached as Exhibit "E".

7.15. Controlling Law.

This Agreement is to be governed by the law of the state of Texas. Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court. This provision shall supersede any other references in the Agreement.

If this Project includes construction activities to City-owned buildings or other public works, Exhibit "F" provisions shall be applicable.

7.16. Successors and Assigns.

7.16.1. OWNER and E/A each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and E/A (and to the extent permitted by paragraph 7.16.2 the assigns of OWNER and E/A) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.16.2. Neither OWNER nor E/A shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent E/A from employing such independent professional associates and consultants as E/A may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by E/A.

7.16.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and E/A, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and E/A and not for the benefit of any other party.

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

Any other provisions of this Agreement or other documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Agreement and the respective duties and responsibilities of OWNER and E/A affected thereby:

8.1.1. As to the contractual relationship between E/A and OWNER, E/A is and shall be considered in all things an independent contractor.

8.1.2. OWNER reserves the right, with E/A's agreement, to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall not in any way affect the E/A's responsibilities to perform the services set out therein.

8.2. Exhibits.

The following exhibits are attached to and made a part of this Agreement:

- *Exhibit A - E/A's Work Order,*
- *Exhibit B - Certificate of Insurance and Endorsements,*
- *Exhibit C - Certificate of Interested Parties (Form 1295) (if required),*
- *Exhibit D - Procedure for Correcting Construction Defects (Applicable only to construction contracts affecting City-owned buildings and other public works)*

Provided, however, that where the terms and provisions of the above-referenced exhibit(s) shall conflict with the terms and provisions of this standard contract, this standard contract shall control. **However, if Exhibit "F" is applicable, provisions therein shall control over any other conflicting provisions.**

8.3. Entire Agreement.

8.3.1 This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between OWNER and E/A and supersede all prior or oral understandings.

8.3.2 This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.4. Effective Date.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

8.5. Severability.

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.6. Waiver.

The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

8.7. Notices.

Any notices provided under this Agreement shall occur in writing, by certified or registered mail delivery, receipt requested. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

E/A:
Halff
Attn: Mark Priestner
1121 ESE Loop 323, Suite 117
Tyler, Texas 75701

OWNER:
City of Tyler
Attn: Nikki Ingram
P.O. Box 2039
Tyler, TX 75710

8.8. Venue.

Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for action in federal court. This provision shall supersede any other references in the Agreement.

(The remainder of this page was left blank intentionally.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: Item No.
DATE APPROVED: Enter approval date

FOR THE E/A:

By: Michael W. Medford
Vice President 06/14/2024

Michael W. Medford
Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael W Medford, who is known to me, or who was proved to me through TX D.L./Personally Known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of June, 2024.

JENNIFER CARTER DAVIN
Notary Public, State of Texas
Comm. Expires 08-24-2027
Notary ID 134524585

Jennifer Carter Davin
Notary Public In and For The State of Texas

My Commission Expires: 08-24-2027

Jennifer Carter Davin
Notary's Printed Name

INDEX OF EXHIBITS

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(Applicable only to construction contracts affecting City-owned buildings and other public works)

Exhibit A - E/A's Work Order / Scope of Services

EXHIBIT A
SCOPE OF SERVICES

CITY OF TYLER
Lake Tyler and Lake Tyler East Master Plan
June 21, 2024

Project Introduction and Understanding

The City of Tyler has requested that Halff develop a scope of work and associated fees to produce a Master Plan for Lake Tyler and Lake Tyler East.

The current Lake Tyler Master Plan was adopted by the City of Tyler on April 27, 2011 and the City has decided to update this Master Plan. This updated Master Plan will revisit recommendations made in the current Master Plan and make edits and/or additions to that Master Plan to meet the current and future needs of the City at Lake Tyler and Lake Tyler East. Halff's objective will be to provide the City a viable set of recommendations to guide decision-making with regard to development opportunities and establish policies for their implementation. Planning and development, recreation, and water quality are among focus areas of the proposed master plan for evaluation and opportunities to recommend positive impacts for both lakes. Halff's intention is to take a comprehensive look at both reservoirs and surround areas/properties to discuss with the City and various stakeholder groups and residents to gather information and input from these critical sources, with the desired outcome being a holistic, coherent, and well-conceived Master Plan.

Proposed Project Task Listing

- Task 1 Project Meetings
- Task 2 Project Management
- Task 3 Public Outreach and Involvement
- Task 4 Environmental Assessments/Analysis
- Task 5 Water Resources/Water Quality Assessment
- Task 6 Planning/Recreation/Tourism
- Task 7 Public Safety
- Task 8 Capital Improvement Projects (CIP) Development
- Task 9 Grant Funding Opportunities

SCOPE OF WORK

TASK 1: PROJECT MEETINGS

1. Meetings - This task includes periodic meetings with the design team and the City of Tyler for project design collaboration and troubleshooting, status updates, and project management decision making. Design coordination with the City of Tyler and between Halff teams internally along with collection of requisite information pertinent to the development of aspects of this master plan is also included in this task. These meetings may take place in person or virtually through Microsoft Teams.

2. For the purposes of this scope of work, Halff will assume one (1) project kickoff meeting and monthly status update meetings for the duration of the project. These meetings will be included in a lump sum fee. Meetings held in addition to those described above that are associated with this task will be billed on an hourly basis, as the total number and length of meetings may vary greatly and is not possible to determine at this time.

TASK 2: PROJECT MANAGEMENT

1. Field Visits – Verifying field conditions will be a crucial element to this project and each discipline involved will need to conduct field visits for varying reasons related to specific tasks. Halff will utilize resources such as updated aerial photographs and topographic maps to the greatest extents practical to reduce project costs.

2. Progress Reports and Invoicing – This task includes review and preparation of monthly progress reports and invoices.

3. Project Schedule Preparation – This task includes the preparation of an overall project design schedule for review by the City of Tyler. The proposed project schedule may be found in **Exhibit B.**

4. Miscellaneous project management/coordination – This item includes all phone calls, conference calls, email correspondence, internal team coordination, project scheduling and updates, and online meetings necessary for the completion of the project with the City of Tyler and/or other stakeholders or authorities having jurisdiction.

TASK 3: PUBLIC MEETINGS/PUBLIC INVOLVEMENT

1. Public Engagement Plan (PEP) – Halff will work with City of Tyler to finalize the public engagement plan. The documented public engagement plan will be used to guide community engagement efforts and will expand upon this Scope of Services by outlining key milestones, outreach techniques, responsible parties, anticipated outreach schedule and by noting how each activity integrates with the planning process.
2. Public Meetings - Halff will hold two (2) public meetings throughout the duration of the Project. The exact dates and format will be determined in the PEP. Halff will prepare the necessary materials and activities, while the Client will assist with securing a location, advertising, and staffing the open houses. The Client will be responsible for advertising the meeting(s) through various channels, such as social media, the website, and other media outreach tools.
3. Stakeholder Listening Sessions – In coordination with City staff, Halff will identify stakeholders and conduct two (2) listening sessions with Lake Tyler and Lake Tyler East stakeholders and the City of Tyler. These stakeholders may include the following listed below, this list will be confirmed by the City at project kick meeting and through the development of the PEP:
    a. Water Customers – City of Tyler
    b. Tourists
    c. Recreation Facility Users

d. Lessees – Residents on Lake Tyler
e. Commercial Leaseholders on Lake Tyler

4. Intercept Surveys – Halff will develop a brief survey specific to needs and opportunities for Lake Tyler and Lake Tyler East in order to receive user feedback. The surveys will be advertised via "yard signs" (containing QR codes) located in Lake Tyler and Lake Tyler East.
5. The City will support Halff by using City of Tyler media sources for public notices, advertisements, etc.
6. The City will reimburse Halff for any costs associated with advertisements, facilities rentals, or other expenses associated with public involvement efforts, as approved by the City and according with the reimbursement conditions described in **Exhibit C.**

TASK 4: ENVIRONMENTAL ASSESSMENTS/ANALYSIS

- Analyze and evaluate existing environmentally related recommendations from 2011 Master Plan.
- Analyze current TCEQ surface water quality requirements as they apply to the lakes and incorporate new requirements into updated Master Plan.
- Perform desktop review using aerial photographs and regulatory databases to identify potential point sources of bacteria and other chemicals of concern (COCs), including per- and polyfluoroalkyl substances (PFAS).
- Identify oil and gas well activities in proximity to the lakes that could impact lake water quality.
- Based upon the results of the desktop and oil/gas well reviews, develop conceptual visual inspection and water quality sampling program for the lakes.
- Collaborate and coordinate with authorities having jurisdiction (i.e. TCEQ, TPWD, TWDB, etc.) to align recommendations with current regulatory requirements.

TASK 5: WATER RESOURCES ASSESSMENT

A. Watershed Description
1. Attend one (1) in-person meeting with City staff to review task objectives and confirm available data (charges for meetings will be made under **Task 1**).
2. Obtain current LiDAR from City. If this is not available, advise the City regarding their purchase of new LiDAR. (The cost of LiDAR purchase is not included in this task.)
3. Obtain current aerials. If this is not available, advise the City regarding their purchase of new aerial photography. (The cost of new aerials photography is not included in this task.)
4. Compare recent aerial and LiDAR imagery to that which was used in the previous plan to identify areas of land use changes near the reservoirs.
5. Document land use changes of areas immediately surrounding both reservoirs.
6. Leverage the United State Geological Survey (USGS) National Agriculture Imagery Program (NAIP) to establish development trends and project potential future development within the Lake Tyler and Lake Tyler East watersheds. Apply Artificial Intelligence (AI) and Machine Learning (ML) to train the model to predict future land use

and other relevant parameters. Evaluate up to three (3) time periods as part of the future land use prediction.
7. Update current land use description.
8. Review existing watershed or stormwater programs to assess best management practices (BMPs) and other enhancements to improve programmatic outcomes.
9. Update the lake levels according to USGS gauge readings since previous plan.
10. Prepare draft technical memorandum documenting the watershed description.
11. Perform QAQC of draft technical memorandum.
12. Attend one (1) in-person meeting with City staff to review the results of the current and future land use conditions. Obtain feedback on draft technical memorandum (charges for meeting will be made under **Task 1**).
13. Prepare final technical memorandum.

B. Shoreline Condition Assessment of Public Spaces
1. Attend one (1) virtual meeting with City staff to review task objectives.
2. Perform a desktop analysis and conduct one (1) site visit to create an inventory of existing assets at Lake Tyler and Lake Tyler East. The inventory should include the following:
    a. Public assets: water and wastewater infrastructure, stormwater infrastructure, roadways, public docks, public boat ramps, retaining walls, revetments (rip rap), other erosion protection measures, and public infrastructure located on public property adjacent to public rights-of-way.
    b. Private assets: private docks and private boat ramps.

    Note: The dams are specifically excluded from this inventory.
3. Assess the condition of each public asset and prioritize for repair and/or replacement.
4. Use available data and inventory to associate lake depths with public docks to determine potential impacts to boat access. Review and confirm or revise the lake levels at which the drought stages impact boating and park recreation activities.
5. Review the City's current public notification program when docks become inaccessible and recommend updates, as appropriate, based on updated data.
6. Obtain necessary data to develop wave propagation (runup) modeling and overtopping at up to six (6) public recreation areas, including using the new bathymetric data, historical wind records, and anecdotal wave data.
    1. Develop 2D wave propagation model for Lake Tyler and Lake Tyler East.
    2. Investigate the impact of up to three (3) lake elevations for up to eight (8) wind directions using constant wind speed on the wave propagation to cover the shoreline areas at risks for erosion. Identify the residual risk.
    3. Identify erosion areas along the shoreline banks and the streams/tributaries flowing into the lakes in the public right-of-way.
    4. Prioritize the erosion areas to be addressed.
7. Develop up to two (2) conceptual alternatives for each recreation area to address erosion areas and provide to City for consideration, including cost estimates and permit requirements, if any. (12 total alternatives)
8. Prepare draft technical memorandum summarizing the shoreline condition assessment of public rights-of-way at Lake Tyler and Lake Tyler East as identified in this task.
9. Perform QAQC of draft technical memorandum.
10. Attend one (1) meeting with City staff to review and obtain feedback on draft technical memorandum.
11. Prepare final technical memorandum.

Potential Additional Services (not a part of this scope of work)

- Bathymetric survey
- Reservoir yield analysis
- Sedimentation analysis
- Sedimentation reduction (this can be added if sedimentation is excessive)
- Reservoir capacity restoration (this can be added if sedimentation is excessive)
- Sediment analysis to determine regulatory disposal requirements (this can be added if sedimentation is excessive)
- Invasive species/plants (identify threats in the region; develop plan to address each potential threat)
- Vegetation management (document current vegetation management program; identify threats within the region; develop a plan to address each threat)
- Total Maximum Daily Load (TMDL) study
- 303(d) impaired stream segments (identify streams flowing into lakes that are or could become impaired; develop plan to address stream degradation; develop plan to proactively protect water quality of all streams and tributaries flowing into lakes)

Task 5 documents to be provided by City:

- LiDAR
- Aerial photography
- Existing parks and lakes studies and plans
- GIS base map files, including parks and public spaces
- Original reservoir yield analysis for both reservoirs

Task 5 deliverables include:

- Six (6) Draft technical memoranda
- Six (6) Revised draft technical memoranda
- Six (6) Final technical memoranda
- Presentation for City Council meeting

Task 5 does not include:

- Purchase of new LiDAR
- Purchase of new aerials
- Site inspections or documentation except what is specified in Task 5
- Field work except what is specified in Task 5
- Training
- Survey

TASK 6: PLANNING/RECREATION/TOURISM

The Planning portion will look at the property owned by the City of Tyler on both Lake Tyler and Lake Tyler East. We will analyze existing conditions, development patterns and opportunities for future development/redevelopment. Tasks will include the following:

- Review existing ordinances governing the lakes for compliance with TCEQ standards Resilience standards and best practices for development.
- Make recommendations for ordinance updates (where applicable) relating to building setbacks, Finished Floor Elevations (FFE), accessory structures, and boathouse regulations.
- Halff will provide a general land use plan for the lake and guidelines for future developments, specifically addressing commercial and residential leases.
- Halff will develop recommendations about how the Client can improve citizen education and awareness of the ecological benefits and importance of the planning area.
- Halff will utilize available data from state and federal sources to produce an assessment of the approximate threat of wildfire for the planning area.
- Halff will utilize the [specified data collection from previous task] to develop recommendations, best practices, and adaptive management strategies to protect, manage, and enhance resources within the planning area. These recommendations will include identification of priority management areas, identification of data gaps within the natural resource inventory, opportunities for education and utilization of citizen scientists, recommendations for invasive species control, recommendations for native vegetation maintenance and enhancement (e.g., prescribed fire, mechanized clearing of understory vegetation in forested areas, etc.), and recommendations for soil management and erosion control.

The Recreation and Tourism portion of the master plan will look at properties currently utilized as recreation locations. Halff will analyze how the sites are currently being used and make recommendations for improvements consistent with the intent of Tyler Water Utilities.

- Existing Conditions – Halff will review and analyze previous studies/plans and other documentation identified by the Client that may influence, affect, or impact this planning effort.
- Existing Studies Review – Halff will review the previous Lake Tyler Master Plan and any other relevant studies/plans and other documentation identified by the Client that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.
- Record of Accomplishments - Halff will prepare a record of accomplishments form for Client to complete related to what initiatives/actions from previous planning efforts have been completed and what initiatives/actions are still outstanding and still warranted.
- Community Benchmarking and Trends Analysis – Halff will conduct a desktop review of trends and BMPs for communities that own recreational reservoirs including fees, revenues and level of service.
- Operations & Maintenance Assessment – Halff will review maintenance protocols for parks/lake and trails for appropriateness, efficiency, and sustainability. Halff will also

perform an analysis of the current practices of the Client to evaluate its operational situation. This analysis will identify future Client organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities. This review will include comparison of current policies with national standards of best practice agencies.

- Trail Assessment – Halff will provide a high-level trail conditions assessment to determine future improvements and enhancements. Halff will also evaluate the opportunities for trail connections to the City of Whitehouse and regional trail plans and update existing trail maps.
- Park Concept Plans – Halff will provide up to three (3) site concept plans for locations selected by Tyler Water Utilities
- Vision & Goals - Halff will confirm the community vision and craft a set of overarching plan goals based on community engagement. This includes summarizing early public engagement efforts to help develop broad aspirational statements that serve as a fundamental baseline for more specific plan concepts and recommendations.
- Implementation Recommendations – Halff will consolidate the recommendations into a comprehensive plan categorizing actions based on types including operational changes, capital investments, operational investments, regulations, locations for additional recreation facilities (such as boat ramps, canoe/kayak launch, beach swimming areas, and improved day use facilities) and obsolete facilities and develop plans for reuse/redevelopment.
- Fee / Income Assessment – Halff will look for ways for the City in find new revenue streams where practical to help offset ongoing maintenance costs. We will run a comparison of peer facilities to guage the City's interest in long term revenue sources related to the lakes.

TASK 7: PUBLIC SAFETY

Halff will review current public safety measures and ordinances along with City staff. The project team (Halff and City staff) will collaborate with law enforcement professionals in the area (i.e. Tyler Police Department, Smith County Sheriff's Office, and TPWD Game Wardens) to discuss recommended potential changes/improvements to be included in the master plan.

TASK 8: CAPITAL IMPROVEMENT PROJECTS (CIP) DEVELOPMENT

- Halff will coordinate with City of Tyler staff to review and develop a CIP program for Lake Tyler and Lake Tyler East.
- The CIP will be divided into the various identified task categories shown above (i.e. Planning, Recreation, Water Quality, etc.). This strategy will enable the City to more effectively pursue available funding from multiple sources.
- CIP will include both short- and long-term projects.

TASK 9: GRANT FUNDING OPPORTUNITIES

Plan Support and Guidance

- Identify initial grant and loan funding for Lake Tyler Master Plan priorities and potential projects.

- Provide guidance on Plan components to include for competitive grant strategies throughout the Plan development draft phase.
- Provide language for the Plan identifying the reasoning behind including specific strategies and components to encourage grant success. This includes QA/QC from the Grants Program Manager.

Deliverable: Inclusion of input and specific grant-related components in the Draft and Final Plan.

Grant Funding Strategy

- Halff will identify local, state, and federal grant funding that aligns with the Lake Tyler Master Plan.
- Halff will provide information about funding cycles and requirements to assist the City or pre-position projects for grant funding.
- Halff will produce a funding strategy to be incorporated into the Lake Tyler Master Plan, outlining phasing and prioritization regarding existing opportunities for grant and loan funding and a suggested program for a multi-year approach. Project phases will be based on competitiveness, required match, and other related factors. The funding strategy will include:
    - Potential Grant Name & Acronym
    - Brief Summary
    - Link to additional details
    - Maximum Grant/Loan Amount
    - Target Projects
    - Application Deadline
    - Local Match Details
    - Deadline to Expend or Encumber Funds
    - Procurement Requirements
    - Project Competitiveness Strategies
- Includes QA/QC from Grants Program Manager

Deliverable: Digital copy of Draft and Final funding strategy report to be included in Plan

This general scope of work outline is intended for discussion purposes for your committee and in many cases, does not include detailed task descriptions. Please feel free to edit and add/subtract any items that you feel necessary.

Once the final task list has been finalized, Halff will produce detailed task descriptions, scopes of work, project management plan, project schedule, and fee schedule.

EXHIBIT A.1
EXCLUSIONS

CITY OF TYLER
Lake Tyler and Lake Tyler East Master Plan
June 21, 2024

The following services are not included in the scope of work for this phase of the project:

- Bathymetric survey
- Reservoir yield analysis
- Sedimentation analysis
- Sedimentation reduction (this can be added if sedimentation is excessive)
- Reservoir capacity restoration (this can be added if sedimentation is excessive)
- Sediment analysis to determine regulatory disposal requirements (this can be added if sedimentation is excessive)
- Invasive species/plants (identify threats in the region; develop plan to address each potential threat)
- Vegetation management (document current vegetation management program; identify threats within the region; develop a plan to address each threat)
- Total Maximum Daily Load (TMDL) study
- 303(d) impaired stream segments (identify streams flowing into lakes that are or could become impaired; develop plan to address stream degradation; develop plan to proactively protect water quality of all streams and tributaries flowing into lakes)
- Construction staking
- Quality control and materials testing services
- TDLR permitting
- Architectural design
- Civil engineering design/construction plans
- Preparation and filing of plats
- Additional illumination design other than the proposed approximate 2,400 linear feet of street.
- Design for additional power connections of circuiting to other devices/equipment (other than proposed downtown street luminaires).
- Section 404 permitting or USACE coordination
- Request for a Conditional Letter of Map Revision (CLOMR) based on the conceptual hydraulic mitigation concept
- FEMA permitting (i.e., Letter of Map Revision (LOMR), etc.)
- Right of way/property acquisition services
- Right of way and/or easement documents
- Traffic Impact Analysis or any related traffic study
- Storm water detention design and plans
- Design of franchise utility relocations
- Special investigations involving detailed consideration of operations, maintenance, and overhead expenses; preparation of rate schedules, earning, and expense statements; special feasibility studies; appraisals, valuations; and material audits or inventories required for certification of force account construction performed by the Owner is excluded.
- Addressing client or agency comments beyond those identified in this scope.

- Assisting the City of Tyler in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes.
- Performing detailed investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Detailed Traffic Control Plans
- Any submittals beyond what is in **Exhibit A**
- Project bid administration
- Construction services

Exhibit B - E/A's Project Schedule

EXHIBIT B
PROPOSED PROJECT SCHEDULE

CITY OF TYLER
Lake Tyler and Lake Tyler East Master Plan
June 21, 2024

This project's anticipated kickoff is mid-to late August 2024 and is expected to take eight (8) to twelve (12) months. The final project schedule will be developed and distributed to the City of Tyler once council approval for the project has been given.

Exhibit C - E/A's Rate Schedule and Hourly Fees

EXHIBIT C
PROJECT FEE SUMMARY

CITY OF TYLER
Lake Tyler and Lake Tyler East Master Plan
June 21, 2024

Fee Breakdown by Task

TASK 1: PROJECT MEETINGS[1]	$30,000.00
TASK 2: PROJECT MANAGEMENT	$25,000.00
TASK 3: PUBLIC OUTREACH AND INVOLVEMENT	$18,000.00
TASK 4: ENVIRONMENTAL ASSESSMENTS/ANALYSIS	$24,000.00
TASK 5: WATER RESOURCES/WATER QUALITY ASSESSMENT	$276,195.00
TASK 6: PLANNING/RECREATION/TOURISM	$45,000.00
TASK 7: PUBLIC SAFETY	$5,000.00
TASK 8: CAPITAL IMPROVEMENT PROJECTS (CIP) DEVELOPMENT	$8,000.00
TASK 9: GRANT FUNDING OPPORTUNITIES	$15,580.00
DIRECT EXPENSES[2]: (as needed and authorized by City)	$2,500.00
Project Total	**$449,275.00**

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 ½ percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date the Engineer receives payment. Such interest is due and payable when the overdue payment is made. Tasks are lump sum unless otherwise noted.

Direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of 10 percent.

Mileage for team members traveling from outside of Tyler will be charged at the current IRS mileage rate.

[1] Based upon conversations with City of Tyler staff, this item accounts for bi-weekly project team meetings for the duration of project design and an initial project kickoff meeting.

[2] Direct expenses will be billed on a time and materials basis.

Exhibit D - Certificates of Insurance and Endorsements

(See following pages for a summary and checklist of Insurance and Endorsement requirements)

CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

INSURANCE COVERAGE REQUIRED * Endorsement Required	
TYPE	**AMOUNT**
1) COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: a) Products - Completed Operations b) Independent Contractors c) Broad Form Property Damage d) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage e) Contractual Liability or Cross Liability	Not Less than: **$1,000,000** (1 million) Each Occurrence **$2,000,000** (2 million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
2) BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: a) Any Auto; OR b) All Owned Autos, and c) Hired Autos, and d) Non-Owned Autos.	Not Less than: **$1,000,000** (1 million) Each Occurrence
3) PROFESSIONAL ERRORS & OMISSIONS LIABILITY Policy shall include (but not limited to) the following: a) A minimum three (3) year Discovery (tail) Reporting period, and b) A Retroactive Date that equals or precedes the effective date of the Contract, or the performance of services hereunder.	Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
4) ♦ POLLUTION LIABILITY INSURANCE *	♦ ☐ Check Here If Coverage is Required by a City Operational Department Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate
5) COMMERCIAL UMBRELLA / EXCESS LIABILITY *	Not Less than: **$5,000,000** (5 million) Each Occurrence **$5,000,000** (5 million) General Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
6) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2 **Employer's Liability Limits** **$1,000,000 (1 million)** Bodily Injury by Accident **$1,000,000 (1 million)** Bodily Injury by Disease Each Occurrence **$1,000,000 (1 million)** Bodily Injury by Disease Aggregate Limit

Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

1.	All pages of the *Certificate of Liability Insurance* shall be attached. *See* lower right corner of certificate for *ex toto* pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy **effective date** is ON or BEFORE Contract date, and Policy **expiration date** should extend at least 6 months into the future OR for the estimated project length, whichever is greater.
3.	Commercial General Liability [*See* Section 7.3.2] ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [*See* Section 7.3.2] At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Professional Errors and Omissions Liability [*See* Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [*See* Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [*See* Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the "Description of Operations . . . Special Provisions" Box. [*See* Section 7.4] [*See also* Section 7.6] Clearly indicate the **CITY** has been endorsed by using this language: "The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to Commercial General Liability, Commercial Umbrella / Excess Liability and Pollution Liability Insurance, if required, and shall have a Waiver of Subrogation as respects to Commercial General Liability, Business Automobile Liability, Professional Errors and Omissions Liability, Commercial Umbrella / Excess Liability and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract."
8.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
9.	Certificate Holder: [*See generally* Section 7.4] City of Tyler P.O. Box 2039 Tyler, TX 75710

ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

<table>
<tr><td colspan="3">* ENDORSEMENT(S) REQUIRED</td></tr>
<tr><td colspan="2">Name of Additional Insured Person(s)
or Organization(s):
City of Tyler
P.O. Box 2039
Tyler, TX 75710</td><td>Location(s) of Covered Operations:

Project [insert project name],
Dated [insert month and year of contract].</td></tr>
<tr><td colspan="3">E/A shall choose one of the three Endorsement Option stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.</td></tr>
<tr><td colspan="3">COMMERCIAL GENERAL LIABILITY

E/A agrees to endorse the CITY as an “Additional Insured” on the Commercial General Liability with: [Select Option 1, Option 2 or option 3 below] [See Section 7.3.2 and 7.4]</td></tr>
<tr><td>Option
1</td><td colspan="2">FORM: CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
2</td><td colspan="2">FORM: CG 20 10 07 04
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization

AND
FORM: CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations</td></tr>
<tr><td colspan="3">OR</td></tr>
<tr><td>Option
3</td><td colspan="2">FORM: GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work

AND
FORM: GA 233 02 07
Contractors’ Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract</td></tr>
<tr><td colspan="3">COMMERCIAL UMBRELLA / EXCESS LIABILITY

E/A agrees to endorse the CITY as an “Additional Insured” under the Commercial Umbrella / Excess Liability as also provided herein. [See Section 7.3.2 and 7.4]</td></tr>
<tr><td colspan="3">POLLUTION LIABILITY INSURANCE

♦ If applicable E/A agrees to endorse the CITY as an “Additional Insured” under the Pollution Liability Insurance as also provided herein. [See Section 7.3.2 and 7.4]</td></tr>
</table>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2024

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

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

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Ste. 370 Alpharetta GA 30022	**CONTACT NAME:** Rebecca Egan **PHONE (A/C, No, Ext):** 770-552-4225 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED HALFF Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg 19445 **INSURER B :** The Continental Insurance Company 35289 **INSURER C :** New Hampshire Insurance Company 23841 **INSURER D :** Allied World Surplus Lines Insurance Co 24319 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1878471777 **REVISION NUMBER:** 23-24

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GL5856923	8/1/2023	8/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA5717893	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7034027549	8/1/2023	8/1/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014195843	8/1/2023	8/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Prof Liability incl. Pollution			03113813	8/1/2023	8/1/2024	Per Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

AVO: 056964.001 | City of Tyler Lake Tyler Master Plan.
City of Tyler is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Contractual Liability & X-C-U is included under the General Liability Policy. Separation of Insureds applies to the General Liability Policy.

CERTIFICATE HOLDER

City of Tyler
Attn: Nikki Ingram
212 N. Bonner Ave.
Tyler, TX 75702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/2023
forms a part of Policy No. 571-78-93
issued to HALFF ASSOCIATES, INC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or

   b. SIXTY (60)* days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law(s).**

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/23 forms a part of

Policy No. CA5717893 issued to Halff Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

Includes copyrighted information of Insurance Services Office, Inc., with its permission.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 08/01/23 forms a part of

Policy No. CA5717893 issued to Halff Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III** - **Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 08/01/2023 forms a part of Policy No. WC 014-19-5843

Issued to HALFF ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS.

Countersigned by _____

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 08/01/2023 forms a part of Policy No. WC 014-19-5843

Issued to HALFF ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

PART SIX - CONDITIONS. D. - Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 60 Days
Non-Renewal: 60 Days

WC 99 00 39
(Ed. 08/02)

Countersigned by _____

Authorized Representative

Exhibit E- Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1175775

Date Filed:
06/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Tyler

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

56964.001
Updated Master Plan for Lake Tyler and Lake Tyler East.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Baker Daily, Jessica	Richardson, TX United States	X	
Bertram, Shawn	Austin , TX United States	X	
Cranston, Shaun	Austin, TX United States	X	
Delgado, Jose	McAllen, TX United States	X	
Engelhardt, Cindy	Austin, TX United States	X	
French, Sherri	Frisco, TX United States	X	
Hollis, Leigh	Frisco, TX United States	X	
Ickert, Andrew	Fort Worth, TX United States	X	
Jackson, Todd	Austin, TX United States	X	
Miller, Steven	Austin, TX United States	X	
Moya, Michael	Austin, TX United States	X	
Murray, Menton	McAllen, TX United States	X	
Pylant, Ben	Fort Worth , TX United States	X	
Sagel, Joseph	Richardson, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1175775

Date Filed:
06/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Halff Associates, Inc.
Richardson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Tyler

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
56964.001
Updated Master Plan for Lake Tyler and Lake Tyler East.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Michael W. Medford, and my date of birth is 12/14/1974.

My address is 1121 ESE Loop 323 Suite 117 (street), Tyler (city), TX (state), 75701 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Smith County, State of Texas, on the 14th day of June (month), 20 24 (year).

Michael W. Medford
Signature of authorized agent of contracting business entity
(Declarant)

Exhibit F - Procedure for Correcting Construction Defects

Check Here if this Section IS Applicable to This Contract ☐

****ONLY APPLICABLE FOR CONSTRUCTION ACTIVITIES AFFECTING CITY-OWNED BUILDINGS AND OTHER PUBLIC WORKS PROJECTS AS DEFINED IN TEX. GOV. CODE ANN., SEC. 2269.001 (6)****

EXHIBIT F is not applicable to "civil works" projects as defined in Tex. Gov. Code Ann., Sec. 2269.351

I. DEFINITIONS

A. **"Public Works"** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.001 (6), are those related to constructing, altering, or repairing a public building or carrying out any public work.

B. **"Civil works"** projects, as defined in Tex. Gov. Code Ann., Sec. 2269.351 are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

II. NOTIFICATION OF DEFECT

A. **ENGINEER/ARCHITECT SHALL NOTIFY OWNER IN WRITING OF ANY CONSTRUCTION DEFECT** of which the ENGINEER/ARCHITECT is aware, and which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning or supervision of the construction that is a result of:

i. The use of defective materials, products, or components in the construction;
ii. A violation of a building code applicable by law to the construction;
iii. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or
iv. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

B. The E/A's writing shall identify the specific construction defect, describe the present physical condition of the affected structure; and describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

III. PROCEDURE TO CORRECT CONSTRUCTION DEFECTS

A. Before bringing an action asserting a claim for a construction defect under this Agreement, the OWNER must provide a written report to each party with whom the OWNER has a contract for the design, construction or construction oversight of an affected structure by certified mail, return receipt requested.

i. The report shall clearly identify the specific construction defect(s) on which the claim is based, which shall include any deficiency in the construction of an improvement to real property, including a deficiency in or arising out of the design, specifications, surveying, planning, or supervision of the construction that is a result of:
   a. The use of defective materials, products, or components in the construction;
   b. A violation of a building code applicable by law to the construction;

c. A failure of the design of an improvement to real property to meet the professional standards of care applicable at the time of governmental approval of the design or as otherwise applicable if no governmental approval of the design was required or obtained; and/or

d. A failure to perform the construction in accordance with the accepted trade standards for good and workmanlike construction.

iii. The report shall clearly:

a. Identify the specific construction defect on which the claim is based;

b. Describe the present physical condition of the affected structure; and

c. Describe any modification, maintenance, or repairs to the affected structure made by the governmental entity or others since the affected structure was initially occupied or used.

B. OWNER shall allow each party with whom the OWNER has a contract for the design or construction of an affected structure and who is subject to the claim, and any known subcontractor or supplier who is subject to the claim a reasonable opportunity to inspect any construction defect or related condition identified in the report for a period of 30 days after receiving the report.

C. OWNER shall allow at least 120 days after the inspection to:

i. Correct any construction defect or related condition identified in the report; or

ii. Enter into a separate agreement with the governmental entity to correct any construction defect or related condition identified in the report.

D. OWNER is not required to allow a party to make a correction or repair under Subsection II.A. if:

i. the party:

a. Is a contractor and cannot provide payment and performance bonds to cover the corrective work;

b. Cannot provide liability insurance or workers' compensation insurance;

c. Has been previously terminated for cause by OWNER; or

d. Has been convicted of a felony; or

ii. OWNER previously complied with the process required by Subsection II.A. regarding a construction defect or related condition identified in the report and:

a. The defect or condition was not corrected as required by Subsection II.C.i. or by an agreement under Subsection II.C.ii.; or

b. The attempt to correct the construction defect or related condition identified in the report resulted in a new construction defect or related condition.

E. Recovery of Report Costs. If the report described in Subsection II.A. identifies a construction defect that is corrected or for which the OWNER recovers damages, the party responsible for that construction defect shall pay the reasonable amounts incurred by OWNER to obtain the report with respect to identification of that construction defect.

F. These provisions do not prohibit or limit the OWNER from making emergency repairs to the property as necessary to protect the health, safety, and welfare of the public or a building occupant.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-2

Date: July 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to execute an Engineering Services Agreement in the amount of $634,700 with KSA Engineers, Inc. for the Greenbriar Force Main Sliplining project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds.

Item Reference:

The Greenbriar lift station is located on the west side of Tyler just north of Lindsey Park on Spur 164 and is a critical component of the City's collection system. The lift station serves a massive basin of over 4400 acres and pumps and estimated 2.2 million gallons of sewer every day. The lift station was constructed in the 70's and has a 18" force main that is over 2 miles long that runs north before returning to a gravity flow system.

The 18" force main pipe is made out of asbestos cement which was a popular pipe material at the time of construction. This segment of pipe has reached the end of its useful life and has been an issue in the collection system for years. Historically, the force main will experience 1-2 leaks per year that have to be repaired under emergency conditions; but since February TWU has made 4 emergency repairs on the force main. This pipe material has been observed to be very brittle and inconsistent in the outer diameter, which proves very challenging when making emergency repairs.

Along with the logistical issues with repairing the force main and requiring septic haulers to transport sewer during the repair, there is an environmental hazard when sewer leaks out of the force main and into the surroundings. The sewer is then cleaned up out of creeks, but each of these leaks is reported to the TCEQ.

In response to the uptick of force main failures in the last 5 months, TWU has enlisted KSA Engineers to develop a plan to remediate the existing force main. Due the length of the force main it has been recommended to slipline the force main. This process consist of pulling 16" fusible PVC through the existing asbestos cement pipe, treating it as a host pipe. This technique was determined to be the most effective remediation due to the longer length of pipe that can be pulled at a time and minimizes the access points that are required.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to execute an

Engineering Services Agreement in the amount of $634,700 with KSA Engineers, Inc. for the Greenbriar Force Main Sliplining project and adopt a Resolution reserving the right to reimburse expenditures with proceeds of future debt and funded with Consent Decree bond funds.

Attachments:
103378 Greenbriar Force Main Sliplining Draft Agreement

Drafted/Recommended By:
Department Leader Jacob Yanker, Utilities Project Engineer/ Kate Dietz, PE, Director of Utilities

Edited/Submitted By:
City Manager

STATE OF TEXAS §

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

COUNTY OF SMITH §

This AGREEMENT is entered into, with an Effective Date of _____ [*insert date of last party's signature*], by and between the **CITY OF TYLER**, in Smith County, Texas (OWNER), acting therein by and through its duly authorized City Manager, and **KSA Engineers, Inc.** (ENGINEER or ARCHITECT), hereinafter referred to as "E/A," for the purpose of acquiring all professional engineering and/or architectural services required for the project known as **"Greenbriar Force Main Sliplining"** (hereinafter called the Project).

OWNER and E/A in consideration of their mutual covenants herein agree in respect of the performance of professional engineering and/or architectural services by E/A and the payment for those services by OWNER as set forth below.

SECTION 1—BASIC SERVICES OF ENGINEER OR ARCHITECT

1.1. General.

1.1.1. E/A shall provide for OWNER professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional E/A representative for the project, providing professional engineering and/or architectural consultation and advice and furnishing customary civil services incidental thereto.

1.1.2. **If the Project is a "civil works" project, as defined by Sec. 2269.351 of Tex. Gov. Code Ann., then Exhibit "F" does NOT apply.** "**Civil works"** projects are those related to roads, streets, bridges, utilities, water supply projects, water plants, waste water plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage, flood control projects and transit projects.

1.1.3. **If the Project is related to "public works" projects or construction contract affecting City-owned buildings, then this contract IS SUBJECT TO ADDITIONAL PROVISIONS FOUND IN EXHIBIT "F", which is attached and incorporated for all purposes herein. "Public Works"** is defined by Tex. Gov. Code Ann., Sec. 2269.001 (6) as a contract for constructing, altering, or repairing a public building or carrying out any public work.

1.1.4. If Exhibit "F" is applicable and there is a conflict between this Agreement and Exhibit "F", provisions in Exhibit "F" shall control.

1.2. Study and Report Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in paragraph 3.4, and assist OWNER in obtaining such data and services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analysis of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the

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considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to OWNER and setting forth E/A's findings and recommendations. This Report will be accompanied by E/A's opinion of probable costs for the Project, including the following which will be separately itemized: Construction Cost, allowance for E/A costs and contingencies, and (on the basis of information furnished by OWNER) allowances for such other items as charges of all consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others for OWNER pursuant to paragraphs 3.7 through 3.11, inclusive. The total of all such costs, allowances, etc. are hereinafter called "Total Project Costs".

1.2.7. Furnish multiple copies of the Study and Report documents (not to exceed six (6) copies) and review them in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Study and Report documents, determine the general scope, extent and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

1.3.3. Advise OWNER if additional data or services of the types described in paragraph 3.4 are necessary and assist OWNER in obtaining such data and services.

1.3.4. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Total Project Costs.

1.3.5. Furnish multiple copies of the above Preliminary Design documents and present and review them in person with OWNER, not to exceed six (6) copies.

1.3.6. Derive right-of-way (ROW) data and easement documents as needed for the OWNER to begin land acquisition.

1.4. Final Design Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders.

1.4.5. Furnish multiple copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER, not to exceed six (6) copies.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.5.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for each

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separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.5.2. Assist OWNER in issuing addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit “A”, E/A shall:

1.6.1. *Preconstruction Conference.* Coordinate, schedule and attend a preconstruction conference with the OWNER, other utility owners, contractors and other interested parties to determine and coordinate construction scheduling and responsibilities.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor(s) while it is in progress:

1.6.2.1. E/A shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, E/A shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and E/A shall keep OWNER informed of the progress of the work.

1.6.2.2. The purpose of E/A's visits to the site will be to enable E/A to better carry out the duties and responsibilities assigned to and undertaken by E/A during the Construction Phase, and in addition, by exercise of E/A's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, E/A shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall E/A have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction elected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, E/A can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Interpretations and Clarifications.* E/A shall issue necessary interpretations and clarifications of the Contract Documents as requested by the OWNER.

1.6.4. *Subsurface Exploration.* Coordinate core borings, probing or subsurface explorations, issue orders for necessary laboratory tests and inspect samples or materials submitted for laboratory testing.

1.6.5. *Shop Drawings.* E/A shall review and approve (or take other appropriate action in respect of) samples, catalog data, shop drawings other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident

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thereto.

1.6.6. *Substitutes.* E/A shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and make recommendations to OWNER, subject to the provisions of paragraph 2.2.2.

1.6.7. *Tests.* E/A shall verify that tests, including equipment and start-up, which are required by the specifications and contract documents, are conducted and that the Contractor maintains adequate records thereof and shall observe, record and report to the OWNER appropriate details relative to the test procedures and start-ups.

1.6.8. *Applications for Payment.* Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractors' applications for payment, determine the amount owing to the Contractor(s) and recommend in writing payment to the Contractor(s) in such amounts; such recommendations of payment to constitute a representation to the OWNER, based on such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, work is in accordance with the plans, specifications and contract documents, subject to the specifications and contract documents and any qualifications stated in his approval.

1.6.9. *Final Inspection.* Conduct, in company with the OWNER'S representative, a final inspection of the Project for conformance with the design concept of the Project and compliance with the plans, specifications and contract documents, and recommend in writing final payment to the Contractor.

1.6.10. *Disputes between OWNER and Contractor.* E/A shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed thereunder. E/A shall also make recommendations to OWNER on all claims of Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. OWNER has the final decision with regard to such disputes.

1.6.11. *Limitation of Responsibilities.* E/A shall not be responsible to OWNER for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except E/A's own employees and agents) whether at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1. through 1.6.11 inclusive, shall be construed to release E/A from liability for failure to properly perform duties and responsibilities assumed by E/A in the Contract Documents.

1.7. Operational Phase.

After written authorization to proceed and as required by the specific services set forth in Exhibit "A", E/A shall:

1.7.1. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

1.7.2. Prepare a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to E/A and furnish one (1) set of the revised reproducible drawings and one set of drawings in PDF format to the Owner.

SECTION 2—ADDITIONAL SERVICES OF E/A

2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, E/A shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1. through 2.1.13. inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in this Agreement; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

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2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other cause beyond E/A's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for Contractor(s)' work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical, and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs E/A to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. Services during out-of-town travel required of E/A other than visits to the site or OWNER's office as required by Section 1.

2.1.9. Assistance in connection with bid protest, rebidding, or renegotiating contracts for construction, materials, equipment or services when E/A did not create or contribute to the event or situation requiring said assistance, rebidding, renegotiating, materials, equipment, or services.

2.1.10. Providing any type of property surveys or related engineering or architectural services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.11. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.

2.1.12. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project unless E/A created or contributed to the cause of the litigation.

2.1.13. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Section 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond E/A's control, E/A shall furnish or obtain from others, as circumstances require during construction and with specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.6, inclusive. These services are not included as part of Basic Services. E/A shall advise OWNER promptly before starting any of the following additional services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services

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after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operations Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of E/A:

3.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to E/A's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist E/A by placing at E/A's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to E/A, as required for performance of E/A's Basic Services (except to the extent provided otherwise in this Agreement) the following:

3.4.1. data prepared by or resulting from the services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property, boundary, easement, right-of-way, topographic and utility surveys, to the extent required by E/A, and only if not required to be performed by E/A as set out in E/A's Proposal;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restrictions;

all of which E/A may use and rely upon in performing services under this Agreement.

3.5. Provide engineering surveys to establish reference points for construction (unless required to be performed by E/A as Basic Services under E/A's Proposal) to enable Contractor(s) to proceed with the layout of the work.

3.6. Arrange for access to and make all provisions for E/A to enter upon public and private property as required for E/A to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by E/A, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of E/A.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, unless required to be performed by E/A as Basic Services under this Agreement.

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3.9. Provide such accounting, independent cost estimating and insurance counseling services as may, in the judgement of the OWNER, be required for the Project, such legal services as OWNER may require or E/A may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10 If OWNER designates a person to represent OWNER at the site who is not E/A or E/A's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of E/A and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to E/A data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive) so that E/A may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to E/A whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of E/A's services, or any defect or non-conformance in the work of any Contractor.

3.15. Furnish, or direct E/A to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. E/A shall not be obligated to bear any of the costs of compliance with this Section 3.

SECTION 4—PERIODS OF SERVICE

4.1. The services provided by the E/A and the various rates of compensation for E/A's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Operational Phase. E/A's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Section 8 of this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of E/A, all rates, measures and amounts of compensation provided herein may be subject to equitable adjustment.

4.2. A schedule for completion of each phase of the project is provided in Exhibit "B". If the E/A determines or reasonably anticipates that the project, (or any of its phases), cannot be completed before the specified completion date, the E/A shall submit a revised schedule to the OWNER for approval.

SECTION 5—PAYMENTS TO ENGINEER AND/OR ARCHITECT CONSULTANT

5.1. Methods of Payment for Services and Expenses of E/A.

For design, construction plan preparation, construction document preparation (including bid proposal, specifications, construction contract), and all other services to be rendered by E/A hereunder, as the same are set out in the attached Exhibit “A”, and as further set out in these contractual documents, save and except for specified special and additional services, OWNER shall pay to E/A the following fee in accordance with the fee summary and schedule of hourly rates set forth in attached Exhibit "C":

- Base Fee, Not-to-Exceed = $ 441.400
- Hourly/Reimbursable Expenses = $ 193,300
- **Total Contract Price = $ 634,700**

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For additional services authorized by OWNER in accordance with Section 2 of this Agreement, OWNER shall pay in accordance with the schedule of hourly rates set forth in attached Exhibit "C".

5.2. Times of Payment.

E/A shall submit clear and detailed monthly statements for the services rendered and for the expenses and hourly costs incurred. The statements shall show the percent of work completed and amount billed to date, broken down by activity or task. All monthly statements shall be in a form as specified by and acceptable to OWNER.

SECTION 6—CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by E/A, but it will not include E/A's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2. Opinions of Cost.

It is understood by the Parties that E/A has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Therefore, E/A's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of E/A's experience and qualifications and represent E/A's best judgment as an experienced and qualified professional E/A, familiar with the construction industry; but E/A cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by E/A. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7—GENERAL CONSIDERATIONS

7.1. Termination.

7.1.1. During the construction phase of the Project, and except as provided under **Exhibit F-Procedure for Correcting Construction Defects** which is applicable when the construction is to a City-owned building or other public work, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.1.2 The termination requirements in Sec. 7.1.1 shall be applicable to civil works construction projects but shall not be applicable to construction contracts related to City-owned buildings and other public works unless and until *after* the procedures are followed as outlined in Exhibit "F" to identify and correct construction defects.

7.1.3 During the design phase of the Project, this Agreement may be terminated by either party hereto, with or without cause, upon a minimum of thirty (30) calendar days written notice thereof. It is understood that immediately upon receipt of said notice all work and labor being performed under this Agreement shall cease immediately. Before the end of the minimum thirty (30) calendar day period following receipt of said notice, the E/A shall invoice the OWNER for all work completed. The E/A shall be compensated in accordance with the terms of this Agreement for all work accomplished and approved by the OWNER up to the date of termination.

7.2. Reuse of Documents.

The E/A's Instruments of Service (including but not limited to plans, field surveys, maps, cross sections, drawings, specifications, calculations and other data related to the Project) are and shall remain the property of the E/A until payment of the E/A in full.

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Upon payment of the E/A in full, said E/A's Instruments of Service shall pass to and become the property of the OWNER without restriction as to their subsequent uses. E/A acknowledges that OWNER is a governmental entity and that all Instruments of Service in respect of the Project, upon completion of the Project, shall thereafter be subject to the Texas Public Information Act (Texas Government Code Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents. In the event that a valid Public Information Request is received prior to completion of the Project and payment of the E/A in full, OWNER shall work with the E/A to protect any information deemed to be confidential by seeking an Opinion from the Texas Attorney General as allowed by State law.

7.3. Insurance.

7.3.1. The E/A agrees, at its sole expense, to maintain on a primary basis during the life of this Contract and the performance of Work hereunder, insurance coverage, limits, and endorsements required herein, unless otherwise noted. Insurance required by this contract for the OWNER as additional insured shall be primary insurance and not contributing with any other insurance available to OWNER.

7.3.2 The E/A agrees to provide evidence of the following coverage's at execution of contract:

- **Commercial General Liability:** E/A agrees to maintain Commercial General Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence, two million dollars ($2,000,000) General Aggregate per project. E/A agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Products - Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage (X = Explosion Hazard; C = Collapse Hazard; U = Underground Damage), Contractual Liability or Cross Liability. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Business Automobile Liability:** E/A agrees to maintain Business Automobile Liability at a limit of liability not less than one million dollars ($1,000,000) Each Occurrence. Coverage shall include bodily injury and property damage liability arising out of the operation, maintenance and use of Any Auto, or All Owned Autos, and Hired Autos, and Non-Owned automobiles. In the event E/A does not own automobiles, E/A agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- **Professional Errors and Omissions Liability:** E/A agrees to maintain Professional Errors and Omissions Liability at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate. The E/A agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Agreement, or the performance of services hereunder. The E/A agrees the Self-Insured-Retention shall not exceed twenty-five thousand dollars ($25,000). This coverage may be provided on a Per-Project Basis.

- **Pollution Liability Insurance** (if required by a City Operational Department): If a City Operational Department requires Pollution Liability coverage, the E/A agrees to maintain Pollution Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Each Claim, two million dollars ($2,000,000) Annual Aggregate.

- **Commercial Umbrella / Excess Liability:** E/A agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than five million dollars ($5,000,000) Each Occurrence, five million dollars ($5,000,000) General Aggregate. The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the OWNER is automatically defined as an Additional Protected Person. The E/A agrees any Self-Insured-Retention or deductible shall not exceed twenty-five thousand dollars ($25,000).

- **Worker's Compensation and Employer's Liability**: The E/A agrees to maintain its own Workers' Compensation Insurance pursuant to statutory limits. See TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401; TEX. ADMIN CODE, Title 28, Part 2. (NOTE: Elective exemptions or coverage through an employee

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leasing arrangement will NOT satisfy this requirement).

The E/A agrees to maintain its own Employer's Liability Insurance at a limit of liability not less than one million dollars ($1,000,000) Bodily Injury by Accident, one million dollars ($1,000,000) Bodily Injury by Disease Each Occurrence, one million dollars ($1,000,000) Bodily Injury by Disease Aggregate Limit.

See Exhibit "D" Certificate(s) of Insurance and Endorsements for a chart and checklist providing a summary and overview of the insurance requirements.

7.3.3 In the event the E/A performs any site work, then all the insurance required herein will need to be evidenced prior to commencement of said site work.

7.3.4. The E/A agrees the insurance requirements herein as well as OWNER'S review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the E/A under this Agreement.

7.4. Additional Insured Endorsements.

7.4.1 The E/A agrees to endorse the OWNER as an "Additional Insured" on the Commercial General Liability. E/A shall choose one of the three Endorsement Options stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.

The form of the endorsement(s) shall be:

Option 1:

CG 20 10 10 01
Additional Insured - Owners, Lessees, or Contractor – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 2:

CG 20 10 07 04
Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization

AND, the additional endorsement of

CG 20 37 07 04
Additional Insured – Owners, Lessees, or Contractors – Completed Operations
shall be required to provide back coverage for the E/A's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

Option 3:

GA 4113 11 99
Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work

AND, the additional endorsement of

GA 233 02 07
Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract

E/A shall attach actual copies of the endorsements.

7.4.2 Additionally, E/A agrees to endorse the OWNER as an "Additional Insured" under the Commercial Umbrella / Excess Liability and the Pollution Liability Insurance, if required, as also provided herein.

7.4.3 The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Tyler."

7.5. Deductibles, Coinsurance Penalties and Self-Insured Retention.

E/A agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the

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amounts stated herein that are acceptable to OWNER, the E/A agrees, when requested by OWNER, to maintain a Commercial Surety Bond in an amount equal to said deductible amount.

7.6. Waiver of Subrogation.

E/A agrees by entering into this written Agreement to a Waiver of Subrogation in favor of the OWNER for each required policy providing coverage during the life of this Agreement. E/A agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement and provide such endorsement to OWNER. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should the E/A enter into such an agreement on a pre-loss basis.

7.7. Subconsultants' Insurance.

In the event any work is sublet, the E/A shall require its subconsultants to similarly provide the same coverage as the E/A, and shall acquire evidence of such coverage on behalf of the OWNER.

7.8. Insurance Effective Until Completion.

Insurance coverage, limits, and endorsements required herein shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.9. Right to Revise or Reject Insurance.

7.9.1 E/A agrees the OWNER reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.

7.9.2 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office in the OWNER'S Legal Department for their adequacy as to form, content, form of protection, and providing company. Additionally, the OWNER reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operate legally in the State of Texas. In such events, OWNER shall provide E/A written notice of such revisions or rejections.

7.10. Certificate of Insurance.

7.10.1 Before commencement of any work, the E/A agrees to provide OWNER with **Certificate(s) of Insurance and Endorsements** that clearly evidence that E/A's insurance contains the minimum coverages, limits, and endorsement requirements set forth herein, and which shall be attached as Exhibit "D" of this Agreement. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate(s) of Insurance. In the event the OWNER is notified that a required insurance coverage will cancel or expire during the period of this Agreement, the E/A agrees to furnish OWNER prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by OWNER, the E/A agrees to not continue Work pursuant to this Agreement, unless all required insurance remains in effect.

7.10.2 The OWNER shall have the right, but not the obligation, of prohibiting E/A from entering the Work site until a new Certificate of Insurance is provided to the OWNER evidencing the replacement coverage. The E/A agrees the OWNER reserves the right to withhold payment to E/A until evidence of reinstated or replacement coverage is provided to the OWNER. If the E/A fails to maintain the insurance as set forth herein, the E/A agrees the OWNER shall have the right, but not the obligation, to purchase replacement insurance, which the E/A agrees to reimburse any premiums or expenses incurred by the OWNER.

7.10.3 Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the OWNER, until all work under the Agreement is completed and has been accepted by the OWNER.

7.11. Insurance - No Limit on Obligation to Pay.

Nothing contained in the insurance requirements shall be construed as limiting the extent of the E/A's responsibility for payment of damages resulting from

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his operations.

7.12. Non-compliance; Breach.

The E/A's failure to comply with any of the provisions of paragraphs 7.3 through 7.11, inclusive, is a breach of contract by the E/A which entitles the OWNER to declare the contract void if the E/A does not remedy the breach within ten days after receipt of notice of breach from the OWNER.

7.13. Indemnity.

E/A AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, OWNER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST LIABILITY FOR LIENS, DEMANDS, AND DAMAGES FOR INJURIES TO PERSONS INCLUDING DEATH, PROPERTY DAMAGE INCLUDING LOSS OF USE, AND EXPENSES, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES IN PROPORTION TO E/A'S LIABILITY, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONAL TORTIOUS ACTS OR OMISSIONS OF E/A, E/A'S SUBCONSULTANTS, AGENTS, OR ANYONE FOR WHOSE ACTS THE E/A OR SUBCONSULTANT MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIMS OR DAMAGES OCCURRED ON PROPERTY BELONGING TO THE OWNER. THE E/A'S INDEMNIFICATION OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7.14. Certificate of Interested Parties.

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval. If required, the Certificate of Interested Parties (Form 1295) shall be attached as Exhibit "E".

7.15. Controlling Law.

This Agreement is to be governed by the law of the state of Texas. Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court. This provision shall supersede any other references in the Agreement.

If this Project includes construction activities to City-owned buildings or other public works, Exhibit "F" provisions shall be applicable.

7.16. Successors and Assigns.

7.16.1. OWNER and E/A each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and E/A (and to the extent permitted by paragraph 7.16.2 the assigns of OWNER and E/A) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.16.2. Neither OWNER nor E/A shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent E/A from employing such independent professional associates and consultants as E/A may deem appropriate to assist in the performance of services hereunder, provided such independent associates or consultants are approved in writing in advance by OWNER and are paid by E/A.

7.16.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and E/A, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and E/A and not for the benefit of any other party.

SECTION 8—SPECIAL PROVISIONS, SCHEDULES, AND EXHIBITS

8.1. Special Provisions.

Any other provisions of this Agreement or other

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documents included by reference herein to the contrary notwithstanding, the following provisions shall apply to this Agreement and the respective duties and responsibilities of OWNER and E/A affected thereby:

8.1.1. As to the contractual relationship between E/A and OWNER, E/A is and shall be considered in all things an independent contractor.

8.1.2. OWNER reserves the right, with E/A's agreement, to consolidate any and all phases of performance set out in the standard form contractual documents. The consolidation of said services shall not in any way affect the E/A's responsibilities to perform the services set out therein.

8.2. Exhibits.

The following exhibits are attached to and made a part of this Agreement:

- *Exhibit A - E/A's Scope of Service,*
- *Exhibit B - E/A's Project Schedule,*
- *Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees,*
- *Exhibit D - Certificate of Insurance and Endorsements,*
- *Exhibit E - Certificate of Interested Parties (Form 1295) (if required),*
- *Exhibit F - Procedure for Correcting Construction Defects (Applicable only to construction contracts affecting City-owned buildings and other public works)*

Provided, however, that where the terms and provisions of the above-referenced exhibit(s) shall conflict with the terms and provisions of this standard contract, this standard contract shall control. **However, if Exhibit "F" is applicable, provisions therein shall control over any other conflicting provisions.**

8.3. Entire Agreement.

8.3.1 This Agreement, together with the exhibits and schedules identified above, constitute the entire Agreement between OWNER and E/A and supersede all prior or oral understandings.

8.3.2 This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.4. Effective Date.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

8.5. Severability.

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

8.6. Waiver.

The waiver of any breach of a term or condition of this Agreement does not waive any other breach of that term or condition or any breach of any other term or condition of this Agreement.

8.7. Notices.

Any notices provided under this Agreement shall occur in writing, by certified or registered mail delivery, receipt requested. For purposes of such notice, the addresses of the parties, until changed by written notice, shall be:

E/A:
KSA Engineers, Inc.
Attn: Christopher Aylor, P.E.
6781 Oak Hill Blvd
Tyler, Texas

OWNER:
City of Tyler
Attn: Kate Dietz, P.E.
P.O. Box 2039
Tyler, TX 75710

8.8. Venue.

Venue for any action arising hereunder shall lie exclusively in Smith County, Texas for actions in state court and in the Eastern District of Texas, Tyler Division, for action in federal court. This provision shall supersede any other references in the Agreement.

(The remainder of this page was left blank intentionally.)

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

FOR THE CITY OF TYLER, TEXAS:

ATTEST:

By: _____
City Manager Date

Edward Broussard
Printed Name

By: _____
City Clerk

Cassandra Brager
Printed Name

APPROVED:

By: _____
City Attorney's Office Date

_____
Printed Name

RECOMMENDED:

By: _____
Department Leader Date

_____
Printed Name

CITY COUNCIL APPROVAL:

AGENDA ITEM NUMBER: _____
DATE APPROVED: _____

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FOR THE E/A:

By: _____

Director of Client Services Date

Joncie H. Young, P.E.

Printed Name

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me, or who was proved to me through _____ to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____

Notary Public In and For The State of Texas

My Commission Expires: _____ _____

Notary's Printed Name

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INDEX OF EXHIBITS

Exhibit A - E/A's Scope of Service

Exhibit B - E/A's Project Schedule

Exhibit C - E/A's Fee Summary and Schedule of Hourly Fees

Exhibit D - Certificates of Insurance and Endorsements

Exhibit E - Certificate of Interested Parties (Form 1295) (If Required)

Exhibit F – Procedure for Correcting Construction Defects
(Applicable only to construction contracts affecting City-owned buildings and other public works)

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Exhibit A
ENGINEER'S Scope of Service
Greenbriar Force Main Sliplining
KSA Contract No. 103378

This Agreement constitutes authorization by the City of Tyler (OWNER) for KSA Engineers, Inc. (ENGINEER) to provide engineering services for the **Greenbriar Force Main Sliplining** (hereinafter called the Project).

PROJECT DESCRIPTION

Project consists of the sliplining the City of Tyler's Greenbriar Lift Station force main by installation of an approximate 10,400-ft long, 14-in diameter fusible PVC pressure pipeline within the existing 18-inch force main asbestos-cement pipeline.

The scope of services is based on the design of one (1) construction project with a pre-design opinion of probable construction cost of $5,500,000.

SCOPE OF SERVICES

The scope of services for this part of the work is as follows:

Basic Services of ENGINEER: The ENGINEER is hereby authorized to perform the following basic services:

A. Study and Report Phase: Not used.
B. Preliminary Design Phase: Provide services as stated in Section 1.3 of the Agreement.
C. Final Design Phase: Provide services as stated in Section 1.4 of the Agreement.
D. Bidding or Negotiating Phase: Provide services as stated in Section 1.5 of the Agreement.
E. Construction Phase: Provide services as stated in Section 1.6 of the Agreement.
F. Operational Phase: Not used.

Additional Services of ENGINEER: The ENGINEER is hereby authorized to perform the following additional services:

A. Deed Research/Property Owner Coordination.
B. ROW Agent.
C. TxDOT Permit Application and Coordination.
D. UPRR Permit Application and Coordination.
E. Full-Time Project Representative.
F. Reimbursable Expenses (Printing, Postage, Mileage, etc.).

ENGINEER's Exclusions:

A. Study and Report Preparation.
B. Design/Easement/Construction Surveying.
C. Plat/Description Preparation.
D. Geotechnical Investigation.
E. Construction Materials Testing.
F. Hydraulic studies.
G. Hydraulic modeling of contributing gravity sewer lines (upstream of proposed gravity sewer network).
H. Hydrological studies.
I. Design and/or analysis of receiving lift station volume, capacity, operations, etc.
J. Subsurface utility engineering and utility potholing.
K. Relocation of conflicting utilities.
L. Historical, wetland, archeological, and environmental investigations and/or reporting.
M. Categorical exclusions and nationwide permitting.

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N. Coordination, application, or permitting with any and all local, State, and/or Federal agencies other than TCEQ and TxDOT.
O. Coordination and/or application with any and all funding agencies.
P. Traffic control plans.
Q. Landscape architect.
R. Stormwater pollution prevention plans, applications, and/or permitting.
S. CCTV and/or pipe inspections.
T. Legal services.

OWNER's Responsibilities: The OWNER's responsibilities shall be as described in SECTION 3 of the ENGINEERING CONTRACT in addition to the following responsibilities:

A. None

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Exhibit B
ENGINEER'S Project Schedule
Greenbriar Force Main Sliplining
KSA Contract No. 103378

PROJECT SCHEDULE

ENGINEER shall complete its services within the following time specific time periods upon OWNER's notice to proceed:

A. Complete Design Phase: 60 calendar days.
B. Complete Bidding/Procurement Phase: Within the time designated by the Owner based upon an approved schedule developed following receipt of Owner's comments on submitted final design documents.
C. Complete Construction Phase: 180 calendar days following issuance of notice to proceed from Contractor.

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Exhibit C
ENGINEER'S Fee Summary
Greenbriar Force Main Sliplining
KSA Contract No. 103378

FEE SUMMARY

Engineering Fees: The fees for the scope of services described above is as follows:

1.	Design Phase:	$386,400	Lump Sum
2.	Bidding Phase	$10,000	Lump Sum
3.	Construction Administration:	$45,000	Lump Sum[4]
4.	Resident Project Representative[5]:	$128,300	Hourly and reimbursable[4,5]
5.	Property Owner Coordination:	$15,000	Hourly and reimbursable
6.	Right-of-Way Agent (15 Tracts Estimated):	$30,000	Hourly and reimbursable
7.	TxDOT Coordination:	$7,500	Hourly and reimbursable[2]
8.	UPRR Coordination:	$10,000	Hourly and reimbursable[3]
9.	Reimbursable Expenses:	$2,500	Reimbursable
	Total Budget:	**$634,700**	

Notes:
1. Compensation shall be billed monthly for Engineer's services based on time charged by each category at the hourly rates listed on the attached schedule.
2. TxDOT Permitting & Coordination services assume one (1) utility crossing.
3. UPRR Permitting & Coordination services assume one (1) utility crossing.
4. Construction Administration and RPR Construction Services assume a construction period of 180 calendar days. ENGINEER's work on these phases beyond the construction period established will be billed at hourly rates listed on the attached schedule.
5. RPR Construction Services assume 40 hours per week for the duration of the construction period established.

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CERTIFICATE(S) OF INSURANCE

[Certificate of Liability Insurance Shall Be Inserted Here]

INSURANCE COVERAGE REQUIRED * Endorsement Required	
TYPE	**AMOUNT**
1) COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: a) Products - Completed Operations b) Independent Contractors c) Broad Form Property Damage d) X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage e) Contractual Liability or Cross Liability	Not Less than: **$1,000,000** (1 million) Each Occurrence **$2,000,000** (2 million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
2) BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: a) Any Auto; OR b) All Owned Autos, and c) Hired Autos, and d) Non-Owned Autos.	Not Less than: **$1,000,000** (1 million) Each Occurrence
3) PROFESSIONAL ERRORS & OMISSIONS LIABILITY Policy shall include (but not limited to) the following: a) A minimum three (3) year Discovery (tail) Reporting period, and b) A Retroactive Date that equals or precedes the effective date of the Contract, or the performance of services hereunder.	Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
4) ♦ POLLUTION LIABILITY INSURANCE *	♦ ☐ Check Here If Coverage is Required by a City Operational Department Not Less than: **$1,000,000** (1 million) Each Claim **$2,000,000** (2 million) Annual Aggregate
5) COMMERCIAL UMBRELLA / EXCESS LIABILITY *	Not Less than: **$5,000,000** (5 million) Each Occurrence **$5,000,000** (5 million) General Aggregate Any Self-Insured-Retention or Deductible shall not exceed $25,000.
6) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2 **Employer's Liability Limits** **$1,000,000 (1 million)** Bodily Injury by Accident **$1,000,000 (1 million)** Bodily Injury by Disease Each Occurrence **$1,000,000 (1 million)** Bodily Injury by Disease Aggregate Limit

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Checklist: Certificate(s) of Insurance

*** Provided only as a courtesy ***

[See generally Section 7.3 Insurance for contract insurance requirements]

1.	All pages of the *Certificate of Liability Insurance* shall be attached. *See* lower right corner of certificate for *ex toto* pagination. E.g. Page 1 of 2
2.	Policy Effective and Expiration Dates (for each type of coverage) Policy **effective date** is ON or BEFORE Contract date, and Policy **expiration date** should extend at least 6 months into the future OR for the estimated project length, whichever is greater.
3.	Commercial General Liability [*See* Section 7.3.2] ☒ **Occurrence** Box is Checked ☒ **Per Project** Box is Checked for General Aggregate Limit.
4.	Business Automobile Liability [*See* Section 7.3.2] At a minimum each of the following boxes should be checked: ☒ Any Auto OR ☒ All Owned Autos, and ☒ Hired Autos, and ☒ Non-Owned Autos.
5.	Professional Errors and Omissions Liability [*See* Section 7.3.2]
6.	Commercial Umbrella / Excess Liability [*See* Section 7.3.2] ☒ Occurrence Box is Checked
7.	Workers Compensation and Employers Liability [*See* Section 7.3.2] ☒ WC Statutory Limits Box is Checked
	Look at the "Description of Operations . . . Special Provisions" Box. [*See* Section 7.4] [*See also* Section 7.6] Clearly indicate the **CITY** has been endorsed by using this language: "The City of Tyler (i.e. Certificate Holder) shall be named as Additional Insured as respects to Commercial General Liability, Commercial Umbrella / Excess Liability and Pollution Liability Insurance, if required, and shall have a Waiver of Subrogation as respects to Commercial General Liability, Business Automobile Liability, Professional Errors and Omissions Liability, Commercial Umbrella / Excess Liability and Workers' Compensation all as required by written contract subject to policy terms, conditions and exclusions. Coverage is primary, non-contributory as respects to General Liability and Auto as required by written contract."
8.	Clearly identify each policy's limits, flat & percentage deductibles, sub-limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
9.	Certificate Holder: [*See generally* Section 7.4] City of Tyler P.O. Box 2039 Tyler, TX 75710

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ENDORSEMENTS

[Endorsements Shall Be Inserted Here]

*** ENDORSEMENT(S) REQUIRED**	
Name of Additional Insured Person(s) or Organization(s): City of Tyler P.O. Box 2039 Tyler, TX 75710	Location(s) of Covered Operations: Project [*insert project name*], Dated [*insert month and year of contract*].
E/A shall choose one of the three Endorsement Option stated below. All Endorsements shall be in the form required. All pages of the Endorsement(s) shall be attached.	
COMMERCIAL GENERAL LIABILITY **E/A** agrees to endorse the **CITY** as an "Additional Insured" on the Commercial General Liability with: [*Select Option 1, Option 2 or option 3 below*] [*See* Section 7.3.2 and 7.4]	
Option 1	**FORM: CG 20 10 10 01** Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
OR	
Option 2	**FORM: CG 20 10 07 04** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization **AND** **FORM: CG 20 37 07 04** Additional Insured – Owners, Lessees, or Contractors – Completed Operations
OR	
Option 3	**FORM: GA 4113 11 99** Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization – Your Work **AND** **FORM: GA 233 02 07** Contractors' Commercial General Liability Broadened – with coverage for Completed Operations in conformance to specific written contract
COMMERCIAL UMBRELLA / EXCESS LIABILITY **E/A** agrees to endorse the **CITY** as an "Additional Insured" under the Commercial Umbrella / Excess Liability as also provided herein. [*See* Section 7.3.2 and 7.4]	
POLLUTION LIABILITY INSURANCE ♦ If applicable **E/A** agrees to endorse the **CITY** as an "Additional Insured" under the Pollution Liability Insurance as also provided herein. [See Section 7.3.2 and 7.4]	

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Exhibit E - Certificate of Interested Parties (Form 1295)

(If Required)

Check Here if this Section is NOT Used ☐

In accordance with Texas Gov't Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, E/A must submit a Certificate of Interested Parties (Form 1295) at the time the E/A submits the signed contract to the OWNER. This applies only to contracts with a value greater than $25,000 or that otherwise require City Council approval.

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CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-3

Date: July 24, 2024

Subject: Request that the City Council hold a final Public Hearing on the CDBG and HOME grants Five-Year Consolidated Plan and Annual Action Plan, and then approve the plans and their related budgets.

Item Reference: **Consolidated Plan, Annual Plan, and the Community Development Block Grant and HOME Grant Budgets.**

On April 16, 2024, the Community Development Dept. of Neighborhood Services held its first public hearing on April 16, 2024 at St. Louis Baptist Church to solicit citizens and neighborhood input. Two other public meetings were held on April 17 at the Tyler Public Library and April 18, at the Glass Recreation Center to continually gather citizen's input from other areas of the city. All citizens were strongly encouraged to attend these meetings. Additionally, a survey form was created and set up on the City's website to receive written information from citizens.

The Consolidated Plan will provide directions on how the funding will be allocated and used for projects distributed in the next five years. Total allocation from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program will vary each year. FY 2024-2025 allocation from HUD for the CDBG Program is $755,127 and the total FY 2024-2025 allocation for the HOME Program is $304,153.31. Both programs total $1,059,280.31.

The proposed budget recommendation, which includes staff requests, external requests, and administrative/direct delivery costs, is attached. All documents will be submitted to HUD on or before August 15, 2024, for adoption.

Proposed FY 2024-2025 CDBG & HOME Budget

Funding Resource Project/Activity
CDBG: $151,025 HOME: $30,415 HOME-ARP: $30,000 Total Admin: $211,440
Critical Repair/ADA Project Repair: $226,538
New Construction/Reconstruction: $839,286.31
Public Facilities: $377,564
First-Time Homebuyer: $200,000
HOME-ARP Projects: $500,000
CHDO Reserve: $45,622

Overall Total Amount: $2,400,450.31

RECOMMENDATION:

Request that the City Council hold a final Public Hearing on the CDBG and HOME grants Five-Year Consolidated Plan and Annual Action Plan, and then approve the plans and their related budgets.

Attachments:
Proposed FY 2024-2025 Annual Plan Budget Figures
Summary of Consolidated Plan (005)
Tyler 2025-2029 Five-Year Consolidated Plan, draft
Written Responses to Survey
Council Communications, 2025-2029 ConPlan, 2024-25 AP, le
NBS - HOME and CDBG 2024-2025 ConPlan, Budget Presentation
Community Meeting flyer
copy of Community Needs Survey- Tyler
ORDINANCE NO, 0-2024

Drafted/Recommended By:
Department Leader Larry Everett, Community Development Manager

Edited/Submitted By:
City Manager

Proposed FY 2024-2025 CDBG & HOME Budget

Funding Resource				Project/Activity	Eligible Location
CDBG	HOME	OTHER	Total Funds		
$151,025	$30,415	$30,000 HOME-ARP	$211,440	Administration of CDBG and HOME Programs and other eligible activities that benefit low- to moderate-income citizens, with services provided by staff, contractors, non-profits, &/or consultants for management, planning, and capacity-building activities.	City-wide
$226,538	Not Eligible		$226,538	Critical Home Repair/ADA project Repair – repair of single-family homes where hazardous repairs are critically needed. Also, the installation of ADA ramps for the elderly and disabled (including direct costs and project delivery costs).	City-wide
Not Eligible	$167,286.31	$672,000 Program Income	$839,286.31	New Construction & Reconstruction - HOME program allows for new construction/reconstruction of modest and affordable dwellings for low-income households. Population Served: Low-income households	City-wide
$377,564	Not Eligible		$377,564	Public Facilities- Funds used for the rehabilitation of Parks and infrastructure installation or repairs in Low/Moderate Income Areas of the City.	Target Areas
$0	$60,830	$139,170 Program Income	$200,000	1st Time Homebuyer - provide down payment/costs for low/mod income homebuyers (including direct & project delivery costs).	City-wide
Not Eligible		$500,000 HOME-ARP	$500,000	HOME-ARP: – Funds used for the acquisition or development of non-congregate temporary shelters for individuals and/or families that meet the qualifying populations at risk of becoming homeless.	City-wide
Not Eligible	$45,622		$45,622	CHDO Reserve: a private, community-based nonprofit organization with partnership and capacity to build affordable housing for the community.	Low-Mod Areas
$755,127	$304,153.31	$1,341,170	$2,400,450.31	FY 2024-2025 CDBG & HOME Proposed Budget Allocations	

SUMMARY OF THE PROJECT YEAR 2025-2029 CONSOLIDATED PLAN AND PROJECT YEAR 2025 ANNUAL ACTION PLAN AND NOTICE OF PUBLIC HEARING

The City of Tyler receives the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) each year from the U.S. Department of Housing and Urban Development (HUD). Every five years, HUD regulations require the City of Tyler to create a five-year consolidated plan to analyze its needs and develop projects and programs to address those needs.

Based on the current Needs Assessment and Market Analysis from the Consolidated Plan, the City of Tyler has identified four priority needs: (1) Non-Housing Community Development; (2) Decent and Affordable Housing; (3) Addressing Homelessness; and (4) Public Facilities Improvements.

In Program Year 2025, the City of Tyler expects to receive an estimated $755,127.00 in CDBG funds and an estimated $304,153.31 in HOME funds. These budgets will be proportionally increased or decreased from the estimated funding levels to match any changes to the actual allocation amounts, ensuring responsible financial management. To address the above needs, the City of Tyler intends to fund the following projects in the stated amounts:

Administration: $151,025.00 or 20% in CDBG funds and $30,415.00 or 10% in HOME funds
Critical Home Repair/ ADA Project: $226,538.00 or 30% in CDBG funds
Public Facilities Projects: $377,564.00 or 50% in CDBG funds
First-Time Homebuyers Projects: $60,830.00 or 20% in HOME funds
Targeted Home Reconstruction/ New Construction Projects: $167,286.31 or 55% in HOME funds
CHDO Reserve: $45,622.00 or 15% in HOME funds

Each of the above projects addresses at least one priority need.

A draft of the consolidated plan and annual action plan may be picked by contacting the Neighborhood Services Department at 903-531-1303 or may be found on the Neighborhood Services Website at https://www.cityoftyler.org/government/departments/neighborhood-services. Your comments and feedback are crucial in shaping these plans. Please send your thoughts to Larry Everett, Community Development Block Grant Manager, at 900 West Gentry Parkway, Tyler, Texas 75702, calling 903-531-1303, faxing 903-531-1333, or emailing leverett@tylertexas.com. Comments will be accepted until 5:00 P.M. on July 19, 2024. Additionally, a public hearing on the five-year consolidated plan and annual action plan will take place at the regularly scheduled City Council meeting on July 24, 2024, at 9:00 A.M.

The City of Tyler

Five-Year Consolidated Plan 2025-2029

Five-Year Implementation Plan for the Community Development Department of Neighborhood Services

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

A Consolidated Plan is a strategic document developed by entitlement communities, such as Tyler, in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations. As an entitlement community, Tyler must prepare and submit both the Consolidated Plan and Annual Action Plan to HUD. This entitlement status enables Tyler to receive formula grant assistance from HUD for various programs, including the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME).

5-Year Consolidated Plan

The Consolidated Plan, submitted to HUD every five years, is the result of a collaborative process involving local government, community, residents, industry, economic development, and nonprofit organizations. It incorporates assessing current housing and community development conditions, public participation and input, analyzing available resources, and identifying priority areas. The plan ensures that the proposed strategies align with Tyler residents' specific needs and aspirations.

1-Year Annual Action Plan

The Annual Action Plan, which complements the Consolidated Plan, is developed and submitted to HUD annually and provides a detailed breakdown of how the allocated funds will be utilized in the upcoming year. It outlines specific activities, projects, and programs that will be undertaken to address the identified needs and achieve the established goals. The Action Plan allows for flexibility, allowing adjustments and modifications based on changing circumstances and emerging priorities. The success of the Consolidated Plan relies on collaboration among various stakeholders, including local government agencies, community organizations, nonprofits, and residents. By fostering partnerships and engaging in joint efforts, the plan aims to leverage collective resources and expertise to maximize the positive impact on our community. Below are nine broad goals that will guide the use of HUD funds over the next five years.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Strategic Plan is designed to provide an overview of goals and objectives to be pursued over the course of the five-year period from 2025-2029 by adhering to the Performance Measurement System, which has two overarching objectives: (1) Non-Housing Community Developments, (2) Providing Decent Affordable Housing. Further, the City identified the following four priority needs: (1) Non-Housing Community Development and (2) Decent and Affordable Housing.

During the Consolidated Plan period, the City will attempt to meet the following Outcome Indicators: direct financial assistance to 25 homebuyers, 2000 people assisted with public facilities, adding overnight/emergency/transitional beds through HOME-ARP Funding currently being worked on, building 15 new homeowner houses, repairing 100 homeowner houses, and assisting 25 people with Homebuyer Down Payment and Closing Cost Assistance.

The Consolidated Plan contains a range of goals, objectives, and outcomes formulated to address needs identified for homelessness, other special needs, affordable housing, non-housing community development, barriers to affordable housing, lead-based paint hazards, institutional structure, and coordination;

- Continue planning, monitoring, and administering Entitlement Grant Programs and ensure compliance with Federal Regulations.
- Improve living conditions in Tyler by addressing non-housing community development needs.
- Enhance the economic well-being of all citizens by addressing non-housing community development for special needs populations and low and moderate-income persons.
- Improve the condition and availability of affordable housing.

3. Evaluation of past performance

Tyler has a track record of successfully implementing programs funded through the Community Development Block Grant and HOME Program. Programs addressing the condition of the housing stock have been particularly important for the city's well-being. The city has funded housing repair and reconstruction activities targeting lower-income and elderly households that are unable to maintain their homes properly. Furthermore, through the HOME Program, the city has constructed and sold new homes to first-time homebuyers, and it has also built new affordable houses in collaboration with the city's CHDO.

Improvements in public facilities have enhanced neighborhood appearance and accessibility and improved the quality of life for low-income residents. The city has met its expected annual performance measure for public facility projects. Detailed information about past performance can be found in the City's Consolidated Annual Performance and Evaluation Report (CAPER).

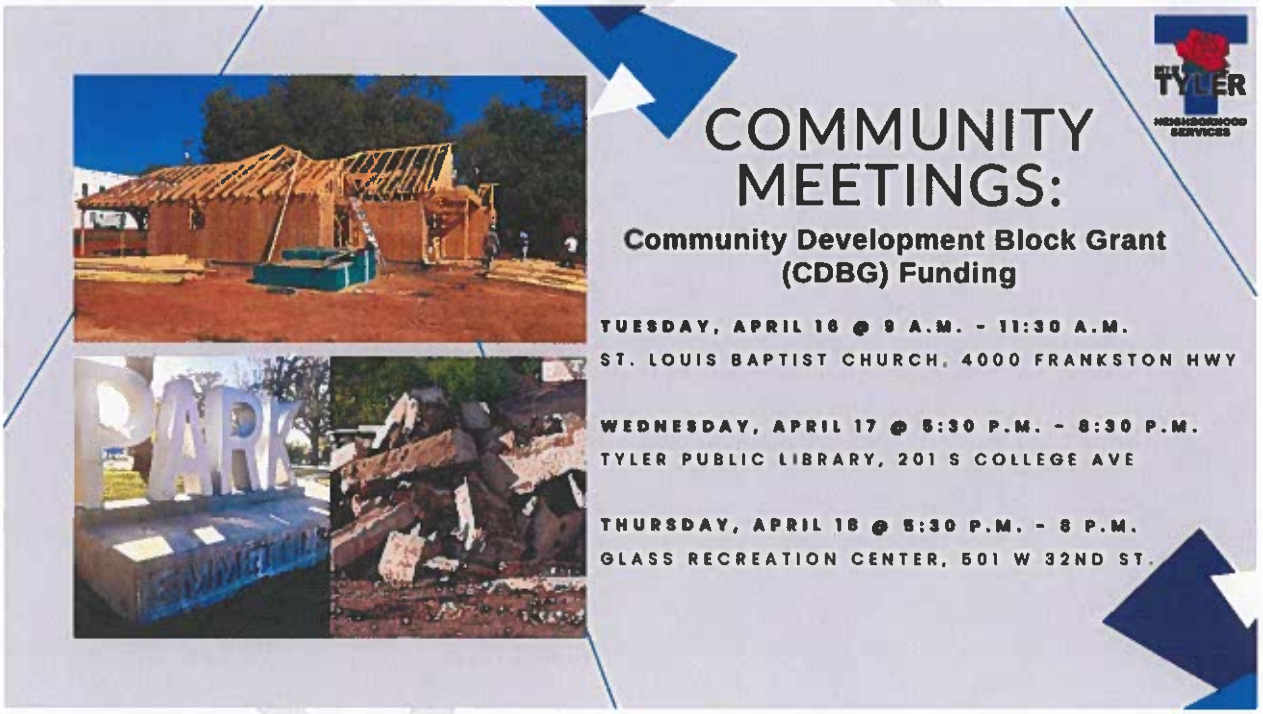
4. Summary of citizen participation process and consultation process

Demo

Based on the Community Participation Plan, outreach included public forums and focus group meetings, website reviews, and consultation with public and private agencies and organizations to capture public input on the priority needs for the next five years. Participating persons, public and private agencies included the general public, neighborhood organizations, Tyler Housing Agency, Continuum of Care, Realtors, Developers, Chamber of Commerce, public and social services, and elected and appointed officials.

5. Summary of public comments

Public hearings were held on April 16, 17, and 18, 2024, and July 24, 2024. A survey was conducted online and distributed throughout the community. A summary of the consolidated and annual action plans was published in the local paper on June 18, 2024, and posted to the City's website the same day. The publication indicated that the City would accept comments for 30 days.



Community Meetings

6. Summary of comments or views not accepted and the reasons for not accepting them

Public input has been received, and while many of the submissions may not align with the current funding eligibility, The Cit intends to address some of the concerns and requests over the forthcoming five years utilizing CDBG or HOME Funding, either directly or indirectly. Additionally, the City is currently addressing some of the requests across various departments and in different stages of project development.

7. Summary

Demo

This plan provides a framework through which Tyler manages its federal entitlement programs related to community development and HOME assistance. Data were provided through HUD's E-Con Planning Suite, utilizing American Community Survey data and other sources to construct the needs assessment and market analysis. The City worked with local service providers and other concerned citizens to develop the strategic plan and annual action plan, designed to address needs within the City as identified through the public participation process and needs assessment.

DRAFT

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	TYLER	
CDBG Administrator	TYLER	City of Tyler Neighborhood Services
HOPWA Administrator		
HOME Administrator	TYLER	City of Tyler Neighborhood Services
HOPWA-C Administrator		

Table 1 – Responsible Agencies

Narrative

The City of Tyler, Texas, followed its designated Community Participation Plan in developing the 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan. City of Tyler Neighborhood Services, 900 W. Gentry Parkway, Tyler, Texas 75702, served as the lead agency for the development of the 2025-2029 Consolidated Plan and 2024-2025 Annual Action Plan. Larry Everett, Community Development Manager, served as the primary contact.

Consolidated Plan Public Contact Information

Larry Everett, Community Development Manager

City of Tyler

900 W. Gentry Parkway, Tyler, Texas 75702

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Tyler works with a wide variety of agencies, organizations, and service providers in an effort to bring various viewpoints to bear in the identification of local housing and service needs. Ongoing relationships focused on specific needs and targeted meetings designed to bring public input into the Consolidated Plan process are two of the ways that the City utilizes outside organizations in the consultation process. Several agencies were invited to participate and several additional meetings were scheduled with local non-profits to consult with this Consolidated Plan. However, the coronavirus outbreak and the City's stay at home order prevented those meetings from occurring.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

A major component of the City's strategy includes the continued participation in the Texas Balance of State Continuum of Care process and support of the various agencies and organizations that provide supportive services and emergency, transitional, and permanent housing.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Tyler and the East Texas Human Needs Network is involved in the development and activities of the local Continuum of Care System. Several local organizations such as social service agencies, charitable groups and religious organizations, i.e., Salvation Army and the East Texas Crisis Center provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Tyler does not receive ESG funds. Consultation with Texas Balance of State CoC takes place with PATH, Salvation Army, Gateway to Hope and Mayor's Veteran Roundtable to end homeless for the City's jurisdiction. The Texas Balance of States CoC administers the operations of the HMIS system.

Demo

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	HABITAT FOR HUMANITY (TYLER)
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meeting with representatives on April 15, 2024. Additional meetings and workshops were planned.
2	**Agency/Group/Organization**	Salvation Army - Tyler
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The organization was consulted via email during the development of the City's Consolidated Plan. Additional meetings and workshops were planned.
3	**Agency/Group/Organization**	Andrews Center
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Persons with Disabilities Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings and workshops were planned.
4	**Agency/Group/Organization**	Tyler Housing Agency
	Agency/Group/Organization Type	PHA

Demo

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Organization was consulted on an on-going basis during the Consolidated Plan development process due to the proximity of the manager.

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	East Texas Human Needs Network	The City staff participates in the CoC process, and the goals of the strategic Plan align with CoC in the provision of affordable housing options and services to persons at risk of homelessness and homeless persons

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Tyler works closely with the East Texas Human Needs Network and other local communities active in the Continuum of Care process, State agencies, local non-profit organizations, and other departments of the City of Tyler in developing programs to address housing, homeless, and community development needs and other local issues covered by the Consolidated Plan.

Narrative (optional):

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The public participation process that ultimately led to the development and completion of the City's 2025-2029 Consolidated Plan and 2025 Annual Plan provided valuable input and citizen comments regarding the lack of affordable housing and critical public service and homeless needs of low-income and moderate-income residents.

A series of community forums and technical workshops were held during the initial development phase. Public notices of the meetings were publicized in local newspapers in accordance with the Community Participation Plan. In accordance with HUD's initiative to increase the involvement of citizens, especially those of lower income, in the planning and development stages of the Plan, forums and workshops were held at accessible and convenient locations.

DRAFT

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	Attended by diverse citizens throughout the City.	The identified priorities include parks, walking trails, a public pool, increased funding for community builders to construct affordable housing, and fostering private partnerships. Other concerns raised were related to potholes, sewer issues, dilapidated homes, and the removal of neighborhood debris.	Public input has been received, and while many of the submissions may not align with the current funding eligibility, The Cit intends to address some of the concerns and requests over the forthcoming five years utilizing CDBG or HOME Funding, either directly or indirectly. Additionally, the City is currently addressing some of the requests across various departments and in different stages of project development.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	None attended.	No comments received.	No comments received to reject.	
3	Public Hearing	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	This will be completed after the final Public Hearing.	This will be completed after the final Public Hearing.	This will be completed after the final Public Hearing.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	This will be completed after the comment period.	This will be completed after the comment period.	This will be completed after the comment period.	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Internet Outreach	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	This will be completed after the comment period.	This will be completed after the comment period.	This will be completed after the comment period.	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The needs assessment analyzes a variety of housing, homeless, community development, and non-homeless special needs through an examination of census and CHAS data, which was created by the U.S. Census Bureau and the U.S. Department of Housing and Urban Development. This data quantifies housing problems, such as overcrowding and its cost burdens, and measures the magnitude of special needs populations, such as the elderly, frail elderly, and persons with HIV/AIDS. As shown in the following analysis, cost burdened (paying more than 30 percent of household income on housing expenses) and extreme cost burdened (paying more than 50 percent of household income on housing expenses) has a considerable impact on households in Tyler, particularly in lower income households. Measures of housing condition (such as lack of complete kitchen or plumbing facilities) do not provide a reliable measure of condition; although it represents the best, easily accessible data on the topic. Other needs are represented through various census and state data sources.

DRAFT

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The following data provides an analysis of housing problems in Tyler, including lack of complete plumbing or kitchen facilities, overcrowding (1.01 to 1.5 persons per room), severe overcrowding (more than 1.5 persons per room), cost burdened (paying more than 30% of household income on housing expenses), and severe cost burdened (paying more than 50% of household income on housing expenses). By far, the most common housing need related to cost burdened, impacting lower income households particularly hard, with over approximately 60% of renter and owner households earning less than 30% of the Area Median Income (AMI) paying more than 50% of their income on housing expenses. For rental households, severe cost burdened is the most common housing problem with approximately 45% of all renter households earning below 80% of the AMI paying more than 50% of their income on housing expenses. For rental households, cost burdened is the second most common housing problem with approximately 41% of all renter households earning below 80% of the AMI paying more than 30% of their income on housing expenses. Likewise, severe cost burdened is most common for owner households where approximately 43% of all owner households earning below 80% of the AMI pay more than 50% of their income on housing expenses, with cost burdened not far behind with approximately 42% paying more than 30% of their income on housing expenses. The next most pressing housing problem in Tyler is overcrowded housing with approximately 5% of all housing being overcrowded.

Demographics	Base Year: 2020	Most Recent Year: 2022	% Change
Population	105,859	109,277	3%
Households	42,915	45,030	5%
Median Income	$42,840.00	$54,883.00	28%

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:
ACSDP5Y2022.DP04
Data Source Comments:

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	4,820	5,125	7,070	3,610	17,020
Small Family Households	1,205	1,785	2,640	1,265	7,780
Large Family Households	310	565	680	445	1,035
Household contains at least one person 62-74 years of age	745	995	1,155	720	3,400

Demo

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Household contains at least one person age 75 or older	740	885	1,100	525	1,785
Households with one or more children 6 years old or younger	853	1,075	1,419	430	1,210

Table 6 - Total Households Table

Alternate Data Source Name:
Data-Driven Planning Toolkit
Data Source Comments:

DRAFT

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	135	235	70	110	550	20	55	25	0	100
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	60	30	25	30	145	4	0	15	50	69
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	154	30	150	50	384	10	110	220	105	445
Housing cost burden greater than 50% of income (and none of the above problems)	2,185	1,530	295	25	4,035	725	435	325	85	1,570

Demo

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	305	1,165	2,140	245	3,855	310	415	720	195	1,640
Zero/negative Income (and none of the above problems)	345	0	0	0	345	55	0	0	0	55

Table 7 – Housing Problems Table

Data Source Comments:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	2,530	1,825	545	215	5,115	765	595	585	245	2,190
Having none of four housing problems	620	1,600	3,480	1,555	7,255	505	1,110	2,450	1,585	5,650
Household has negative income, but none of the other housing problems	345	0	0	0	345	55	0	0	0	55

Table 8 – Housing Problems 2

Data Source Comments:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	945	640	390	1,975	174	310	205	689
Large Related	160	30	75	265	115	135	130	380
Elderly	585	480	235	1,300	489	470	515	1,474
Other	1,350	1,215	590	3,155	105	65	75	245
Total need by income	3,040	2,365	1,290	6,695	883	980	925	2,788

Table 9 – Cost Burden > 30%

Data Source: 2013-2017 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	115	115	170	145	0	315
Large Related	0	0	10	10	85	10	65	160
Elderly	450	200	95	745	354	150	60	564
Other	0	1,170	505	1,675	75	0	0	75
Total need by income	450	1,370	725	2,545	684	305	125	1,114

Table 10 – Cost Burden > 50%

Data Source: 2013-2017 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	169	19	160	55	403	10	80	150	90	330

Demo

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Multiple, unrelated family households	4	45	19	10	78	4	30	85	65	184
Other, non-family households	70	0	25	20	115	0	0	0	0	0
Total need by income	243	64	204	85	596	14	110	235	155	514

Table 11 – Crowding Information – 1/2

Data Source Comments:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

Describe the number and type of single person households in need of housing assistance.

According to the 2018 American Community Survey (ACS) five-year estimate, there were 36,434 total households in the City of Tyler. Of these, approximately 33%, or 11,871, were single-person households. Approximately 12% of all households were single-person households occupied by someone over the age of 65.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Data from the 2018 ACS five year estimate showed that approximately 13% of the population of Tyler reported some form of disability. The ACS data showed that approximately 3% of citizens under the age of 18 reported a disability, while approximately 14% of citizens over the age of 65 reported a disability. The 2018 ACS one-year data also showed that approximately 3% of the population of Tyler reported a disability and income in the previous 12 months below the poverty level. Domestic violence statistics were not readily available for the city. According to the 2019 Homeless Count conducted by East Texas Human Needs Network, of the 207 total respondents who were homeless, approximately 8% indicated that domestic violence played a role in their homelessness.

What are the most common housing problems?

By far, the most common housing problem in Tyler is cost-burdened. According to the CHAS data in the tables above, approximately 64% of households in the 0-30% AMI income category (including renters and owners) had a cost burden of over 50%, with approximately 79% percent having a cost burden of over 30%. A 30% cost burden means that a household is spending more than 30% of its gross income on housing expenses, including utilities. Approximately 76% of households in the 30-50% AMI income category had a 30% cost burden, with approximately 41% having a 50% cost burden. Approximately 53% of households in the 50-80% AMI category had a 30% cost burden, with approximately 9% having a 50% cost burden For rental households, the cost burden is the most common housing problem, with approximately 41% of all renter households earning below 80% of the AMI paying more than 30% of their income on housing expenses, with approximately 45% paying more than 50% of their income on housing expenses. The cost burden is the most common problem for owner households, where approximately 42% of all owner households earning below 80% of the AMI pay more than 30% of their income on housing expenses, with severe cost burden at approximately 43% paying more than 50% of their income on housing expenses. By comparison, the numbers for overcrowding and incomplete kitchen or plumbing facilities were low, with approximately 1% of households earning less than 80% of the AMI living in overcrowded conditions and approximately 4% of households earning less than 80% of the AMI living without complete kitchen or plumbing facilities.

Are any populations/household types more affected than others by these problems?

Cost burdened and extreme cost burdened affect all household types in the lower income categories. For Tyler, the cost-burdened on renters is slightly higher than for homeowners. Approximately 41% of renters and 42% of homeowners earning below 80% of the AMI spent more than 30% of their income towards housing expenses. Approximately 45% of renters and 43% of homeowners spent more than 50% of their income on housing expenses. In simple numerical terms, it would appear that "Other" households bear much of the brunt of the severe cost burden among renters and owners, with approximately 43% of the total number of renter households experiencing severe cost burden and approximately 28% of the total number of homeowners experiencing severe cost burdened in this category. Largely related households comprised the smallest portion of those experiencing severe cost burdens.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

In Tyler, many low-income individuals and families who are currently housed are at risk of either residing in shelters or becoming unsheltered. Many are living paycheck to paycheck, just making ends meet. They are often one paycheck away from being homeless in the event of a sudden loss of employment or a medical emergency, which redirects financial resources. These households span all types, including individuals living alone, small families, large families, and the elderly. Some households have relatives or friends with whom they can double up, thus avoiding homelessness, at least in technical terms, but these accommodations are not long-term solutions to their needs. These households, particularly extremely low-income households, need a wide variety of assistance to help them meet those emergency needs that occasionally crop up in everyone's lives. This assistance could include job training to help them transition into better-paying professions, mortgage/rental assistance, medical clinics that provide low or no-cost care, rent subsidies, and other services that help absorb the costs that might redirect funds dedicated to housing. Formerly homeless families and individuals also need these services to reduce the prospect of returning to homelessness. Transitional housing units, permanent supportive housing, and rent subsidies help meet the housing expenses of households returning from homelessness, while job training programs help with identifying job prospects that can lead to permanent jobs. Other social services are needed on occasion as circumstances demand.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The Point-in-Time Homeless Count provides estimates of the various categories of homeless individuals and families in Tyler. These categories include chronic homeless, veterans, families with children, families without children, individuals, and unaccompanied children.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

A severe cost burden is linked with housing instability and an increased risk of homelessness. When a household is paying too large a portion of their income on housing expenses, sudden and unexpected financial demands can tip the scales, forcing them from their homes and leaving them without permanent shelter. These demands might include the cost of treating illnesses requiring hospital stays or time away from their job, automotive problems requiring repairs or loss of work due to lack of transportation, and legal problems that might require payments to lawyers or time away from their job. Lower-income households are particularly susceptible to these financial impacts because they are less likely to have savings that can cover these expenses and buffer the effects of monetary demands in covering unexpected events or expenses during periods of loss of wages.

Discussion

Cost-burdened and severely cost-burdened are the most common housing problems across all lower-income households in Tyler, both renter and owner. The lower the income of the household, the more severe the cost burden. Overcrowding is also a common problem in many lower-income households, though the numbers are much lower than those of cost-burdened. There is some concern with the lack of complete plumbing and kitchen facilities, but these conditions are not widespread. As a proxy for housing conditions, the lack of complete kitchen or plumbing facilities does not tell the entire story.

DRAFT

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the needs of any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole.

Introduction

The 2016-2020 CHAS data, constructed from data collected by the US Census Bureau for HUD, outlines housing problems by income and race/ethnicity. The housing problems include incomplete kitchen or plumbing facilities, cost burdens greater than 30%, and overcrowding (more than 1.5 people per room). The tables below show the distribution of one or more problems by race/ethnicity for each of the four lower income groups, 0 to 30 percent of the area median income, 30 to 50 percent of the area median income, 50 to 80 percent of the area median income, and 80 to 100 percent of the area median income. The discussion following the tables identifies disproportionately greater needs within each income group for the particular racial or ethnic group. The next section analyzes severe housing problems (severe overcrowding and severe cost burden).

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,725	415	560
White	1,435	105	160
Black / African American	1,590	180	285
Asian	90	0	30
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	560	105	90

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,490	1,235	0
White	1,615	510	0
Black / African American	1,195	460	0
Asian	50	15	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	625	235	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,480	2,995	0
White	2,025	1,450	0
Black / African American	770	850	0
Asian	95	75	0
American Indian, Alaska Native	20	20	0
Pacific Islander	40	0	0
Hispanic	519	605	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	920	2,870	0
White	555	1,455	0
Black / African American	180	680	0
Asian	0	25	0
American Indian, Alaska Native	0	30	0
Pacific Islander	0	0	0
Hispanic	180	600	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

As of the 2018 5 year American Community Survey data, the percentage of Whites in the total population was approximately 69%. In comparison, Hispanics (ethnicity) comprised approximately 22% and African-Americans comprised approximately 25% of the population of Tyler. The remaining racial and ethnic groups are relatively small, approximately 3% for Asians and much less for all others. The data shows that African Americans earning 50% or less of the AMI have a disproportionately greater need relative to housing problems. African Americans earning 50% or less of the AMI account for approximately 38% of households with one of the four housing problems. However, African Americans comprise only approximately 25% of Tyler's population.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the needs of any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole.

Introduction

The 2016-2020 CHAS data, which was constructed from data collected by the US Census Bureau, Comprehensive Housing Affordability Strategy (CHAS) for HUD, shows housing problems by income and race/ethnicity. The severe housing problems include incomplete kitchen or plumbing facilities, cost burdens over 50 percent, and severe overcrowding (more than 1.5 persons per room). The tables below delineate the distribution of severe housing problems by race/ethnicity for each of the four lower income groups: 0 to 30 percent of the area median income, 30 to 50 percent of the area median income, 50 to 80 percent of the area median income, and 80 to 100 percent of the area median income. The discussion following the tables identifies disproportionally greater needs within each income group for the particular racial or ethnic group.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,145	995	560
White	1,190	350	160
Black / African American	1,395	380	285
Asian	90	0	30
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	450	225	90

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,945	2,785	0
White	980	1,150	0
Black / African American	650	1,010	0
Asian	20	45	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	285	575	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	810	5,675	0
White	405	3,075	0
Black / African American	70	1,550	0
Asian	24	155	0
American Indian, Alaska Native	10	30	0
Pacific Islander	0	40	0
Hispanic	290	830	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	355	3,440	0
White	225	1,785	0
Black / African American	29	830	0
Asian	0	25	0
American Indian, Alaska Native	0	30	0
Pacific Islander	0	0	0
Hispanic	100	675	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

There is a strong connection between housing problems and household income in Tyler.

According to the 2022 5-year ACS, Table S1701 estimates that approximately 11% of whites, 19% of African Americans, and 14% of Asians lived below the poverty level. Those with the highest poverty rate had more severe housing problems. The poverty rate for the City as a whole was approximately 13%.

The city's median household income was $60,811.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the needs of any racial or ethnic group that has disproportionately greater needs in comparison to the needs of that category of need as a whole.

Introduction:

The 2016-2020 CHAS data was utilized to analyze housing cost burden among different racial/ethnic groups. We compared three categories: cost-burdened (30 to 50% of household income spent on housing expenses), extreme cost-burdened (more than 50% of household income spent on housing expenses), and no cost-burdened (less than 30% of household income spent on housing expenses) for each racial/ethnic group compared to the City as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	24,200	6,535	5,354	580
White	15,315	3,570	2,600	160
Black / African American	4,525	1,810	1,920	304
Asian	550	114	110	30
American Indian, Alaska Native	100	35	0	0
Pacific Islander	0	40	0	0
Hispanic	3,490	930	685	90

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2013-2017 CHAS

Discussion:

The data shows a disproportionate need for African Americans in the 30%-50% AMI and greater than 50% housing cost-burdened groups. There's also a disproportionate need for Asians, American Indians, Alaska Natives, and Pacific Islanders. However, the numbers are quite small for these populations in comparison to Whites, Hispanics, and African Americans.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The 2016- 2020 CHAS data presented in the previous sections indicate little identifiable disproportionately greater need between racial/ethnic groups in Tyler. Between the three major racial/ethnic groups, White, Hispanic, and African-American, which comprise more than 95% of the population of Tyler, the CHAS data shows more housing problems exist for very low- and low-income African-American households. However, in the income brackets greater than 50% of the area median income, there is a disproportionate need in Hispanic households, while the needs in African American households in these income brackets are closer to the percentage of the total population.

If they have needs not identified above, what are those needs?

Affordable Housing is becoming a greater need by the month around the country and is starting to become a bigger issue in the East Texas.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

DRAFT

NA-35 Public Housing – 91.205(b)

Introduction

As of June 2024, the City of Tyler does not have a public housing authority but participates in HUD's Housing Choice Voucher Program (HCV). The HCV manages 1022 vouchers, including 39 allocated for Veteran Affairs Supportive Housing (VASH).

In December 2024, less than 50 families were on the City's current waiting list, which the Housing Authority plans to reopen before the end of the year.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	0	895	0	885	0	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	0	13,170	0	13,095	0	0
Average length of stay	0	0	0	7	0	7	0	0
Average Household size	0	0	0	2	0	2	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	0	142	0	140	0	0
# of Disabled Families	0	0	0	220	0	219	0	0
# of Families requesting accessibility features	0	0	0	895	0	885	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	0	111	0	109	0	0	0
Black/African American	0	0	0	783	0	775	0	0	0
Asian	0	0	0	0	0	0	0	0	0
American Indian/Alaska Native	0	0	0	1	0	1	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	0	19	0	18	0	0	0
Not Hispanic	0	0	0	876	0	867	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

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Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

The Housing Choice Voucher waiting list gave preference to the elderly, disabled, and handicapped

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The most pressing need for individuals seeking Housing Choice Vouchers is to find affordable housing that meets their requirements. Quality and location are key concerns for their families' well-being. Additionally, many also require assistance in finding employment opportunities.

How do these needs compare to the housing needs of the population at large

The needs of these individuals reflect those of the general population. Affordable housing is a significant concern for many low- and moderate-income residents, who also experience the burden of having to allocate a large percentage of their income toward daily living expenses in order to live comfortably.

Discussion

The City of Tyler currently has approximately 1,022 families who are currently receiving housing assistance through a voucher. This represents approximately 3% of the families in the City of Tyler. Of the families currently receiving housing assistance, the overwhelming majority (approximately 87%) are African American. This shows that minority families have a greater need for housing assistance and are at greater risk for homelessness.

DRAFT

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

This section provides an estimate of homeless individuals and families within several categories. These numbers are taken from the 2020 Point-in-Time survey conducted by the East Texas Human Needs Network (ETHNN). The information collected is derived from individuals in homeless situations and persons who are at risk of becoming homeless. The survey collects homelessness information such as age, gender, education, employment, reasons for homelessness, duration, night-time residence, family type, special needs, etc.

Many experiencing homelessness do not wish to be found or represented as "homeless." Therefore, organizations face unique challenges when working to curb the number of individuals and families experiencing homelessness in Smith County and around the state, not to mention the many difficulties encountered when providing needed services and care.

Recognizing homelessness as an often temporary circumstance rather than a permanent condition is essential in gathering information about the population experiencing homelessness. Furthermore, regardless of which definition is being used, simply finding those who fit the definition of homeless to participate in a survey or in another way to be counted is challenging. Our research is conducted at locations known to be frequented by people experiencing homelessness. Institutional locations include places such as shelters, soup kitchens, day centers, and service centers. Non-institutional locations include streets, parks, or abandoned buildings; these locations can become particularly dangerous in Texas, with days of staggering heat in the summer and freezing temperatures in winter. More difficult to identify are those staying temporarily with family or friends, those staying in hotels or living in cars, and those congregating in places not known to or accessible to researchers. Many remain transient at all times. For these reasons, data on homelessness are usually considered to be underestimates.

As the only homeless advocacy organization in Smith County, the East Texas Human Needs Network (ETHNN), which includes members of the former Smith County Coalition for the Homeless, has made several efforts to assess the size, characteristics, and needs of the homeless population to inform policy makers and service providers. ETHNN is a member of the Texas Homeless Network Balance of State Continuum of Care (Tx BoS CoC).

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	4	127	0	0	0	0
Persons in Households with Only Children	0	52	0	0	0	0
Persons in Households with Only Adults	0	141	0	0	0	0
Chronically Homeless Individuals	10	6	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	3	12	0	0	0	0
Unaccompanied Child	2	0	0	0	0	0
Persons with HIV	1	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments:

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Due to the difficulties in counting and identifying the homeless population, data is not available for the number experiencing homelessness each year, the number becoming homeless each year, the number exiting homelessness each year, and the number of days persons experience homelessness.

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Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	105	36
Black or African American	178	16
Asian	1	0
American Indian or Alaska Native	3	4
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	44	11
Not Hispanic	248	48

Data Source Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Many races and ethnicities are represented in the Smith County homeless population, with approximately 41% identifying as white and 57% identifying as black. Other races account for the remaining 2% of the homeless population. Approximately 87% of the homeless population identified as non-Hispanic/non-Latino while approximately 13% identified as Hispanic/Latino.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Approximately 83% of those surveyed were sheltered, while 12% were unsheltered.

Discussion:

Approximately 111 people (or 34%) were experiencing homelessness for the first according to the 2020 Point in Time count.

When asked the reasons that caused the person's homelessness, the most common reason was family or personal issues. This reason accounted for approximately 20% of total responses. The next top three reasons for homelessness were inability to pay the rent or mortgage (12%), indicated a lack of assistance

(11%), and unemployment (13%). These reasons are interconnected and indicate a need for assistance in some manner, whether it be personal services such as counseling or financial assistance, such as rental payments.

The top, self reported needs of those experiencing homelessness are affordable housing, dental care, eye/vision care, and general medical care.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Non-homeless special needs populations may include the elderly, frail elderly, individuals with physical and developmental disabilities, substance abusers, people with mental illness, and those living with HIV/AIDS. These families and individuals may live with their families, in group facilities, or independently. They have a range of needs, many of which are being met without public assistance. In some cases, when parents are caring for disabled children, their future independence may be at risk.

Describe the characteristics of special needs populations in your community:

The populations mentioned in the text have a wide range of characteristics, similar to the general population. However, a key distinction for them is the increased risk of homelessness due to the precarious nature of their existence. Some are heavily reliant on others for their care, while others live on fixed incomes and are vulnerable to financial hardships. Excessive and impairing use of alcohol or other drugs is considered alcohol and drug abuse.

The elderly are defined as individuals aged 65 or older and continue to make up a growing portion of the population. Their distinct lifestyle necessitates various supportive services.

Individuals with physical or developmental disabilities often require specialized care and facilities. Those with developmental disabilities may lack the capacity to care for themselves and often rely on a parent as their caretaker. If the child outlives the parent, alternative arrangements must be made for their ongoing care. This group includes individuals of all ages, races, and ethnicities.

What are the housing and supportive service needs of these populations and how are these needs determined?

Housing and supportive service needs of these populations include:

- Group housing,

- Physical rehabilitation and medical care,

- New job training skills,

- Extensive medical care and treatment,

- Rehabilitation programs,

- Counseling/ support groups to deal with the problem,

- Addressing unemployment and the resulting loss of income/ insurance coverage due to the inability to perform job functions,

- Medical care/prescription medications, straining their already limited income,

- Special transportation needs due to medical and physical conditions,

- Mobility assistance in normal daily activities,

- Assistance in meal preparation, housekeeping, and shopping, and

- Physical rehabilitative care due to injury/falls. These needs were compiled through consultation with service providers.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

East Texas Cares Resources Center (ETCRC) assists people in East Texas with AIDS. Data relating to the size of the population with HIV/AIDS was not readily available at the time of this writing.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

The City of Tyler does not use the HOME Funds for TBRA Activities.

Discussion:

The special needs populations who are not homeless are diverse and include a wide range of individuals and households, making it challenging to categorize them in specific terms. Many of these individuals manage their situations without the need for public assistance, while some require external help beyond their families. In some cases, family members are also at risk of homelessness and face daily struggles. Some of these individuals live independently, while others rely on family members or caregivers for daily support. The needs of these populations are as varied as the populations themselves and depend on individual circumstances.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Tyler's need for public facilities continues in the form of water, sewer, transportation, street improvement, sidewalks, and park improvements, to name a few.

How were these needs determined?

The City conducted a series of public hearings to seek input into the ranking process for the variety of uses of CDBG and HOME funds. The City is implementing the Tyler 1st Program, which helps identify non-housing community development needs regardless of funding source.

Describe the jurisdiction's need for Public Improvements:

The Public Improvement Needs identified in the city through the Consolidated Planning process included the need for maintenance, enhancement, and expansion of streets, sidewalks, drainage, water, and sewer connections.

How were these needs determined?

The City conducted a series of public hearings to seek input into the ranking process for the variety of uses of CDBG and HOME funds. The City is implementing the Tyler 1st Program, which helps identify non-housing community development needs regardless of funding source.

Describe the jurisdiction's need for Public Services:

Increase in the quantity and level of Public Service Agencies providing assistance and support to the needy and disenfranchised people. Also, to provide more expanded social and recreational services and facilities for youth, including job/employment training.

How were these needs determined?

The City conducted a series of public hearings asking seeking input into the ranking process for the variety of uses of CDBG and HOME funds. The City is implementing the Tyler 1st Program which helps identify non-housing community development needs regardless of funding source.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The local housing market affects the availability and affordability of housing. In Tyler, the housing market has slowly rebounded from the last decade's foreclosure crisis. With that recovery, housing prices have increased but are still affordable; however, mortgage interest rates in the current market are unfavorable for low-income home buyers. The following analysis examines various data from the American Community Survey, the U.S. Census, the Tyler Housing Authority, and homeless service providers to present a picture of the local market.

According to the 2022 5-year ACS estimate, the city's total number of housing units was 45,030, with 7,283, or approximately 16%, vacant. Of the total housing units, approximately 16% were vacant, 54.9% were owner-occupied, and 45.1% were renter-occupied.

In 2022, Tyler had 45,030 housing units. According to the 2022 ACS 5-year estimates, the median housing value in the city was $205,200.00, and the median contract rent was $1,113.00.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The housing stock in Tyler is weighted heavily toward single-family housing, with 63% of households residing in single-family detached structures, while 9.8% of households reside on properties with 5-19 units. Approximately 54.9% of households are homeowners, with 58.1% of owner households living in housing units with three or more bedrooms. Approximately 45.1% of households are renters, with renter households split approximately evenly between living in housing units with 1, 2, or 3 bedrooms. With approximately 13,445 multifamily units serving approximately 18,050 renter households, the data suggest that most renter households reside in either attached or detached single-family structures. The use of single-family structures for rental housing addresses some of the need for larger housing units for renter households. This suggests the need for new housing development aimed specifically toward larger renter households requiring three or more bedrooms.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	28,537	63%
1-unit, attached structure	1,526	3%
2-4 units	3,072	7%
5-19 units	7,770	17%
20 or more units	3,425	8%
Mobile Home, boat, RV, van, etc	700	2%
Total	***45,030***	***100%***

Table 27 – Residential Properties by Unit Number

Alternate Data Source Name:
ACSDP5Y2022.DP04
Data Source Comments:

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	25	0%	359	2%
1 bedroom	99	0%	3,977	26%
2 bedrooms	14,879	67%	10,077	66%
3 or more bedrooms	7,332	33%	774	5%
Total	***22,335***	***100%***	***15,187***	***99%***

Table 28 – Unit Size by Tenure

Alternate Data Source Name:
ACSST1Y2022
Data Source Comments:

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Tyler Housing Authority (AHA) continues to manage 1,022 Housing Choice Vouchers, which serve households with incomes below 30% of the area median.

According to HUD's Low Income Housing Tax Credit (LIHTC) database, the City had over 1,400 units funded by the program. Of those, over 1,100 were targeted to low-income groups.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The HUD multi-family housing database indicates there is little risk of loss of affordable housing units from the inventory in the near future.

Does the availability of housing units meet the needs of the population?

Approximately 63% of all households in Tyler live in single-family homes. While single-family homes are often seen as ideal for raising a family, the increasing senior population may lead to a reassessment of what's considered ideal in terms of housing. In the coming years, the growing number of seniors may create more demand for smaller apartment units, especially efficiency and one-bedroom units, which could cater to a large senior population looking to downsize from their family homes. This could lead to an increase in the development of housing units designed with retirees in mind and the emergence of active senior apartment communities in the housing market.

Describe the need for specific types of housing:

Based on the Units by Tenure data, the majority of homeowner households live in homes with three or more bedrooms (88.1%). In comparison, 71.5% of renter households live in units with three or more bedrooms. While many renter households consist of single or couple households with no children, there are also a number of larger renter households living in smaller rental units with less than three bedrooms, leading to overcrowding. This indicates a potential need for more apartment developments with larger units, particularly those with three or more bedrooms.

Discussion

The largest number of housing units in Tyler are single-family structures. More than half of renter households live in units with 3 or fewer bedrooms. As the population in the city and state reflects the aging of the baby boomer generation, the housing market will need to adapt to provide new housing opportunities for those looking to downsize from their family home to smaller units, some of which might be in communities for seniors where residents can participate in various activities such as meals, exercise, shopping, and entertainment. The housing stock also requires more supply of larger rental units, some of which may come from baby boomers moving to smaller units.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Housing costs are a major portion of any household's monthly budget. In 2020, the median home value in Tyler was $164,900.00. By 2022, in just two years, the median value increased by 1.244% to $205,200. Rental costs had similar, though somewhat higher, increases, rising 1.177% from $945.00 in 2020 to $1,113.00 in 2022. In Tyler, approximately 5.4% of renter households paid less than $500 monthly rent, while approximately 34.5% paid between $500 and $999 monthly. Approximately 7% of the rental housing stock was affordable to households earning less than 30 percent of the area median income. There were no homes priced in a range that would be affordable for a household earning less than 30 percent of the area median income.

Cost of Housing

	Base Year: 2020	Most Recent Year: 2022	% Change
Median Home Value	0	0	0%
Median Contract Rent	0	0	0%

Table 29 – Cost of Housing

Alternate Data Source Name:
ACSDP5Y2022.DP04
Data Source Comments:

Rent Paid	Number	%
Less than $500	889	0.0%
$500-999	5,641	0.0%
$1,000-1,499	6,643	0.0%
$1,500-1,999	2,358	0.0%
$2,000 or more	832	0.0%
Total	***16,363***	***0.0%***

Table 30 - Rent Paid

Alternate Data Source Name:
ACSDP5Y2022.DP04
Data Source Comments:

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	3,045	No Data
50% HAMFI	2,380	No Data
80% HAMFI	1,285	No Data
100% HAMFI	No Data	No Data

Number of Units affordable to Households earning	Renter	Owner
Total	*6,710*	*0*

Table 31 – Housing Affordability

Alternate Data Source Name:
Data-Driven Planning Toolkit
Data Source Comments:

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	966	1,009	1,235	1,621	1,912
High HOME Rent	966	1,009	1,235	1,442	1,589
Low HOME Rent	765	819	982	1,135	1,266

Table 32 – Monthly Rent

Data Source Comments:

Is there sufficient housing for households at all income levels?

It's no surprise that households with the lowest income have the fewest housing options available to them, which is clearly insufficient to meet the needs of the community. There are no homes priced at a level affordable to those earning below 30 percent of the area median income, so they are left with rental properties as their only choice. According to the data, only about 7% of rental units are affordable to those earning less than 30 percent of the area median income. Due to this limited housing availability, many households end up spending a larger portion of their income on housing expenses, moving to higher-priced rental housing. This puts a financial strain on these households, as they end up spending more than 30 percent of their income on housing expenses, and in some cases, even more than 50 percent. In certain situations, households are compelled to share housing units meant for only one household, by doubling up with other families.

How is affordability of housing likely to change considering changes to home values and/or rents?

With a 14% increase in median home value, homeownership is becoming less affordable. With a declining economy, pressure on homeownership is likely to increase as the economy as a whole. However, mortgage interest rates are higher than before, which would make home purchases less affordable. Rents rose at a similar rate. The demand for rental housing has risen due to the economy and lack of affordable housing.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

High HOME rents are relatively close to Fair Market Rents, while low HOME rents are approximately 79% of high HOME rents for 2024. These data suggest that the development of new rental housing units may increase the area median rent, while possibly remaining within the fair market rents for the area.

Discussion

In response to the prevailing economic challenges encountered by the workforce, it is strongly advised that landlords and mortgage holders extend their cooperation to individuals undergoing financial hardship, thereby refraining from pursuing eviction or foreclosure. Moreover, the Federal Reserve has recently executed an increment in the prevailing interest rate. This adjustment comes as the housing market, following a period of marked volatility, has commenced a decline. Notwithstanding this trend, it is imperative to recognize the ongoing need for affordable housing both locally and nationally.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The condition of housing units highly correlates to the income of the household residing within those housing units. In Tyler, 77% of owner-occupied housing units and 49% of renter-occupied housing units reported no housing problems. Four conditions are represented as housing problems, including lack of complete kitchen facilities, lack of complete plumbing facilities, more than one person per room, and cost burden (paying more than 30% of household income on housing expenses). The data show that 22% of owner households and 47% of renter households have one housing problem or condition. Presumably, this housing problem is most likely either cost burden or substandard housing, with the latter more likely for renter housing than owner housing. 61% of owner-occupied and 49% of renter-occupied housing were built before 1980, making those units potential sources of lead-based paint contamination. While not all will have lead-based paint, the age of the units suggests that at one time, lead-based paint may have been used on the unit and provides a potential hazard, particularly for households with children present. It is reasonable to assume that many of these households are lower-income because older housing stock is often filtered down through the income categories to the lowest-income households.

Definitions

Standard condition is defined as housing that is not substandard. Substandard condition is defined as a combination of incomplete kitchen or plumbing facilities, missing windows or exterior doors, severely compromised foundations, outdated electrical infrastructure, holes in floors or walls, holes in the roof, or severely compromised roofing materials preventing closure from weather penetration. Many units with a combination that includes all these conditions may be unfit for human occupation. Some may be candidates for rehabilitation, and others may not be. Substandard conditions suitable for rehabilitation are units where the home is determined to be no more than 60 percent deteriorated or the cost of the combination of needed repairs of all conditions does not exceed the estimated after-rehabilitation value of the house.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	3,687	20%	7,352	48%
With two selected Conditions	78	0%	384	3%
With three selected Conditions	0	0%	40	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	16,021	87%	9,552	63%
Total	***19,786***	***107%***	***17,328***	***114%***

Table 33 - Condition of Units

Alternate Data Source Name:
ACSDP5Y2022.DP04

Data Source Comments:

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	6,478	35%	4,481	30%
1980-1999	4,635	25%	2,876	19%
1950-1979	5,588	30%	4,651	31%
Before 1950	1,712	9%	3,179	21%
Total	***18,413***	***99%***	***15,187***	***101%***

Table 34 – Year Unit Built

Alternate Data Source Name:
ACSST1Y2022
Data Source Comments:

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	7,300	40%	7,830	52%
Housing Units build before 1980 with children present	0	0%	0	0%

Table 35 – Risk of Lead-Based Paint

Data Source: 2013-2017 ACS (Total Units) 2013-2017 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Need for Owner and Rental Rehabilitation

61% of the owner-occupied housing stock and 49% of the renter-occupied housing was built prior to 1980, placing the age of that housing at more than 40 years old, much of it many years older. As the housing stock ages, water infiltration and many other factors can cause rapid deterioration of housing units, particularly where the residents do not or cannot provide needed maintenance. In some areas of Tyler, the housing stock may exceed 50 years of age and the median income of the residents of those

areas may be less than 50% of the area median income. In these situations it is likely that housing conditions generally throughout these areas are poor.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The data shows that the number of housing units in Tyler built prior to 1980, and potentially where lead-based paint hazards might be found, includes 61% of all owners and 49% of rental housing. 10% of owner and 6% of rental housing units built prior to 1980 were occupied by families with children present, a total of 2,902 housing units. As housing units and neighborhoods age, they typically fall through the income classes from middle- or moderate-income households to lower-income households. Neighborhoods that were once middle-class become home to lower-income groups as they age. Typically, with some exceptions, the oldest neighborhoods are where the poorest residents are found. As a result, it is reasonable to assume that most of the 2,902 units in Tyler built prior to 1980 and occupied by families with children are likely occupied by low- or moderate-income families.

Discussion

There is an extensive need for rehabilitation programs in Tyler targeting the improvement of the City's oldest housing stock. These programs, which are currently ongoing throughout the City of Tyler with the City's CDBG and HOME funding, provide owners of owner-occupied, single-family housing to facilitate needed repairs that have not been affected by current or previous owners. These repairs include structural and cosmetic repairs both inside the unit and on the exterior and testing for and remediation of lead-based paint hazards in older housing units.

Exact data for the number of vacant units could not be located. However, one source estimated that approximately 13.8% of homes were vacant. The Tyler1st Plan estimated that in 2019, there were 42,457 housing units in the City of Tyler. This results in approximately 5,859 vacant units. There was no data to show how many units were suitable for rehabilitation or how many were REO properties.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The City of Tyler continues to manage 1022 Housing Choice Vouchers, 39 of which are VASH. The City does not currently administer public housing units. All vouchers are targeted to low-income households.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available				1022			0	0	0
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The City of Tyler continues to manage 1008 Housing Choice Vouchers. The City does not currently administer public housing units.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The City of Tyler continues to manage 1008 Housing Choice Vouchers. The City does not currently administer public housing units.

Discussion:

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

According to the 2020 Point-in-Time Survey conducted by the East Texas Human Needs Network of Tyler, there are 4 different housing projects, 2 of which are for emergency shelter, 1 is transitional housing, and 1 is permanent supportive housing. There are a total of 217 emergency shelter beds, 104 transitional housing beds, and 9 permanent supportive housing beds. Approximately 82% of the beds were occupied on the night of the count.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	89	0	99	9	0
Households with Only Adults	128	0	5	0	0
Chronically Homeless Households	0	0	0	9	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 39 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Mental Health: The Andrew's Center provides mental health services to Tyler and five other counties. Per contract, they refer patients to East Texas Medical Center Behavior Health. They can also refer to the State Hospital if the situation is severe and there is room available. The Andrew's Center also handles outpatient services for former inmates. The Green Zone Program is run through the Andrew's Center. This program is funded through a State grant and provides assistance to veterans to access services.

Medical Assistance: Medical assistance is provided by the Northeast Texas Public Health District, PATH, Smith County Indigent Health Care, St. Paul's Children's Foundation, TJC Dental Clinic, Bethesda Clinic, Total Healthcare Center, local hospitals and Tyler Dream Center (women only).

Education/Job Placement Assistance: Organizations who provide education and job placement assistance include Christian Men's and Women's Job Corps, Community Work Force for Texas, Goodwill, Labor Ready, PATH, and Tyler Dream Center (women only).

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The data used for this analysis was derived from the East Texas Human Needs Network survey conducted in conjunction with the Balance of State Point in Time Homeless Survey taken 2020.

Services in place including but not limited to:

Outreach, Intake and Assessment: The Salvation Army, HiWay 80 Rescue Mission

Homeless Prevention: The Salvation Army, PATH

Permanent Affordable Housing: City of Tyler, PATH, The Salvation Army

Emergency Shelters: The Salvation Army, East Texas Crisis Center, Andrews Center (Veterans)

Transitional Housing: PATH

Permanent Supportive Housing: HUD VASH Vouchers (Veterans)

Supportive Services: PATH, The Salvation Army (Social Services), Veterans Administration, Gateway to Hope, HiWay 80 Rescue Mission

With the addition of the 2-1-1 system across Texas, outreach to other homeless individuals has become easier. Anyone in need can use any phone to dial 2-1-1 for assistance and be connected immediately to Tyler's Community Resource Center.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Special needs populations in Tyler include the elderly, frail elderly, individuals with mental, physical, or developmental disabilities, people with HIV/AIDS, and those with substance abuse problems. Many in these populations currently have their housing and service needs met with limited public assistance. However, circumstances can change, and it's important for the community to prepare for future needs to ensure it can effectively meet them when they arise.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The need for supportive housing for special needs populations in Tyler varies depending on the specific group. As the population of individuals over 65 years old increases due to the aging of the baby boomer population, there will be a greater demand for nursing care facilities tailored to low-income households that cannot afford private nursing home care. Additionally, there will be a growing need for permanent supportive housing options for individuals with mental, physical, and developmental disabilities, especially as those who were previously cared for by their parents lose their caregivers due to death or incapacity. With advancements in healthcare enabling individuals with disabilities to live longer, many are outliving their caregivers, leading to an increased demand for group housing that can provide the necessary care for this population.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

In Tyler, a community of size, there is constant communication between supportive services and housing providers. The East Texas Human Needs Network has facilitated a more formal collaboration between service providers. The monthly Network meetings provide a forum for discussing obstacles and learning about new services. Additionally, the local 2-1-1 Call for Help through United Way also meets quarterly with all agencies listed in their service to discuss needs. Case management remains the most effective way to coordinate services for homeless individuals and families and is the primary method used to move homeless individuals through the system.

The 2-1-1 Texas A Call for Help Community Resource Center and the Homeless Management Information System (HMIS) can offer information and referrals to case management and other supportive services for homeless individuals entering the system. Most services are provided on a first-

come, first-served basis, and the majority of programs have an application process and eligibility requirements.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The city provides funding for repairs to owner-occupied homes through deferred forgivable loans and grants for low and moderate-income homeowners. The funding is for critical home repairs and making residential structures ADA-accessible. This program aims to maintain the housing stock so that individuals with special needs can continue living in their homes. As homeowners age, they may struggle to keep up with necessary maintenance. The city's programs assist these homeowners with pressing issues like roof leaks, plumbing failures, and more extensive rehabilitation required to bring a home up to current building codes, sometimes resulting in a total reconstruction project. Additionally, the city is exploring options to purchase facilities to provide transitional housing and supportive services for individuals and families in need.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City funds a minor repair and ADA Accessibility program to maintain housing stock, allowing individuals with special needs to continue living in their own homes. As homeowners age, they may struggle to keep up with necessary maintenance. The City's programs assist these homeowners with urgent issues like roof leaks or plumbing failures, as well as more extensive rehabilitation needed to bring homes up to current building codes, sometimes resulting in complete reconstruction projects.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City of Tyler faces several barriers to affordable housing as a result of public policies, some of which are identified through the Consolidated Plan process. These barriers include long waiting lists, residents' inability to afford rent and utility deposits, lack of funding for local groups due to the slow economy and reduced philanthropy, as well as local factors such as land availability, resident income, and housing supply and costs. Additionally, insufficient funds for down payments, lack of credit, poor credit, and high monthly payments relative to income contribute to the deterrence of affordable housing in Tyler. Limited availability of homes for sale within the price range for low- to moderate-income families is also a concern.

The Tyler 1st Comprehensive Plan indicates that approximately 60% of Tyler's housing is single-family houses, with a homeownership rate of approximately 52%, lower than the statewide rate of 63%. Prices for existing single-family houses in Tyler have risen substantially since 2000, and new houses are larger and more expensive on average. Nearly half of Tyler's households do not earn enough income to afford the median-priced single-family home, which is $205,200.

These barriers are caused by factors such as insufficient funds for down payment, high existing debt for prospective purchasers, the need for property repairs for owner-occupied residents, lack of credit, poor credit, available funding, mortgage loan denials, and unemployment. Additionally, local policies and issues contribute to these barriers, including development fees, tax policies, zoning ordinances, zoning changes, land use controls, permit fees and regulations, lack of affordable housing, and municipal housing codes.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Housing preferences are fulfilled by a household's ability to meet the financial needs of owning or renting their desired housing unit. A community's economic health greatly impacts that ability through the job market, business activity, and the household's relative place in the economy determined by their education and employment status. The data below provide a look at where jobs and economic activity in Tyler provide employment opportunities and some descriptive consideration of education and employment levels.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	694				
Arts, Entertainment, Accommodations	2749				
Construction	2662				
Education and Health Care Services	9124				
Finance, Insurance, and Real Estate	3469				
Information	528				
Manufacturing	4516				
Other Services	1323				
Professional, Scientific, Management Services	1998				
Public Administration	957				
Retail Trade	4816				
Transportation & Warehousing	1469				
Wholesale Trade	617				
Grand Total					

Table 40 - Business Activity

Data Source: 2013-2017 ACS (Workers), 2017 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force
Civilian Employed Population 16 years and over
Unemployment Rate
Unemployment Rate for Ages 16-24
Unemployment Rate for Ages 25-65

Table 41 - Labor Force

Data Source: 2013-2017 ACS

Occupations by Sector	Number of People
Management, business and financial	
Farming, fisheries and forestry occupations	
Service	
Sales and office	
Construction, extraction, maintenance and repair	
Production, transportation and material moving	

Table 42 – Occupations by Sector

Data Source: 2013-2017 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes		
30-59 Minutes		
60 or More Minutes		
Total		

Table 43 - Travel Time

Data Source: 2013-2017 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate			
High school graduate (includes equivalency)			
Some college or Associate's degree			
Bachelor's degree or higher			

Table 44 - Educational Attainment by Employment Status

Data Source: 2013-2017 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade					
9th to 12th grade, no diploma					
High school graduate, GED, or alternative					
Some college, no degree					
Associate's degree					
Bachelor's degree					
Graduate or professional degree					

Table 45 - Educational Attainment by Age

Data Source: 2013-2017 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	
High school graduate (includes equivalency)	
Some college or Associate's degree	
Bachelor's degree	
Graduate or professional degree	

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2013-2017 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on the Business Activity table above, the largest employment sector is Education and Health Care Services, which employs approximately 24% of the workers and 31% of the jobs. The next largest employment sector is Retail Trade, which employs 14% of the workers and 16% of the jobs. The third largest sector is Arts, Entertainment, and Accommodations, which employs 12% of the workers and 12% of the jobs.

According to the Tyler Economic Development Council, Inc., the major employers in the area include UT Health East Texas with 4,439 employees, CHRISTUS Trinity Mother Frances with 4,095 employees, Tyler Independent School District with 2,639 employees, Brookshire Grocery Company with 1,620 employees, and the University of Texas at Tyler with 1,440 employees.

Describe the workforce and infrastructure needs of the business community:

Tyler today is fortunate to have a diversified economy that includes manufacturing, health care, education, distribution, back office activities, retail, and real estate development. Home to three medical centers and three institutions of higher education, Tyler has experienced steady economic growth in recent years. The city serves as the retail, educational, and healthcare center for East Texas.

The City is the largest single investor in the Tyler Economic Development Council (TEDC), which focuses on business recruitment and retention. The TEDC has a four-point strategy: retention and expansion of existing businesses; new and small business development; targeted marketing and attraction of new business; and provision of incentives and infrastructure. The Tyler Area Chamber of Commerce, which includes many small businesses, as well as larger firms, often collaborates with the TEDC on economic and business development planning for the Tyler region.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The Tyler Leadership Roundtable was established to begin developing the Industry Growth Initiative. This initiative recommends 10 primary building blocks that Tyler should develop to foster an **innovative economy** and take the Tyler region into the next twenty years of economic prosperity and growth.

The objective is to pinpoint the industries that make the most sense to focus resources on, given Tyler's unique characteristics, and not to solely focus on traditional manufacturing for the City's economic vitality. The intent is to continue efforts to diversify the economic base with strategic tactics focused on

achieving an **innovative economy that brings higher-paying jobs, economic growth, job creation,** and a higher standard of living. This means that Tyler must position itself to attract an educated workforce with high-tech, entrepreneurial skills. This does not mean that legacy industries that have made Tyler what it is should be ignored, but rather this plan provides strategies to build upon an already solid foundation."

The plan calls for the launch of a public-private partnership that moves toward the Innovation Economy, which includes strategies focused on Higher Education, Healthcare and Bio-Med, Tourism, Arts and Entertainment, 21st Century Energy, Retiree, Infrastructure, Graduate Education, and 21st Century Transportation.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The most active business sectors in Tyler, in terms of the number of workers in the various industries, are health care services and education, which were followed by retail trade. Healthcare services and education typically have stringent education and skill requirements for educators, doctors, and nurses for the most visible portion of the workforce. The sector also has a large support staff with lower education and skill requirements, including maintenance workers, drivers, and many other job classifications. These sectors are followed by arts, entertainment, accommodations, finance, insurance, and real estate services.

Area colleges and high schools now have dedicated curricula to help meet the needs of current and future workforce employment opportunities.

Describe any current workforce training initiatives supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Tyler has a university, college, and junior college within the community, which work collaboratively to offer workforce training for community residents.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Identifying and prioritizing targeted economic opportunities for Tyler is critical to creating an efficient and focused economic development effort. The targeted opportunities for Tyler ultimately were selected based on a review of the targets from previous analyses, a review of the area's assets ascertained through information gained during stakeholder interviews, focus/discussion groups, and survey results, secondary research, and the assessment of the community. This information was then reviewed and compared against the needs of the potential targets. The foundation, the mortar, for building Tyler's future can be accomplished by creating a public-private partnership (PPP).

Rising out of the PPP are the building blocks of Tyler's future. Level II targets and strategies – Education, Healthcare and BioMedical, Tourism, Arts & Entertainment Facilities — are the essential components of Tyler's economic development today and tomorrow. These are the big drivers; strategies have been developed to turbocharge each sector. The next group, the Level III targets of 21st Century Energy, Retiree, and Infrastructure, are somewhat dependent on the success and growth of the blocks that make up Level II. Some of the strategies here are longer term; still, this report provides strategies and recommendations to further their development. The final Level – IV – is composed of graduate-level schools and 21st-century transportation systems. Some of the recommendations at this Level are lofty and aspirational – but worth exploring. *The Industry Growth Initiative is a planning document that presents Tyler with strategic tactics to attain long-term economic opportunities.*

Discussion

To further examine the impact of employment proximity relative to housing choice for low and moderate-income persons, we analyzed the use and availability of public transportation. The availability of jobs to low-income persons largely depends on the jobs' geographic location. If jobs are concentrated in largely upper-income areas, far removed from lower-income persons, their ability to get to and from work may be difficult, sometimes causing hardships for employees or potential employees.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The census tracts eligible for Community Development Block Grant (CDBG) area benefit - with a median income below 80 percent of the area median income - include some of the oldest neighborhoods in the city. The housing in these neighborhoods is often in poor condition, and many units require extensive rehabilitation or removal. These neighborhoods are also where the lowest income households in the city live, in housing stock that is in poor condition and, therefore, offered at lower rents or sales prices. Despite the lower rents or purchase prices, lower-income households are cost-burdened and pay a higher percentage (more than 30 percent) of their income on housing expenses.

In relation to low- and moderate-income households, a census tract has a high concentration of low- and moderate-income households if 51 percent or more of the population are low- and moderate-income persons. The concentration of multiple housing problems seems to be related to the Area Median Income (AMI). Areas with less than 30 percent of the AMI are 5 times as likely to have one or more housing problems compared to housing located in areas with 80 percent or more of the AMI.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The U.S. Department of Housing and Urban Development (HUD) has defined "Areas of Poverty, Racial and Ethnic Concentration and Segregation (R-ECAP)" as areas or census tracts within a jurisdiction comprised of 50% or greater minority population and three times or more the tract level poverty of the Metropolitan Statistical Area (MSA), generally lacking basic amenities, and failing to provide a quality of life expected for any area within the MSA. HUD's goal is to de-concentrate minority populations and reduce poverty levels to less than those defined by R-ECAP, thereby transforming these areas into "Opportunity Areas". According to HUD, Opportunity Areas offer access to quality goods and services, exemplary schools, health care, a variety of housing options, transportation to employment and service centers, adequate public infrastructure, utilities, and recreation.

The poverty rate in the Tyler MSA is 19.4%. Three times the poverty rate is 58.2%, which is the poverty threshold for the city's R-ECAP criteria. According to https://egis.hud.gov/affht/, using race/ethnicity trends from 2010, four census tracts meet the definition for R/ECAP. These are census tracts 000600, 000500, 000202, and 00700.

What are the characteristics of the market in these areas/neighborhoods?

These neighborhoods contain much of the poorest housing stock in the city. As a result, the housing market also contains much of the lowest-cost housing. Code enforcement officials have worked extensively in these areas to maintain the community's integrity in past years. The city uses CDBG grant funds for an owner-occupied housing repair program to assist low- and moderate-income homeowners in repairing minor or critical needs in single-family residential structures. Minor repair programs are conducted by the city to improve housing conditions in these areas.

Are there any community assets in these areas/neighborhoods?

These areas have community assets, such as community and senior centers, parks, and other public facilities.

Are there other strategic opportunities in any of these areas?

In neighborhoods where many dilapidated homes have been removed, there may be opportunities for developing new housing units. In other areas, private and non-profit developers can find suitable redevelopment sites through the City's Housing Infill Program (HIP) to provide homes for a range of household incomes, including lower and upper-income households. These efforts would contribute to sustainability by attracting more people to these neighborhoods and improving the available housing stock in the market.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

According to the 2018 American Community Survey 1 year estimate, approximately 94% of total households had one or more types of computer devices. Approximately 86% of households had an internet subscription, while approximately 14% did not. The lowest income levels were the most likely to not have an internet subscription. Approximately 41% of households earning less than $20,000 a year did not have an internet subscription. In the modern age, accessing many services or obtaining information without an internet subscription is difficult.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Tyler has several broadband internet service providers: AT&T Fiber, Brightspeed, HughesNet, Optimum, Suddenlink, EarthLink, Windstream, Verizon, and Viasat.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The City of Tyler is in East Texas which is known for tornados and thunder storms. Climate change will increase the severity of these natural hazards.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The primary concern for low- and moderate-income households in dealing with climate change is recovering from natural disasters. These households are less likely to have extra or sufficient savings to repair damages caused by events such as tornadoes or floods. Additionally, low- and moderate-income households are more likely to be in a state of disrepair, making them more susceptible to damage that proper maintenance could have prevented. For instance, a well-maintained roof might not leak during a heavy thunderstorm, while a roof in need of repairs might remain intact in normal rains but leak during a heavy thunderstorm.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan serves as a comprehensive roadmap for the City of Tyler, outlining its goals, objectives, and strategies for the five-year period from 2025 to 2029. The plan is carefully designed to address the most pressing needs of the community and will play a crucial role in determining the allocation of Community Development Block Grant and HOME funding over the next five years. Additionally, it will provide the framework for funding decisions in the current Annual Action Plan for fiscal year 2024-2025, as well as in subsequent Annual Action Plans through fiscal year 2028-2029. The plan includes targeted activities aimed at assisting individual households that meet specific income criteria, addressing areas within the city with median incomes below 80 percent of the area median income, and undertaking initiatives to eliminate slum or blight in neighborhoods.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 47 - Geographic Priority Areas

1	**Area Name:**	City of Tyler
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	Based on HUD data, Census tracts within the City of Tyler are identified as low-moderate income.
	Include specific housing and commercial characteristics of this target area.	Approximately 39.8% of all occupied housing units in the City were constructed prior to 1980, and approximately 33.5% were constructed between 1980 and 1999. The City has aging homes that are out of code. Additionally, the city's older areas lack infrastructure, such as sidewalks, which allow those without a vehicle to travel safely.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	Decent, safe, and affordable homes and infrastructure
	What are the opportunities for improvement in this target area?	Homes need repair, and infrastructure needs to be constructed, especially in the northern and western areas of the City.
	Are there barriers to improvement in this target area?	Insufficient funds to perform all of the repairs and construction that are desired and needed.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA

for HOPWA)

Investments will be allocated according to client responses to programmatic opportunities and client responses to funding availability. Rehab programs may be targeted to the CDBG Eligible Areas or as individual benefits to low-income households. Public services, likewise, may be offered in low-income areas or generally to all qualified residents.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Non-Housing Community Development
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals veterans Persons with HIV/AIDS Victims of Domestic Violence Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	City of Tyler
	Associated Goals	CDBG/HOME Admin. Public Facilities
	Description	Develop non-housing community needs, such as infrastructure, parks, public services, and public improvements.
	Basis for Relative Priority	The City has worked closely with the public and civic leaders to ascertain the public facilities needed within the City. Further, the City has identified various needs within the community based on conversations with local non-profits and public and civic leaders. The City has found Public Facilities to be a high-priority goal from these conversations, surveys, and meetings.

2	**Priority Need Name**	Decent and Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Individuals Families with Children Mentally Ill veterans Persons with HIV/AIDS Victims of Domestic Violence Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	City of Tyler
	Associated Goals	Homebuyers Housing - Repair and ADA Accessibility New Construction/Reconstruction CHDO Reserve
	Description	Low-moderate income families need affordable housing, and due to the age of the housing stocket, it is mostly affordable. This includes downpayment assistance, rehabilitation of existing units, and construction of new units.

	Basis for Relative Priority	It is essential that decent and affordable housing be considered a fundamental right for all citizens. The acceleration of the housing market, outpacing the cost of living in most cases, has rendered it increasingly challenging for low- to moderate-income households to afford basic living arrangements and adequately provide for their families. Consequently, the municipality has prioritized this matter and is leveraging HOME and CDBG funding to address this critical need. The municipality has made it a top priority to provide affordable housing. To achieve this, it focuses on important home repairs, ensuring that buildings meet ADA accessibility standards, renovating existing structures, and starting new construction projects. These efforts are seen as crucial in achieving the goal of increasing affordable housing options within the municipality.

Narrative (Optional)

The City of Tyler's priority needs to encompass a comprehensive approach to tackling the challenges of Affordable Housing and Non-Housing Community Development Needs. In addition to these critical focus areas, the city is committed to collaborating with various organizations to address pressing issues such as Homelessness and the Reduction of Substandard Structures. Furthermore, the city aims to leverage funding opportunities, including HOME-ARP, to effectively implement these initiatives and positively impact the community.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The lack of available short-term transitional units for the homeless and veterans has prompted the City to address this need through tenant-based rental assistance (TBRA), which provides supportive rental assistance on a short-term basis (2 to 6 months) until the homeless veteran can find an affordable place to live and additional long-term support through other agencies or veteran support centers. Tenant-based rental assistance depends on rental property owners' willingness to rent their units to TBRA-approved clients. In many situations, due to misinformation, landlords are reluctant to participate and rent to these clients due to their reputation that clients do not take care of their properties and other types of renters. Other market conditions that influence the use of TBRA stem from the amount of rent being asked for rental property. If rents are too high, the rental assistance or FMR might not be enough to allow clients to lease the units.
TBRA for Non-Homeless Special Needs	In addition to the explanation mentioned above, another factor for non-homeless special needs clients is that they may encounter housing units that do not meet their accessibility needs.
New Unit Production	The production of new housing units can be influenced by several market conditions. • Cost of land. • Cost of construction and construction material. • Qualification for mortgage loans. Developers are unwilling to build smaller units.
Rehabilitation	Rising costs of materials and labor can affect rehabilitation projects. The effectiveness of rehabilitation depends on the post-rehabilitation value of the home. If the market value of the home does not justify the level of rehabilitation needed, obtaining market financing may not be possible without the owner's significant equity investment or through grant funding for home repairs. The decrease in grant funding has reduced the number of families that can receive assistance.

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Acquisition, including preservation	Home purchases by private individuals have slowed due to rising interest rates from historically low levels during the Covid era. This has caused a flip in the market, with increases in the market value of the housing stock. Although there has been an increase in inquiries and applications to purchase single-family homes through the First-Time Homebuyer Program, the more stringent qualification guidelines resulting from the recent mortgage foreclosure crisis have made it difficult for some low- and moderate-income citizens to qualify for and obtain mortgage loans.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Tyler receives funding for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME). This program will bring approximately $5,500,000.00 into the City through CDBG and HOME Entitlement funds to support affordable housing and promote non-housing community development over the next five years. During the first year (FY 2024-2025), the City will receive $755,127.00 in CDBG and $304,153.31 in HOME Entitlement funds. The funds will be used primarily for administration, acquisition, housing reconstruction, new construction, first-time homebuyers, and various targeted public facilities improvements.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	755,127	0	0	755,127	3,020,508	The expected amount for the remainder of the Con Plan equals the Year 1 Annual Allocation times four

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	304,153	0	0	304,153	1,216,613	The expected amount for the remainder of the Con Plan equals the Year 1 Annual Allocation times four.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will be leveraged through the ability of service organizations to raise program funds through outside sources and other adjustments by the City for housing development activities in underdeveloped and low-mod areas, such as waiver of fees for water, sewer, permits, etc. Additionally, the City will consider establishing Neighborhood Empowerment Zones in partnership with participating developers.

Other sources of funding will include the HUD Housing Choice Voucher Program, HOME ARP Funds, Low-Income Housing Tax Credit (LIHTC), Federal Home Loan Bank, state funds, private lender financing, private foundation funds, non-profit organizations, for-profit developers, and local contributors. We will also leverage the coordination of programs with non-profit partners and volunteer work groups who will provide labor and assistance.

HUD requires the City of Tyler to have a local match for the HOME Participation Funds. Matching funds can come from various sources, such as city general funds, donated properties, city services, locally-funded infrastructure, Community Development Corporations, fee waivers from other city departments, in-kind services from the Affordable Housing Task Force, funds from private lending institutions, private investments, and local higher education partners.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is looking to make lots available to developers through the Housing Infill Program (HIP), which will commit to building affordable housing in low-mod census tract areas or selling the houses to low-mod homebuyers as part of the Affordable Housing Task Force. Priority is given to projects that intend to revitalize neighborhoods and stimulate economic development within the City.

Discussion

Working with other city entities, such as non-profits and private foundations, will allow the City to better leverage the CDBG and HOME funds and better identify the needs of lower-income citizens.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
HABITAT FOR HUMANITY (TYLER)	Regional organization	Economic Development Homelessness Ownership Rental neighborhood improvements	Region
PEOPLE ATTEMPTING TO HELP - KID REACH	Non-profit organizations	Homelessness Non-homeless special needs Rental neighborhood improvements public services	Region
Andrew's Center	Non-profit organizations	Non-homeless special needs Rental public services	Region
EAST TEXAS CRISIS CENTER	Non-profit organizations	Homelessness Non-homeless special needs public services	Jurisdiction
Salvation Army - Tyler	Non-profit organizations	Homelessness Non-homeless special needs Public Housing public services	Jurisdiction

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Tyler Housing Agency	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Public Housing Rental neighborhood improvements public facilities public services	Jurisdiction
East Texas Human Needs Network	Non-profit organizations	Economic Development Homelessness Planning Public Housing public services	Jurisdiction
Camp V	Non-profit organizations	Homelessness Non-homeless special needs Planning public services	Region

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The institutional delivery system in Tyler is well coordinated and spans a range of community needs. Over the past year, the City experienced turnover in its Neighborhood Services Department, which resulted in reorganizing the Neighborhood Development Department. However, staff has been and will work closely with the non-profits listed above and other local non-profits to meet the citizens' needs.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X		X
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X		
Other Street Outreach Services			
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	
Transportation	X	X	
Other			
Homeless Veterans	X	X	

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The East Texas Homeless Needs Network coordinates services for homeless individuals, including those with HIV/AIDS, by partnering with non-profit organizations, the City, and mainstream service providers. They specifically focus on providing a wide range of services to chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City's CDBG and HOME funds continue to be used to help meet the demand for decent, safe, and affordable housing, homelessness, and other special needs. Additionally, the Neighborhood Services

Department, which administers the CDBG and HOME programs, will be involved in a number of activities. Activities will include continued participation in the Continuum of Care Plan. Continued involvement with organized targeted neighborhood organizations and active collaboration with entities such as the United Way, East Texas Human Needs Network, The Salvation Army, Gateway to Hope Ministries, People Attempting to Help (PATH), Texas Homeless Network Balance of State, Habitat for Humanity, City of Tyler Police Department, the Andrews Center, the Department of Veterans Affairs, First Baptist Church and many others to help identify and meet the under-served needs in the areas of housing, employment and training opportunities, homelessness, and special needs.

The East Texas Human Needs Network (ETHNN) conducted its 2024 Point in Time Homeless Survey and Count in February 2024 and identified the gaps in the service area with the following information: Although housing is a priority of all persons participating in the Point in Time Homeless Survey, the needs for transportation, job training and placement, and case management as listed in the top five. These align with the top five reasons for becoming homeless. Basic needs for clothing and food are also in the top five. Agencies believe this is an issue of accessibility. Those experiencing homelessness know what would help them get out and stay out of homelessness.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Tyler Neighborhood Services staff will manage and work more closely with non-profit and for profit organizations in carrying out strategic plan activities and responding to those needs identified through surveys of homeless persons to help overcome gaps. Various initiatives within the strategy can include:

1. Work with non-profit organizations to address community needs and provide support to federal and non-federal funding initiatives.

2. Identify opportunities to create private/public partnerships for project finance and development to leverage federal funds.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homebuyers	2025	2029	Affordable Housing	City of Tyler	Decent and Affordable Housing	HOME: $304,150	Direct Financial Assistance to Homebuyers: 25 Households Assisted
2	Public Facilities	2025	2029	Non-Housing Community Development	City of Tyler	Non-Housing Community Development	CDBG: $1,887,820	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2000 Persons Assisted
3	New Construction/Reconstruction	2025	2029	Affordable Housing	City of Tyler	Decent and Affordable Housing	HOME: $836,431	Homeowner Housing Added: 15 Household Housing Units
4	Housing - Repair and ADA Accessibility	2025	2029	Affordable Housing Homeless	City of Tyler	Decent and Affordable Housing	CDBG: $1,132,690	Homeowner Housing Rehabilitated: 100 Household Housing Unit
8	CDBG/HOME Admin.	2025	2029	Administration of all Categories	City of Tyler	Non-Housing Community Development	CDBG: $755,125 HOME: $152,075	Other: 3 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
9	CHDO Reserve	2025	2029	Affordable Housing Homeless	City of Tyler	Decent and Affordable Housing	HOME: $228,110	Homeowner Housing Added: 20 Household Housing Units

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	Homebuyers
	Goal Description	The funds will be utilized to create or enhance affordable housing options for low—to moderate-income homebuyers. This encompasses providing support for down payments, closing costs, direct and project delivery expenses, and homebuyer education.
2	**Goal Name**	Public Facilities
	Goal Description	The city government has engaged in extensive consultation with members of the public and civic leaders to gain a comprehensive understanding of the specific public facilities required within the city. Furthermore, through in-depth dialogue with local non-profit organizations and various public and civic leaders, the city has pinpointed and addressed a wide range of needs within the community. Projects that will be addressed are better lighting in parks, downtown areas, and walking trails. Bus Shelters strategically placed in CDBG designated areas, and Park improvements to those in areas of low-mod income.
3	**Goal Name**	New Construction/Reconstruction
	Goal Description	Exploring the potential acquisition and the construction or reconstruction of modest and affordable housing options specifically designed to meet the needs of low to moderate-income households within our community.

4	**Goal Name**	Housing - Repair and ADA Accessibility
	Goal Description	Funding is available for maintaining existing housing by addressing minor or critical repairs and removing architectural barriers to ensure ADA accessibility in owner-occupied dwellings. This includes covering direct costs and project delivery expenses. The ability to help people stay in their homes longer and give them the ability to care for and maintain their living environment will create a sense of ownership and pride in their dwelling. This support will help keep them in a stable environment of their own rather than having to rely on other accommodations, because their current living environment cannot sustain their needed living arrangement.
8	**Goal Name**	CDBG/HOME Admin.
	Goal Description	Adminstration of CDBG and HOME Funded Programs.
9	**Goal Name**	CHDO Reserve
	Goal Description	15% of HOME funds to be utilized by an eligible Community Housing Development Organization (CHDO) for investment only in housing owned, developed, or sponsored by a CHDO under 24 CFR 92.300

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City of Tyler plans to provide HOME funding for housing reconstruction, new construction, first-time homebuyer assistance, and down payment and closing cost assistance to provide affordable owner-occupied housing. Eligible applicants are low—and moderate-income people with incomes at 80% or below the citywide median. It is anticipated that approximately 25 households will be assisted through the HOME funding goals over the next five years.

In the upcoming year, the City anticipates being able to assist 5 extremely low-income, low-income, and moderate-income families with HOME funding through new construction.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

Tyler does not have a public housing authority or public housing units.

Activities to Increase Resident Involvements

Not applicable

Is the public housing agency designated as troubled under 24 CFR part 902?

N/A

Plan to remove the 'troubled' designation

Not applicable

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The City of Tyler faces several barriers to affordable housing as a result of public policies, some of which are identified through the Consolidated Plan process. These barriers include long waiting lists, residents' inability to afford rent and utility deposits, lack of funding for local groups due to the slow economy and reduced philanthropy, as well as local factors such as land availability, resident income, and housing supply and costs. Additionally, insufficient funds for down payments, lack of credit, poor credit, and high monthly payments relative to income contribute to the deterrence of affordable housing in Tyler. Limited availability of homes for sale within the price range for low- to moderate-income families is also a concern.

The Tyler 1st Comprehensive Plan indicates that approximately 60% of Tyler's housing is single-family houses, with a homeownership rate of approximately 52%, lower than the statewide rate of 63%. Prices for existing single-family houses in Tyler have risen substantially since 2000, and new houses are larger and more expensive on average. Nearly half of Tyler's households do not earn enough income to afford the median-priced single-family home, which is $205,200.

These barriers are caused by factors such as insufficient funds for down payment, high existing debt for prospective purchasers, the need for property repairs for owner-occupied residents, lack of credit, poor credit, available funding, mortgage loan denials, and unemployment. Additionally, local policies and issues contribute to these barriers, including development fees, tax policies, zoning ordinances, zoning changes, land use controls, permit fees and regulations, lack of affordable housing, and municipal housing codes.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Recommended remedial actions include creating partnerships and identifying new federal, state, city, and private resources needed to make housing more affordable.

Action #1: The City of Tyler will continue to support the increased production of affordable housing through public-private partnerships with developers and capacity building for nonprofits with the Entitlement Funds.

Action #2: The City of Tyler will continue to facilitate access to below-market-rate units by using its federal funds to leverage nonfederal entitlement funding, such as state low income tax credit and federal home loan bank funding, and private sector participation in financing affordable housing and neighborhood reinvestment.

Action #3: the City of Tyler will continue to maintain a list of private partner lenders providing affordable housing financing and subsidies or offering buyers access to down payment, closing cost, or favorable underwriting that supports buyers.

Action #4: the City of Tyler will continue to identify and support local developers seeking additional federal, state, and private sources of funds for affordable housing as they become available.

Action #5: The City of Tyler will continue to encourage private sector support for affordable housing that is developed as a component of market-rate and mixed-use development.

Action #6: The City of Tyler will increase fair housing education and outreach to raise awareness and increase the effectiveness of fair housing ordinances. As funding becomes available, the city will target fair housing education and outreach to the rapidly growing Hispanic and other immigrant and refugee populations. The City will also continue supporting fair housing workshops or information sessions to increase awareness of fair housing rights among immigrant populations and low-income persons who are more likely to be entering the home-buying or rental markets at a disadvantage.

Action #7: the City of Tyler will partner with local industry to conduct ongoing outreach and education regarding fair housing for the general public and focus on protected class members, renters, home seekers, landlords, and property managers. Outreach will include providing joint fair housing training sessions, public outreach, and education events, utilization of the City website and other media outlets to provide fair housing information, and multi-lingual fair housing flyers and pamphlets available in a variety of public locations. The City will continue to provide outreach to non-English speaking people.

Action #8: Encourage Fair Housing Enforcement Agencies to target and increase fair housing testing for multifamily properties. The City of Tyler will encourage HUD to provide increased fair housing testing in local apartment complexes. The testing program looks for evidence of differential treatment among a sample of local apartment complexes. Following the test, HUD will be asked to share its findings with the City, which will offer outreach to landlords that showed differential treatment during the test.

Action #9: the City of Tyler will continue to apply for competitive and non-entitlement State and Federal funding and assistance from nonprofit intermediaries for financial literacy education programs. Financial literacy should be emphasized to prevent poor credit and understand the importance of good credit.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The East Texas Human Needs Network plan follows the models established by the Federal Strategic Plan to Prevent and End Homelessness, the Texas Interagency Council for the Homeless Annual Report, and the Pathways Home Addendum.

The plan presents strategies that build upon the lesson that mainstream housing, health, education, and human service programs must be fully engaged and coordinated to prevent and end homelessness. Specifically, our community will: 1. Enhance leadership, collaboration, and civic engagement; 2. Retool the homeless response system; 3. Increase access to stable and affordable housing; and 4. Implement a Housing First Program.

The 2024 Point in Time Homeless Survey and Count conducted by the East Texas Human Needs Network (ETHNN) occurred on Thursday, January 25. Volunteers use what is known as the "known location" methodology to survey persons found at sites identified by the community as where those suffering from Homelessness are known to congregate. The resulting survey sample represents people in homeless situations and persons who are at risk of becoming homeless. This information is used by local communities in the development of short—and long-term strategies to alleviate Homelessness.

Homelessness by the numbers:

- Three hundred forty-four homeless persons were found on the night of January 25, 2024. Of those identified that night, 249 (72%) were adults and 95 (28%) were children.

Military veterans are homeless at a lower rate than in other years. In Smith County, 4% of our surveyed population is classified as veterans.

The survey estimates homeless characteristics and needs to develop better strategies for assisting people out of Homelessness.

Addressing the emergency and transitional housing needs of homeless persons

There is a shortage of housing of all types in Tyler, which creates a shortfall in addressing the shelter needs of the homeless. This is why Implementing a Housing First program is important. Housing First is a simple philosophy that dictates that the most vulnerable and chronic people experiencing homelessness be offered the choice to move into permanent housing combined with available supportive services ("permanent supportive housing") right away. It discourages imposing conditions on permanent housing related to health, employment, or sobriety. This approach has a documented track record of ending people's homelessness while often encouraging them to make their own choices to get healthy, quit drugs and alcohol, and find employment when possible.

Member organizations include East Texas Crisis Center, PATH, Salvation Army, United Way, Tyler AIDS Services, The Andrews Center, Habitat for Humanity, Meals on Wheels, East Texas Food Bank, and others. These organizations continued to provide emergency shelter and transitional housing needs and actively identify and seek other resources.

As the only homeless advocacy organization in Smith County, the East Texas Human Needs Network (ETHNN), which includes members of the former Smith County Coalition for the Homeless, has made several efforts to assess the size, characteristics, and needs of the homeless population in order to inform policymakers and service providers. Over the past ten years, the Texas Homeless Network (THN) and ETHNN have addressed this issue, refining the methodology and adding to what is known about the problem of homelessness in Texas. Working closely with and partnering with emergency shelters, transitional housing programs, the City of Tyler, and many other concerned agencies and churches, a culmination of resources can be used to address homelessness.

An inventory of beds is conducted on the same night as the Point in Time Homeless Survey and Count.

- 334 beds were available on January 22, 2024.
- 210* beds were in Emergency Shelters (63%).
- 99 beds were in PATH's Transitional Housing program. PATH residents were not surveyed and are not reflected in the chart above. (30%).
- 25 beds were in Permanent Supportive Housing (7%) (Veterans only).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The City of Tyler actively participates in local initiatives that provide supportive services and environments to assist homeless and special needs populations. Consulting with the Texas Balance of States COC, the city works with organizations such as PATH, Salvation Army, Gateway to Hope, Camp V, and the Mayor's Veteran Roundtable to end homelessness within the city's jurisdiction. These organizations help provide permanent supportive housing and assist clients with accessing services, including independent living skills. The program requires all participants to have a self-sufficiency plan to help them become self-sufficient and remain in permanent housing to prevent homelessness. The city also uses HOME-funded TBRA programs to assist homeless veterans transition to self-sufficiency with short-term housing opportunities. Additionally, the city utilizes non-HUD funds to provide necessary public services through non-profit agencies to the community, including assistance to the homeless and chronically homeless.

The ETHNN will continue its efforts to reach out to homeless individuals and families by providing its information and referral service and promoting available services through various mediums such as radio and television advertisements, newspapers, and flyers. An effective referral and case management system will enable agencies to promptly assess the needs of homeless individuals. The City will also work in collaboration with homeless agencies to provide services to both homeless individuals and those at risk of becoming homeless, including those recently released from institutionalized settings.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

East Texas Human Needs Network (ETHNN) will continue working with all housing and mainstream service providers to strengthen their capacity and knowledge about collaboration. This will be achieved by engaging the community, researching their needs, and collaboratively planning interventions to prevent and end homelessness.

ETHNN is seeking to implement a Homelessness Management Information System (HMIS). HMIS is a local information technology system used to collect client-level data on the provision of housing and services to homeless individuals, families, and persons at risk of homelessness.

A Continuum of Care (CoC) is a local or regional planning body that coordinates housing and services funding for homeless individuals and families. CoCs also keep track of and manage the homeless community in their area. One of the most important responsibilities of CoCs is conducting a biannual count of the homeless population and an annual enumeration of emergency systems, transitional housing units, and beds that make up the homeless assistance systems. These counts provide an overview of the state of homelessness in a CoC and provide the information needed to reallocate services, funding, and resources as needed. Additionally, CoCs manage prevention strategies and homeless assistance programs to help those at risk of or experiencing homelessness.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City acknowledges that older homes may contain lead-based paint, which can be harmful to young children. A significant portion of the houses in Tyler may have lead-based paint hazards.

The following steps will be taken:

- Providing public information and education about lead-based paint.
- Integrating lead hazard evaluation and reduction activities into housing initiatives when necessary.
- Monitoring regular reports from the County Health Department and Texas Department of State Health Services to track reported cases of lead poisoning.
- Encouraging local construction contractors to become certified as lead paint inspectors, removers, and abaters.
- Continuing to build the City's technical capacity to manage projects affected by lead paint.

How are the actions listed above related to the extent of lead poisoning and hazards?

The City has not experienced any confirmed cases of lead-based paint poisoning. However, it is essential to follow protocols for all HUD-funded programs. It is required to notify individuals living in or purchasing houses built before 1978 about the hazards associated with lead paint. We encourage parents with children under the age of 6 to have their children tested and to seek safe housing and medical treatment immediately if lead exposure is a concern. We will also investigate the availability and practicality of low-cost encasement, encapsulation, and other related products. The City of Tyler will continue to test homes built before 1978 that receive federal assistance for lead-based paint, in compliance with 24 CFR Part 35, at the time households seek assistance from the City.

How are the actions listed above integrated into housing policies and procedures?

The City is aware of the potential risks of lead poisoning and will continue to monitor health data to identify instances of the problem. The City will share information with the public about the dangers of lead paint and will continue testing lead paint in housing units being considered for CDBG or HOME assistance.

The following actions will be taken:

- Appropriate City staff will complete the EPA-Accredited Certified Renovator Training. Policies and procedures will be updated as required, and all contractors will be required to obtain certified renovator training certification.
- Provide public information and education about lead-based paint.

- Incorporate lead hazard evaluation and reduction activities into housing initiatives when applicable.
- Monitor regular reports from the County Health Department and Texas Department of State Health Services to track reported cases of lead poisoning.
- Encourage local construction contractors to become certified as lead paint inspectors, removers, and abaters.
- Continue to build technical capacity within the City to handle projects impacted by lead paint.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

In order to promote economic and social self-sufficiency, the City will take the following actions:

1. Continue to expand the Housing Choice Voucher Homeownership Program and apply for funding for the Family Self-Sufficiency Program, which is designed to provide supportive and educational services to reduce dependence on subsidy programs.

2. Expand affordable housing programs to lessen the economic impact of rent and homeownership burdens on low-income households.

3. Use local funds to provide economic development incentives to encourage the retention and creation of employment opportunities for low-income residents.

4. Enforce the requirements of Section 3 in applicable contracts using federal funds.

5. Support local non-profit organizations that offer educational courses in homebuyer and homeowner responsibilities, home maintenance, budgeting, nutrition, parenting, affordable rental units, and other health and human services.

6. Support public service activities that enhance the quality of life of low-income residents.

7. Support public service activities that help youth reach their maximum potential and ultimately leave the poverty environment.

8. Encourage collaboration and reduce duplication of effort among the region's entities and public service providers.

9. Actively participate in the Smith County Coalition for the Homeless and other local initiatives designed to provide supportive services and environments to assist homeless and special needs populations.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The City actively seeks funding opportunities to support public and private agencies and other service providers. The City will provide technical assistance, help secure funding from various sources (federal and non-federal), and work to simplify processes and improve local coordination.

The City of Tyler will continue to implement the consolidated strategy and plan. Departments involved in this effort include Neighborhood Services, Planning & Zoning, Development Services, Engineering, Building Inspections, Code Enforcement, and the Police Department.

The Neighborhood Services Department will collaborate with neighborhood organizations, nonprofit and social service agencies, and the Smith County Coalition for the Homeless to improve coordination in addressing the needs of chronically homeless individuals. The department will also stay informed about changes in the community and community services by consulting with various public, private, and nonprofit organizations involved in the Consolidated Planning process.

Goal: Improve coordination efforts between the City and other agencies and organizations committed to the improvement of housing and community development

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Neighborhood Services Department is responsible for monitoring and ensuring compliance with both the CDBG and HOME programs. The staff reviews projects proposed by the City and eligible organizations to ensure they comply with national objectives, the Consolidated Plan, local eligibility requirements, and City Council Guidelines. Quarterly reports are collected for most programs to serve as an ongoing monitoring mechanism. Ongoing compliance and monitoring activities include the following:

- Staff reviews projects proposed by eligible organizations for compliance with eligibility requirements, national objectives, the Consolidated Plan, and City Council guidelines.

- A comprehensive environmental review record containing all assessments, findings, and pertinent information will be prepared.

- Regular monitoring through monthly, quarterly, or annual reporting will be conducted for all programs offered through the City and by contractors and sub-recipients.

- Staff will monitor to meet Federal labor standards, bidding, and contract requirements.

- Prior to issuing reimbursement for any goods or services, the City will verify that they have been provided according to specific program requirements.

- If applicable, contractors, subrecipients, and city services will be subject to an annual monitoring risk assessment and on-site visit. Monitoring will also be completed on HOME-funded projects with affordability periods.

- An annual performance report identifying performance toward planned goals will be prepared (CAPER).

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Tyler receives funding for the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME). This program will bring approximately $5,500,000.00 into the City through CDBG and HOME Entitlement funds to support affordable housing and promote non-housing community development during the next five-year period. During the first year (FY 2024-2025), the City will receive $755,127.00 in CDBG and $304,153.31 in HOME Entitlement funds. The funds will be used primarily for administration, acquisition, housing reconstruction, new construction, first-time homebuyers, and various targeted public facilities improvements.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	755,127	0	0	755,127	3,020,508	The expected amount for the remainder of the Con Plan equals the Year 1 Annual Allocation times four

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	304,153	0	0	304,153	1,216,613	The expected amount for the remainder of the Con Plan equals the Year 1 Annual Allocation times four.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will be leveraged through the ability of service organizations to raise program funds through outside sources and other adjustments by the City for housing development activities in underdeveloped and low-mod areas, such as waiver of fees for water, sewer, permits, etc. Additionally, the City will consider establishing Neighborhood Empowerment Zones in partnership with participating developers.

Other sources of funding will include the HUD Housing Choice Voucher Program, HOME ARP Funds, Low-Income Housing Tax Credit (LIHTC), Federal Home Loan Bank, state funds, private lender financing, private foundation funds, non-profit organizations, for-profit developers, and local contributors. We will also leverage the coordination of programs with non-profit partners and volunteer work groups who will provide labor and assistance.

HUD requires the City of Tyler to have a local match for the HOME Participation Funds. Matching funds can come from various sources, such as city general funds, donated properties, city services, locally-funded infrastructure, Community Development Corporations, fee waivers from other city departments, in-kind services from the Affordable Housing Task Force, funds from private lending institutions, private investments, and local higher education partners.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City is looking to make lots available to developers through the Housing Infill Program (HIP), which will commit to building affordable housing in low-mod census tract areas or selling the houses to low-mod homebuyers as part of the Affordable Housing Task Force. Priority is given to projects that intend to revitalize neighborhoods and stimulate economic development within the City.

Discussion

Working with other city entities, such as non-profits and private foundations, will allow the City to better leverage the CDBG and HOME funds and better identify the needs of lower-income citizens.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Homebuyers	2015	2019	Affordable Housing	City of Tyler	Decent and Affordable Housing	CDBG: $60,000	Direct Financial Assistance to Homebuyers: 5 Households Assisted
2	Public Facilities	2015	2019	Non-Housing Community Development	City of Tyler	Non-Housing Community Development	CDBG: $161,400	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted Overnight/Emergency Shelter/Transitional Housing Beds added: 0 Beds
3	New Construction/Reconstruction	2015	2019	Affordable Housing	City of Tyler	Decent and Affordable Housing	HOME: $280,288	Homeowner Housing Added: 6 Household Housing Unit
4	Housing - Repair and ADA Accessibility	2015	2019	Affordable Housing Homeless	City of Tyler	Decent and Affordable Housing	CDBG: $285,000	Homeowner Housing Rehabilitated: 15 Household Housing Unit

Table 55 – Goals Summary

Goal Descriptions

1	**Goal Name**	Homebuyers
	Goal Description	Funds to provide or expand affordable housing opportunities for low-income homebuyers by providing down payment and closing cost assistance (including direct & project delivery costs) and homebuyer education assistance.
2	**Goal Name**	Public Facilities
	Goal Description	Funds to construct infrastructure and construct or rehabilitate public facilities.
3	**Goal Name**	New Construction/Reconstruction
	Goal Description	Construction of modest and affordable dwellings for low-moderate households.
4	**Goal Name**	Housing - Repair and ADA Accessibility
	Goal Description	Funds to preserve existing housing through Minor/Critical Repair and Removal of Architectural Barriers of owner-occupied dwelling (including direct costs and project delivery costs).

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects were developed by staff with consultation from non-profit service providers and community input through priorities established with the involvement of the community survey and meetings with social service agencies regarding the housing and community development needs of low-mod income citizens, children, elderly persons, persons with disabilities, veterans, and homeless persons.

Projects

#	Project Name
1	Administration
2	Critical Home Repair and Accessibility
3	Public Facilities
4	First Time Homebuyer
5	Construction/Reconstruction
6	CHDO Reserve

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects mentioned above were carefully selected from a wide range of project proposals based on their alignment with the priorities established through the Consolidated Plan forums and community survey process. These projects are considered to be of utmost importance and/or address critical needs within the community. One of the main challenges in addressing these needs is the limited availability of resources.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Administration
	Target Area	City of Tyler
	Goals Supported	Homebuyers Public Facilities New Construction/Reconstruction Housing - Repair and ADA Accessibility
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $151,025 HOME: $30,415
	Description	This project aims to offer comprehensive management, oversight, coordination, planning, and capacity building activities in accordance with 24 CFR 570.205 and .206 for Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	900 W. Gentry, Tyler, Texas 75702
	Planned Activities	Manage and administer all programs and projects under CDBG and HOME.
2	**Project Name**	Critical Home Repair and Accessibility
	Target Area	City of Tyler
	Goals Supported	Housing - Repair and ADA Accessibility
	Needs Addressed	Decent and Affordable Housing
	Funding	CDBG: $226,538

	Description	Critical Home Repair program- to assist owner-occupied, low/mod income households with critical repairs that will help bring their house up to minimum standards. Repairs help eliminate hazardous situations such as plumbing or sewer leaks, electrical system hazards, furnace/heater repairs, water heater replacement, exterior door replacement, structural failures, roof repairs, rotted wood replacement, or other minor code-related violations. Critical repairs include reasonable accommodations for persons with disabilities, such as handicapped ramps, handrails, grab bars, bathroom modifications, door alterations, etc. Critical repair is in accordance with ADA (Americans with Disabilities Act) requirements. This includes activity costs and activity delivery costs
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The estimated number of low-mod income households per fiscal year is 20
	Location Description	City of Tyler
	Planned Activities	Critical Repair Program, ADA Accessibility Program, Insurance and premiums and, where needed to protect the grantee's interest in properties securing a rehabilitation loan, hazard insurance premiums as well as flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, as amended, pursuant to §570.605.
3	**Project Name**	Public Facilities
	Target Area	City of Tyler
	Goals Supported	Public Facilities
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $377,564
	Description	This important initiative is dedicated to improving public amenities in low to moderate-income areas of the city. The primary focus is to develop much-needed parks, enhance lighting infrastructure, and provide bus shelters in these specific communities, where such resources are currently lacking.
	Target Date	9/30/2025

	Estimate the number and type of families that will benefit from the proposed activities	These activities will be focussed on specific Block Groups where the number of families could be 1000 or more combined.
	Location Description	The City of Tyler Low and Moderate Income Block Groups
	Planned Activities	This important initiative is dedicated to improving public amenities in low to moderate-income areas of the city. The primary focus is to develop much-needed parks, enhance lighting infrastructure, and provide bus shelters in these specific communities where such resources are currently lacking.
4	**Project Name**	First Time Homebuyer
	Target Area	City of Tyler
	Goals Supported	Homebuyers
	Needs Addressed	Decent and Affordable Housing
	Funding	HOME: $60,830
	Description	First Time Home Buyer Program for Low-Mod Income Buyers toward down payment and closing cost assistance.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately five households will benefit from the proposed activities.
	Location Description	City of Tyler
	Planned Activities	First Time Home Buyer Program for Low-Mod Income Buyers toward down payment and closing cost assistance.
5	**Project Name**	Construction/Reconstruction
	Target Area	City of Tyler
	Goals Supported	New Construction/Reconstruction
	Needs Addressed	Decent and Affordable Housing
	Funding	HOME: $167,286
	Description	Construct new affordable homes for low and very low-income families, including activity and activity delivery costs.

	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately four families will benefit from the proposed activities.
	Location Description	The activities will take place throughout the City of Tyler.
	Planned Activities	Acquire lots and construct new affordable housing for low and very low-income families.
6	**Project Name**	CHDO Reserve
	Target Area	City of Tyler
	Goals Supported	Housing - Repair and ADA Accessibility
	Needs Addressed	Decent and Affordable Housing
	Funding	HOME: $45,622
	Description	15% set aside for CHDO
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 families will benefit from the proposed activities.
	Location Description	Activities will be located throughout the City or Tyler.
	Planned Activities	15% of HOME funds to be utilized by an eligible CHDO for investment only in housing owned, developed, or sponsored by a CHDO under 24 CFR 92.300

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Much of the funding from the CDBG and HOME programs is available for use in any of the target neighborhoods or citywide, depending on the specifics of the designated activities. Also, some funding is available according to individual benefit rather than area benefit. Other eligible projects and activities can be available on a city-wide basis unless they are required by HUD regulations to be limited to specific identified low-income areas.

Geographic Distribution

Target Area	Percentage of Funds
City of Tyler	100

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City has worked closely with the public and civic leaders to ascertain the priority needs within the targeted areas. In accordance with the successful past targeting of federal funds in identified annual target areas, the City has made available a percentage of the CDBG funds for affordable housing and public facilities projects and activities located in the City.

Discussion

Based on the information gained during the development of the Consolidated Plan, the City will make the HOME Program funds available for affordable housing activities throughout the City, with no geographic preference. Information on how the City of Tyler assesses eligibility for programs is found in the Neighborhood Services (NBS) General Administrative Guidelines. Eligibility criteria are further explained in separate documentation for each program administered by Neighborhood Services - Community Development Division. The General Administrative Guidelines can be found at the office of Neighborhood Services located at 900 W. Gentry Parkway, or this information can be obtained by contacting the Community Development Office at (903) 531-1303. **GENERAL ADMINISTRATIVE GUIDELINES 1. PURPOSE - APPLICATION PROCEDURES**

A. Neighborhood Services will provide public notice and advertisement regarding the availability of the program funds in accordance with the requirements contained in the City's approved Citizen Participation Plan. Interested applicants will be given application and verification forms and instructions for completion. Staff is available to assist with completion of required forms. Applicants can receive an application, instructions, and verification forms from the front desk secretary at the NBS office. All forms

are kept up front for easy access for anyone who visits. Applicants can drop by the office, call and set up an appointment, or email a staff member, and forms can be emailed. If the applicant is handicapped or does not have transportation, instructional forms, and an application can be mailed to the client.

B. Applications must be submitted in writing. You can fill out the original application at the NBS office or bring it back at a later date and give it to the front desk receptionist. The receptionist will then route it to the proper personnel for review. Household income and other eligibility criteria will be determined and certified by examining source documents, such as wage statements from employers, interest statements, and Warranty Deeds. Any changes in information must also be submitted in writing by the applicant.

As a first priority, all applications are evaluated to determine if the applicant qualifies by being at or below 80 percent of the medium income range. Depending on the specific program applied for, applications are also considered and evaluated on a first-come, first-served basis for the Owner-Occupied Minor Repair Program. For the First-Time Homebuyer program, eligibility, and capacity criteria are considered. For the Owner-Occupied Reconstruction Programs, along with income eligibility, a housing need basis is a determining factor.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City maintains a strong commitment to preserving and maintaining the existing supply of affordable housing and increasing the availability of affordable housing opportunities through facilitating and funding new construction efforts. HOME funds specifically target housing activities for low-income persons and families, providing assistance for homebuyers, homeowners, rental development, and new construction activities. CDBG and HOME funds are also made available to provide direct assistance with homebuyer and reconstruction and construction activities and to fund infrastructure and public facilities that allow for the new infill housing development.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	29
Special-Needs	0
Total	29

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	4
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	24

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

The city is dedicated to supporting households by producing new units and rehabilitating existing ones. In addition, the city's CDBG and HOME administrator collaborate closely with the HCV administrator to ensure maximum support for households.

AP-60 Public Housing – 91.220(h)

Introduction

Tyler does not have a public housing authority or public housing units.

The continued affordability of housing units assisted through the City's programs is ensured through the use of liens with designated occupancy and affordability requirements. The City also continues to develop its relationship with non-profit housing and service providers and local lending institutions to improve the quality and quantity of its affordable housing stock. The City participates in HUD's **Housing Choice Voucher Program** and currently manages a total of 1022 vouchers, of which 39 are allocated for Veterans Affairs Supported Housing (VASH) and 9 Emergency Vouchers. The City's HCV Program inspectors ensure that the subsidized housing units continue to meet Housing Quality Standards (HQS) through initial, annual, and special inspections.

Actions planned during the next year to address the needs to public housing

Strategy 1.2.4: Coordinate with the Housing Choice Voucher Program (HCV) to identify homeownership opportunities through their subsidized funds.

Output: Meet with the Housing Choice Voucher Program Manager at least annually to discuss homeownership opportunities for participants.

Outcome: HCVP participants that transition into homeownership.

Indicator: The number of HCVP participants that transition into homeownership.

The City of Tyler also provides support from its local general fund to assist with economic development activities to attract and retain new businesses and job opportunities that are available to low-income and underserved populations.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Tyler does not have public housing, but it administers the Housing Choice Voucher Program, providing vouchers to 1022 low-income families each month. Many apartment complexes participate in the Housing Choice Voucher Rental Assistance Program, offering rental assistance to tenants in their units. The city aims to continue and expand affordable housing programs to reduce the economic impact of rent and homeownership burdens on low-income households. It also supports local non-profit organizations that provide educational courses on homebuyer and homeowner responsibilities, home maintenance, budgeting, nutrition, parenting, affordable rental units, and other health and human services. Additionally, the city pledges to support public service activities that enhance the quality of life for low-income residents, help youth reach their full potential, and break the cycle of poverty. The city

also seeks to expand the Housing Choice Voucher Homeownership Program and apply for the Family Self-Sufficiency Program funding annually to provide supportive and educational services aimed at reducing dependence on subsidy programs. Furthermore, the city will provide economic development incentives using local funds to encourage the retention and creation of employment opportunities for low-income residents. It also aims to promote collaboration, reduce duplication of efforts among regional entities and public service providers, and participate in initiatives to provide supportive services and environments for homeless and special-need populations.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Tyler does not have a public housing authority or public housing units.

Discussion

The Housing Choice Voucher (HCV) program continues to assist with mortgage payments through Housing Vouchers. The Family Self-Sufficiency (FSS) program is currently assisting 31 families. The Community Development staff holds regular meetings with the FSS and Homeownership staff to strategize how to make the most of program and homeownership funds. These meetings are meant to inspire ideas and initiatives for participants, with the goal of reducing their reliance on subsidy programs. Staff will continue to share their expertise in affordable housing, as well as provide assistance with down payments, closing costs, and programming initiatives to promote self-sufficiency among program participants. The FSS program is currently serving 38 families who are participating in the HCV program, and these families have either completed or are in the process of completing the following goals: (1) obtaining or maintaining employment; (2) creating their own source of income through the opening of businesses; (3) pursuing higher education; and (4) entering homeownership.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City's comprehensive strategy prioritizes continued engagement in the Texas Balance of States CoC and active support for diverse agencies and organizations providing vital services such as supportive care and various housing options, including emergency, transitional, and permanent residences. These focused efforts are detailed in the Consolidated Plan and will be diligently pursued by the City.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Goal 1: Improve the condition and availability of affordable housing in FY 2024-2025.

Objective 1.1: Strengthen the collaboration with homeless providers to supply a continuum of services.

Strategy 1.1.1: Attend meetings, conferences, seminars, and outreach activities that support homeless efforts.

Output: Attend at least 3 meetings and support at least one outreach effort.

Outcome: A clear understanding of issues surrounding homelessness and possible solutions.

Strategy 1.1.2: Provide staff assistance for subcommittees, homeless counts, and Continuum of Care development.

Output: At least one staff member will participate on one subcommittee and assist with homeless counts.

Outcome: Increased participation by the City of Tyler in the homeless continuum of care process.

Goal 2: Partner with local non-profits to conduct a feasibility study to determine how best to add transitional housing beds.

Funding required to meet the objectives listed above would come from the ESG entitlement or Super NOFA grants. City of Tyler is not an Entitlement for the ESG Grant. Funding levels determined annually based grant funds available. Coordination efforts will be carried out by existing staff.

In order to reach out to homeless persons, The East Texas Human Needs Network or other service provider organizations will need to meet with city/county government, hospitals, the Department of Human Services, the Justice System, and law enforcement agencies to develop a team approach to discharge planning in the East Texas area. This will involve a four-step strategy of identifying the problem's scope and priorities. Locating resources and implementing institutional change.

Addressing the emergency shelter and transitional housing needs of homeless persons

In a community the size of Tyler, there is constant communication between supportive services and housing providers. The East Texas Human Needs Network has facilitated a more formal collaboration between service providers. The monthly network meetings provide a forum for discussing obstacles and learning about new services. In addition, the local 2-1-1 Call for Help through United Way and Camp V also meets quarterly with all agencies listed in their services for homeless individuals and families and is the primary method used to move homeless individuals through the system.

The 2-1-1 Texas A Call for Help Community Resource Center and the Homeless Management Information System (HMIS) can offer information and referrals to case management and other supportive services for homeless persons entering the system. Most services are provided on a first-come, first-serve basis, with the majority of programs having an application process and eligibility requirements.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Please remember the following information about local organizations providing emergency/transitional housing and supportive services to homeless and at-risk individuals:

Several local organizations, such as social service agencies, charitable groups, and religious organizations, offer emergency/transitional housing and supportive services to the homeless and at-risk persons, including abused women and children and substance abusers. The East Texas Human Needs

Network will continue to expand the HMIS to provide up-to-date information on services.

Supportive services in the city include, but are not limited to:

Outreach, Intake and Assessment:

- The Salvation Army

- HiWay 80 Rescue Mission

Homeless Prevention:

- The Salvation Army

- PATH

Permanent Affordable Housing:

- City of Tyler

- PATH

- The Salvation Army

Emergency Shelters:

- The Salvation Army

- East Texas Crisis Center

- Andrews Center (Veterans)

Transitional Housing:

- PATH

Permanent Supportive Housing:

- HUD VASH Vouchers (Veterans)

Supportive Services:

- PATH

- The Salvation Army (Social Services)

- Veterans Administration

- Gateway to Hope

- HiWay 80 Rescue Mission

With the addition of the 2-1-1 system across Texas, outreach to other homeless individuals has become easier. Anyone in need can use any phone to dial 2-1-1 for assistance and be contacted immediately by Tyler's Community Resource Center.

Additionally, Camp V is available to help veterans with all facets of services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Texas Balance of State Continuum of Care states basic provisions of a discharge policy include:

- Discharge from institutions into homelessness is prohibited.
- Discharge planning begins at entry into the institution, and appropriate planning processes are created and monitored.
- Access to mainstream service systems (establishing eligibility while still in the institution is necessary for reducing recidivism and homelessness).

The East Texas Human Needs Network or other service providers organizations will need to meet with city/council government, hospitals, the Department of Human Services, the Justice System, and law enforcement agencies to develop a team approach to discharge planning in the East Texas area. This will involve a four-step strategy of identifying the scope of the problem, identifying priorities, locating resources, and implementing institutional change.

Discussion

The City continually establishes working relationships with local non-profit homeless providers. These relationships allow the City to meet the needs of its homeless citizens by pooling resources and working collaboratively.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The Analysis of Impediments to Fair Housing lists impediments to fair housing in Tyler. These impediments are identified in the Analysis of Impediments completed in August 2020 and are currently being updated. The following impediments are identified and discussed as barriers to fair housing. The City will evaluate the recommended remedial actions and will continue implementing those feasible recommendations during FY 2025. In the City of Tyler, local policies do not create the primary barriers to affordable housing. The City has made a concerted effort to streamline the development process and offer fee waivers for some development fees.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

There are several barriers that negatively affect affordable housing in Tyler. These barriers include long waiting lists, the inability of residents to come up with rent and utility deposits, and the lack of adequate funding for local groups due to the sluggish economy and lack of philanthropy. Housing affordability is also impacted by local factors like the availability of land for new construction, residents' income, housing supply, and housing costs. In Tyler, affordable housing is further hindered by insufficient funds for down payment, lack of credit, and poor credit. Additionally, the long-term affordability of a home, including the required monthly payments for principal, interest, taxes, and insurance, is often too high for a low-income household. Moreover, the availability of homes for sale in the price range and size for low- to moderate-income families is limited. According to the City's Tyler 1st Comprehensive Plan, about 60% of housing in Tyler consists of single-family houses. Prices for existing single-family houses in Tyler have increased substantially since 2022, and new houses are, on average, much larger and more expensive than existing homes. Nearly half of Tyler's households do not receive enough income to afford the median-priced single-family home, which is $210,200.

The U.S. Department of Housing and Urban Development (HUD) defines a household experiencing a cost burden as having gross housing costs that exceed 30% of gross income. A severe cost burden occurs when gross housing costs exceed 50% of gross income. The cost of homeownership can impact property maintenance, the ability to pay property taxes, and the household's ability to retain its home. High rents and prohibitive security deposits can also make it difficult for renters to afford units. With almost half of Tyler households below the median income, the cost of ownership or renting becomes a significant

burden.

Discussion:

To address barriers and impediments, the City of Tyler will take the following remedial actions:

Action #1: The city will continue to use entitlement funds to support increased production of affordable housing through public-private partnerships with developers and capacity building for nonprofits.

Action #2: The city will help facilitate access to below-market-rate priced units by leveraging federal funds to access nonfederal entitlement funding such as state low-income tax credits, federal home loan bank funding, and private sector participation in financing affordable housing and neighborhood reinvestment.

Action #3: The city will maintain a list of private partner lenders providing affordable housing financing and subsidies and offering buyers access to down payment, closing cost assistance, or favorable underwriting.

Action #4: The city will identify and support local developers seeking additional federal, state, and private sources of funds for affordable housing.

Action #5: The city will encourage private sector support for affordable housing that is developed as a component of market-rate and mixed-use development.

Action #6: The city will encourage banks and traditional lenders to offer products addressing the needs of households with poor and marginal credit, which negatively impacts their ability to qualify for mortgages. These products can assist individuals negatively impacted by utilizing predatory lenders. This may require traditional lenders and banks to establish "fresh start programs" for those with poor credit and previous non-compliant bank account practices.

AP-85 Other Actions – 91.220(k)

Introduction:

The City continues to make available a significant portion of the federal grants to programs and activities that directly benefit low-income residents with affordable housing and health and human services needs. The City provided non-profit organizations and private housing developers with technical assistance and assistance with requests for data to research additional funding opportunities. The City also provided funding for programs designed to assist families in achieving self-sufficiency, thereby breaking the generation welfare cycle. These efforts were geared toward providing parent education, homebuyer education, mentoring, tutoring, emergency shelter, daycare services for low-income families, leadership development in low-income neighborhoods, and demolition projects to assist revitalization efforts.

Actions planned to address obstacles to meeting underserved needs

The lack of a coordinated community effort to reduce gaps in services and duplication of effort amongst service providers hinders the ability to provide effective and efficient services that meet the identified needs of low-income and special needs populations. To address this issue, the City continues to evaluate and rank requests from organizations seeking public service funding. A mandatory workshop will be held for non-profit organizations interested in seeking federal funds, with the City providing technical assistance and information regarding the eligible uses of these funds and mandatory compliance and monitoring requirements. City staff will also be available to consult with individual agencies as needed. A **citizen's review committee** will be utilized to assist City staff and officials in evaluating the requests for funding in regards to the organization's capacity and ability to provide the service, the need and proposed use of the federal funds, the targeted population and numbers to be served, and the addressing of identified priority needs as contained in the Consolidated Plan.

The lack of a coordinated community effort to reduce gaps in services and duplication of effort among service providers hinders the ability to provide effective and efficient services that meet the identified needs of low-income and special-need populations. To address this issue, the City continues to evaluate and rank requests from organizations seeking public service funding. A mandatory workshop will be held for non-profit organizations interested in seeking federal funds, with the City providing technical assistance and information regarding the eligible uses of these funds, as well as mandatory compliance and monitoring requirements. City staff will also be available to consult with individual agencies as needed. A citizen's review committee will be utilized to assist City staff and officials in evaluating the requests for funding in regards to the organization's capacity and ability to provide the service, the need and proposed use of the federal funds, the targeted population and numbers to be served, and the addressing of identified priority needs as contained in the Consolidated Plan.

Actions planned to foster and maintain affordable housing

The City maintains a strong commitment to preserving and maintaining the existing supply of affordable

housing and increasing the availability of affordable housing opportunities through facilitating and funding new construction efforts. HOME funds specifically target housing activities for low-income persons and families, with assistance provided for homebuyers, homeowners, rental development, and new construction activities. CDBG funds are also made available to provide direct assistance with homebuyer and rehabilitation activities and fund infrastructure and public facilities that allow for the new development of infill housing.

The continued affordability of housing units assisted by the city's programs is ensured through the use of liens with designated occupancy and affordability requirements. The City also continues to develop its relationship with non-profit housing and service providers and local lending institutions to improve the quality and quantity of its affordable housing stock.

Through the implementation of the 2025-2029 Consolidated Plan and the FY 2024-2025 Annual Plan, the City of Tyler will continue its efforts to foster decent housing for residents. Specifically, the City will:

- Continue to enforce the standards for all affordable housing programs administered and/or supported by the City.
- It continues to provide educational opportunities and training for its staff by administering affordable housing programs that provide housing that meets building and housing code requirements.
- Continue to facilitate and fund the efforts of other entities and non-profit organizations providing affordable and standard housing.
- Continue to enforce the Construction Specifications adopted by the Neighborhood Services Department that specify the quality of materials and acceptable workmanship standards to be utilized on all CDBG and HOME-funded projects.
- The City will continue to provide technical assistance and funding to support other projects and activities that remove health and safety hazards.
- Will continue to provide technical assistance and funding to improve public facilities and infrastructure in low-income neighborhoods. This will help encourage the redevelopment and creation of new, affordable, decent housing options and improve low-income residents' overall quality of life.

Actions planned to reduce lead-based paint hazards

The city acknowledges that older homes may contain lead-based paint hazards, which can harm young children. The Homeless Needs Assessment has found that a significant number of homes in Tyler could potentially have lead-based paint hazards.

The City is aware of the potential dangers of lead poisoning and will continue monitoring health data to identify any cases of the problem. The City will also provide information to the public about the risks of

lead paint and continue testing for lead paint on housing units being considered for CDBG or HOME assistance.

The following actions will be undertaken:

- Appropriate City staff not yet certified will complete the EPA-accredited Certified Renovator Training. Policies and procedures will be updated as required, and all contractors are required to complete the Certified Renovator Training certification.
- Provide public information and education regarding lead-based paint,
- Integrate lead hazard evaluation and reduction activities into housing activities when applicable,
- Monitor regular reports from the County Health Department and Texas Department of State Health Services to track the level of reported lead poisoning,
- Encourage local construction contractors to become certified as lead paint inspectors, removers, abaters, and
- Continue to develop technical capacity within the City to manage lead-paint-impacted projects.

Actions planned to reduce the number of poverty-level families

In an effort to promote and encourage economic and social self-sufficiency, the City will undertake the following actions:

- Continue to provide and expand the Housing Choice Voucher Homeownership Program and the Family Self-Sufficiency Program (FSS) with funding received for FY 2025. The FSS Program is designed to provide supportive and educational services, leading to a decreased dependence on subsidy programs,
- Continue to provide and expand affordable housing programs to reduce the economic impact of rent and homeownership burdens on low-income households,
- Continue to provide economic development incentives utilizing local funds to encourage the retention and creation of employment opportunities available to low-income residents,
- Continue to include and enforce requirements of Section 3 in applicable contracts utilizing federal funds,
- Continue to support local non-profit organizations that provide educational courses in homebuyer and homeowner responsibilities, home maintenance, budgeting, nutrition, parenting, affordable rental units, and other health and human services,
- Continue to support public service activities that enhance the quality of life of low-income residents,
- Continue to support public service activities that allow youth to meet their maximum potential and ultimately leave the poverty environment,
- Encourage and initiate efforts to promote collaboration and reduce duplication of effort

amongst the region's entities and public service providers, and

- Actively participate in the Texas Balance of States CoC for the Homeless and other local initiatives designed to provide supportive services and environments to assist homeless and special needs populations.

Actions planned to develop institutional structure

The City of Tyler will oversee and implement the goals, objectives, and strategies outlined in this document through its Neighborhood Services Department. The City will use its CDBG, HOME, and other local, state, and federally funded programs to support various affordable housing programs and other community development activities. These efforts aim to assist low-income citizens and revitalize declining neighborhoods.

The City will also consider and offer letters of support, when appropriate, to other organizations and agencies seeking grant or state/federal funding. The staff in the Neighborhood Services Department shall act as liaisons to coordinate with volunteer groups that offer free labor assistance to low-income homeowners. They will also work with other public and private groups that provide housing assistance and public and private groups that offer supportive services to low-income families. Additionally, the City will continue to provide technical assistance and funding for health and public services as funds become available.

Actions planned to enhance coordination between public and private housing and social service agencies

The city is actively seeking all available funding opportunities to support public and private agencies and other service providers. We will offer technical assistance, help obtain funding from various sources (federal and non-federal), and work to simplify processes and enhance local coordination efforts.

Discussion:

The City plans to collaborate with other non-profits to identify and address those needs. Additionally, the City regularly seeks additional funding to support its low- to moderate-income residents.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Tyler has no other form of investment beyond what is identified in the HOME regulations.

Based on the information gathered while developing the Consolidated Plan, the City will allocate HOME Program funds for affordable housing activities citywide, without any specific geographic preference. However, efforts will be made to distribute the funds in a way that addresses the identified needs and priorities outlined in the plan. This includes allocating funding to various projects and activities that benefit the maximum number of low-income, elderly and special-needs households.

Here's how the City will accept applicants:

A. NBS will publicly announce and advertise the availability of program funds as outlined in the City's approved Citizen Participation Plan. Interested applicants will receive application and verification forms along with instructions for completion. Staff will also be available to assist with filling out the required forms.

B. Applications must be submitted in writing. Household income and eligibility criteria will be determined and certified by examining source documents such as wage statements, interest statements, and warranty deeds. Any changes in information must be made in writing by the applicant. Most programs will be selected on a first-come, first-served basis for eligible applicants submitted before the published deadline. Projects will be conducted citywide, with preference given to activities benefiting low- to moderate-income individuals and families. Preference will also be given to homeless veterans for the tenant-based rental assistance program.

C. NBS staff will provide technical assistance to program participants. This assistance includes explaining application procedures, briefing on program requirements, communicating with contractors at the owner's request, and assisting homeowners in inspecting construction in progress. It may also include referring homeowners to social service agencies as appropriate.

D. NBS will inform program participants about the processes involved in rehabilitation, new construction, home purchase, and homeownership.

Separate documentation explains the detailed eligibility criteria for each program administered by NBS. The general public can obtain detailed information about eligibility, applications, selecting proposals, and the solicitation process at the Neighborhood Service office located at 900 W. Gentry Parkway or by

calling and contacting the Community Development Office at (903) 531-1303.

The overall benefit period for this Annual Action Plan covers program years 2024-2025.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

The Projects Table identifies projects planned with all CDBG funds expected to be available during the year. The following identifies program income that is available for use and included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The number of urgent needs activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit low- and moderate-income persons. Overall Benefit - A consecutive period of one, two, or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	75.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City does not use any other form of investment beyond what is identified in the HOME regulations.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used

for homebuyer activities, as required in 92.254, is as follows:

The City of Tyler's first-time homebuyers (FTHBs) that receive direct downpayment, closing cost, principal buydown assistance, and/or a reduction of the sales price to below the market value to make the unit(s) affordable will meet the affordability period if they remain in the home for the full required period of affordability as determined by the amount of the assistance received (five to fifteen years). The actual required period of affordability will be based on the total amount of direct HOME assistance provided, as noted below. The effective date of the beginning of the required period of affordability is the **date all completion data is entered into IDIS (See: §92.2, Definitions, "Project Completion")** and as documented by a fully executed HUD-1, a copy of which has been placed in each individual homebuyer's and/or homeowner's file. Should there be instances where a HUD-1 is not executed [e.g., the 1st mortgage loan is carried by the PJ or another entity] substitute the name of the document(s) replacing the HUD-1.

The federal assistance will be provided in the form of a 0% interest, deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties, and a Promissory Note and Deed of Trust, which will be recorded in the land records of Smith County. Under **"Recapture"**, if the home is **SOLD** prior to the end of the required affordability period [the homebuyer or the property owner may sell to any willing buyer at any price], a portion of the net sales proceeds from the sale, if any, will be returned to the City of Tyler to be used for other HOME-eligible activities. The portion of the net sales proceeds that is returned to the City of Tyler is equal to the amount of HOME funds invested in the property less the amount for each **FULL** month that the residence was occupied by the homebuyer or property owner as his/her/their principal residence. Any funds remaining after distributing the *net sales proceeds* to all lien holders, including the City of Tyler, will be returned to the homebuyer or homeowner. In the event of a sale, short sale, or foreclosure, the amount recaptured will be limited to the amount of *'net sales proceeds'* available at the time of such occurrence. Additional information pertaining to the **"Recapture Provisions"** is detailed in the written policies and procedures of the City of Tyler.

3. A description of the resale or recapture guidelines that ensure the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

   If there are insufficient funds remaining from the **sale** of the property and the City of Tyler recaptures less than or none of the recapture amount due, the City of Tyler must maintain data in each individual file that provides the amount of the sale and the distribution of the funds. This will document that:

   1. There were no net sales proceeds; or
   2. The amount of the net sales proceeds was insufficient to cover the full amount due, and that,
   3. No proceeds were distributed to the homebuyer/homeowner. Other than the actual sale of the property, if the homebuyer [or homeowner] breaches the terms and conditions for any other reason, e.g. no longer occupies the property as his/her/their principal residence, the **full**

amount of the subsidy [cannot be prorated] is immediately due and payable. The City of Tyler must immediately repay its HOME Treasury Account from non-federal funds for the full amount of the assistance provided, whether or not it can recoup any or all of the funds from the homebuyer (or homeowner). **[HOMEfires Vol 5 No 2, June 2003 – Repayment of HOME Investment; Homebuyer Housing with a 'Recapture' Agreement; Section 219(b) of the HOME Statute; and §92.503(b)(1)-(3) and (c)]** The City has elected to utilize the Recapture provision in the event of default on all homebuyer activities and will reduce the HOME Program investment on a pro-rated basis for any remaining affordability period. The affordability period is based on the total amount of HOME funds subject to recapture. The number of funds subject to recapture shall be based on the net proceeds available from any sale rather than the entire amount of the HOME investment that enabled the homebuyer to buy the dwelling unit.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds, along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds. In addition, the funds will not be used to refinance multifamily loans made or insured by any federal program. The City is aware that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   Not Applicable

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   Not Applicable

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   Not Applicable

The City intends to use the HOME affordable homeownership limits for the area as provided by HUD.

The City intends to structure its New Construction Program with HOME funds as a direct subsidy to reduce the purchase price of new construction. For-profit and non-profit developers, as well as income-eligible households, are eligible to apply. However, the ultimate homeowner must be low-income as defined by HUD, and the household will be subject to applicable HOME regulations. The New Construction Program will solicit and accept applications on an ongoing basis. More information will be available to the applicants on the application form itself, which will be available on the City's website and for pickup at certain City locations.

The City does not intend to limit the beneficiaries or give preference to a particular segment of the low-income population.

Appendix - Alternate/Local Data Sources

1	**Data Source Name** HCV Vouchers
	List the name of the organization or individual who originated the data set. City of Tyler
	Provide a brief summary of the data set. 1008 HCV with 34 reserved for VASH
	What was the purpose for developing this data set? To provide the most up-to-date numbers regarding the number of Housing Choice Vouchers the City administers
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? This data covers the entire HCV program administered by the City of Tyler.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? N/A
	What is the status of the data set (complete, in progress, or planned)? Complete
2	**Data Source Name** ACSDP5Y2022.DP04
	List the name of the organization or individual who originated the data set. United States Census Bureau

	Provide a brief summary of the data set. U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2022, . Accessed on June 7, 2024.
	What was the purpose for developing this data set? Collecting Data for the 25-30 CON Plan for the City of Tyler.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Within the City of Tyler City, Texas
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? June 7, 2024
	What is the status of the data set (complete, in progress, or planned)? Complete
3	**Data Source Name** ACSST1Y2022
	List the name of the organization or individual who originated the data set. U.S. Census Bureau. "Physical Housing Characteristics for Occupied Housing Units." American Community Survey, ACS 1-Year Estimates Subject Tables, Table S2504, 2022, https://data.census.gov/table/ACSST1Y2022.S2504?t=Owner/Renter (Householder)
	Provide a brief summary of the data set. Owner/Renter (Tenure); Owner/Renter (Householder) Characteristics
	What was the purpose for developing this data set? To complete the 2025-30 CON Plan for the City of Tyler
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? For the Tyler City, Texas
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 6/11/24
	What is the status of the data set (complete, in progress, or planned)? complete
4	**Data Source Name** Data-Driven Planning Toolkit
	List the name of the organization or individual who originated the data set. Resources associated with this Toolkit are available on HUD's Web site.

	Provide a brief summary of the data set. The Data-Driven Planning Toolkit is designed to help grantees who want to make their Consolidated Plans more data-driven and place-based. The Toolkit will assist grantees in analyzing and interpreting data available through CPD Maps. Using the Toolkit is not required, and the analysis provided by the Toolkit is only one facet of a review of demographic and economic data sets. The planning process should also include consultation with local agencies, public outreach, and a housing market analysis.
	What was the purpose for developing this data set? To use while completing the City of Tyler CON Plan for 2025-2030
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Tyler City, Texas
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 6-7-2024
	What is the status of the data set (complete, in progress, or planned)? Complete
5	**Data Source Name** DP03- Economic Characteristics ACSDP1Y2022
	List the name of the organization or individual who originated the data set. U.S. Census Bureau. "Selected Economic Characteristics." American Community Survey, ACS 1-Year Estimates Data Profiles, Table DP03, 2022, https://data.census.gov/table/ACSDP1Y2022.DP03?t=Employment and Labor Force Status&g=160XX00US4874144. Accessed on June 11, 2024.
	Provide a brief summary of the data set. ACSDP1Y2022
	What was the purpose for developing this data set? HUD CPD Consolidated Plan
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Tyler City, Texas
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 6-11-2024
	What is the status of the data set (complete, in progress, or planned)? Complete

6	**Data Source Name** ACSDP5Y2020-DP05
	List the name of the organization or individual who originated the data set. U.S. Census Bureau. "ACS DEMOGRAPHIC AND HOUSING ESTIMATES." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2020, https://data.census.gov/table/ACSDP5Y2020.DP05?t=Housing Units&g=160XX00US4874144. Accessed on June 7, 2024.
	Provide a brief summary of the data set. Housing Units Demographics
	What was the purpose for developing this data set? For the city of Tyler HUD CPD Con Plan
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Tyler CIty, Texas
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 6-12-24
	What is the status of the data set (complete, in progress, or planned)? Complete
7	**Data Source Name** ACSDP5Y2020-DP04
	List the name of the organization or individual who originated the data set. U.S. Census Bureau. "SELECTED HOUSING CHARACTERISTICS." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP04, 2020, https://data.census.gov/table/ACSDP5Y2020.DP04?g=160XX00US4874144. Accessed on June 7, 2024.
	Provide a brief summary of the data set. ACS 5-Year Estimates Data Profiles 2020 DP-04
	What was the purpose for developing this data set? Creating the 2025-29 CON Plan for the City of Tyler
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Tyler City, Texas
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 6/12/24

	What is the status of the data set (complete, in progress, or planned)? Complete
8	**Data Source Name** 2016-2020 CHAS
	List the name of the organization or individual who originated the data set. Comprehensive Housing Affordability Strategy (CHAS) data
	Provide a brief summary of the data set. Housing Data for Tyler City, Texas
	What was the purpose for developing this data set? Developing the 2025-29 CON Plan for the City of Tyler
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Tyler City, Texas
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 6-12-24
	What is the status of the data set (complete, in progress, or planned)? Complete
9	**Data Source Name** ACSDP5Y2022-DP05
	List the name of the organization or individual who originated the data set. U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2022
	Provide a brief summary of the data set. U.S. Census Bureau. "Selected Housing Characteristics." American Community Survey, ACS 5-Year Estimates Data Profiles, Table DP05, 2022
	What was the purpose for developing this data set? Developing the 2025-29 Con Plan for the City of Tyler, Texas
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Tyler City, Texas
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 6-14-2024

	What is the status of the data set (complete, in progress, or planned)? Complete

ID	Name	Responses
1	anonymous	As Director of the Environmental Health Department, the largest volume of complaints we receive is from tenants living in poor conditions. The only remedy for tenants is to file a civil case in court, there are no Public Health & Safety laws currently to address the interior of a residence. I just spoke to members of Congress last week and there are talks of making some improvements in the HUD program to include inspections. Complaints of mold, rodents, and sewage are affecting their health and quality of life and they often complain of other life safety issues not addressed by the landlord. Landlord/tenant inspections of the dwelling between tenants should be a public service to reduce the disparity and inequity that these living conditions create. I would ask that a portion of HUD funds are allocated for this use.
2	anonymous	Invest in our people and prosperity will follow for funding services
3	anonymous	I am not sure if HUD monies can be put towards the beginning of a project to correct the entryway areas of shopping malls etc. on to main throughfares such as Broadway. Many of these entrance exit areas appear to be either too high or too low. Thereby creating a drop off . The front section of my car drags in the areas . I have already replaced a section of the underside of my car bumper area due to the constant scrapping onto the roadway. It is not an issue of speed as I can be almost creeping and my car still scrapes in many of these areas. I do not have an usually low car at all. Am I the only person complaining about this. If the project is too costly to undertake all at once I would suggest doing small numbers of these street entrance & exit areas at a time. Thanks for listening.
4	anonymous	Neighborhood upgrade
5	anonymous	Every major city in the country has public turf/grass soccer fields and concrete soccer fields with lights. As it is the most popular sport in the world. The United States is hosting the World Cup in 2026 and we have poor options.
6	anonymous	All elderly need affordable housing since social security isn't enough for current rent rates and with food prices so high.
7	anonymous	N/A
8	anonymous	N/A
9	anonymous	We need a park in the old Omen road area … more and more houses but apart from university there are no rex facilities
10	anonymous	Not Applicable
11	anonymous	Homeowners need to work for a living. Nothing should be free.

ID	Name	Responses
12	anonymous	State funds should pay for a lot of categories mentioned pertaining to Hud funds.
13	anonymous	Help All Races
14	anonymous	I have nothing to add
15	anonymous	More attention needs to be given to updating the water lines and developing less popular areas of town.
16	anonymous	I think city of Tyler should help single parents that’s getting turned down cause they say we make to much money
17	anonymous	Assist nonprofit organizations with structure repairs on existing buildings
18	anonymous	Expanded transitional housing services for families and the unhoused community
19	anonymous	Assist non-profit organizations with funding for senior and disabled on home repairs.
20	anonymous	N/A
21	anonymous	n/a
22	anonymous	Ernesto Leon
23	anonymous	A place for Teens to go and learn skills or hang out
24	anonymous	Better communication regarding potential projects available for small businesses owners to bid on.
25	anonymous	Na
26	anonymous	
27	anonymous	Grants or Gifts for individuals who inherit property via death that are low income that don't have funds for attorneys or have limited family members in area with substantial health that can assist.
28	anonymous	Tyler needs to do whatever it can to preserve its urban forest by consolidating land for park space. Also needs to invest in improved sidewalks where it makes sense to allow for easier transportation on foot or cycle to reduce car dependency considering the high cost of owning and maintaining a vehicle. Also reducing cars on the road reduces noise, chance of vehicle on vehicle accidents
29	anonymous	Unsure

ID	Name	Responses
30	anonymous	N/A
31	anonymous	Fix sidewalks!!!
32	anonymous	N/A
33	anonymous	NA
34	anonymous	There are elderly people who are striving to make ends meet that could use help to repair their homes so they can live comfortably until they die. They are in dire need of these funds however their line of income makes them above the qualifications. This would be more of an advantage if need was considered and not income.
35	anonymous	I feel the money should help the elderly or disabled repair their homes and clean their yards.
36	anonymous	There are people out here that needs repairs in their homes. They don't have the money or ways to have it done. I fill that if it's in the interest of helping the elders we should repair their homes.
37	anonymous	Help those that need their homes repaired . The elders should come first.
38	anonymous	Access to more affordable childcare options
39	anonymous	Economic development programs that help residents get jobs and remove barriers to jobs like better childcare for moms!
40	anonymous	please help childcare businesses stay open
41	anonymous	Install additional street lights for safety, routine cleanup of local parks. Repair the entire street water line when they burst, and not patch the broken line.
42	anonymous	Money for Seniors to repair homes and/or find housing
43	anonymous	No additional comments.
44	anonymous	Yes
45	anonymous	.....
46	anonymous	N/A
47	anonymous	N/A
48	anonymous	help with childcare.

ID	Name	Responses
49	anonymous	Nothing to add
50	anonymous	N/A
51	anonymous	CHILDCARE
52	anonymous	Childcare
53	anonymous	Childcare
54	anonymous	Childcare
55	anonymous	Childcare- affordable childcare
56	anonymous	Childcare assistance
57	anonymous	childcare
58	anonymous	child care services
59	anonymous	n/a
60	anonymous	child care
61	anonymous	Childcare
62	anonymous	More childcare options
63	anonymous	Childcare
64	anonymous	Childcare
65	anonymous	Childcare
66	anonymous	Child care
67	anonymous	Childcare
68	anonymous	none
69	anonymous	Childcare
70	anonymous	Childcare
71	anonymous	Child Care

ID	Name	Responses
72	anonymous	Childcare benefits
73	anonymous	Reliable, quality, and affordable childcare
74	anonymous	N/A
75	anonymous	Child care
76	anonymous	Lone Star legal aide needs assistance in providing more paralegals and attorneys
77	anonymous	n/a
78	anonymous	Childcare
79	anonymous	Childcare
80	anonymous	Childcare
81	anonymous	childcare
82	anonymous	Childcare services
83	anonymous	Childcare
84	anonymous	Childcare
85	anonymous	na
86	anonymous	Childcare / access to affordable childcare
87	anonymous	Childcare
88	anonymous	childcare
89	anonymous	Childcare
90	anonymous	Na
91	anonymous	N/a
92	anonymous	Trail and sidewalk systems. Our town is so beautiful we need to plan for this before the growths takes over and we can’t go back and add trails and sidewalks!
93	anonymous	It would be really nice if the existing sidewalks on roads like Old Bullard south of the Loop were connected to each other, what's the point of having a sidewalk if it goes

ID	Name	Responses
		from nowhere to nowhere Like the sidewalks around Rice Elementary just end, they don't lead anywhere, what's the point of having them if they don't extend into neighborhoods or even just down the street a block or two.
94	anonymous	Nothing to state
95	anonymous	Better network of sidewalks
96	anonymous	Community gardens
97	anonymous	Affordable housing is definitely an issue in town for many.
98	anonymous	North Tyler is generally a lot older than the rest of Tyler, and thus has the right "bones" for the area to be easy and safe for pedestrians and cyclists. I believe the city, in its pursuit to give a boost to our most deprived areas, should focus on solutions that are not so car-centric so as to make it easier for people to live without necessarily requiring to spend money on a car to live a semi-decent life within the city.
99	anonymous	Water quality first and then demolition of dilapidated buildings.
100	anonymous	Downtown revitalization
101	anonymous	I think it'd also be important if we made bike commuting infrastructure better in Tyler.
102	anonymous	Tyler needs to have 1 residential zoning district across the city that allows all types of housing. Restrictive zoning limits property freedoms and is a cause of our current housing crunch. SFH, duplexes, triplexes, quadplexes should all be allowed by right, across all of Tyler. It should decrease minimum lot sizes to 1400 SQ ft. This is how Houston has remained relatively affordable despite all its growth. Tyler also needs better sidewalks and more consistent enforcement of sidewalk installation rules. Newer developments like the senior living on Waljim haven't added sidewalks along the main road. You can't walk or bike from Heritage along Broadway drive to the outdoor mall or Faulkner without hitting multiple sections without sidewalks. Every major thoroughfare in Tyler should have sidewalks from end to end.
103	anonymous	Better pedestrian transportation infrastructure. Bike lanes, protected bike lanes, wider sidewalks, traffic calming measures, expanded bus routes and bus schedules.
104	anonymous	Use the money to make the city a little friendlier to actual living, breathing people rather than cars: bike lanes, sidewalks, walking paths, etc.

ID	Name	Responses
105	anonymous	Improved community features including sidewalks, walkable/less car dependent communities.
106	anonymous	n/a
107	anonymous	Public transportation, better sidewalks and pedestrian friendly roads. More high-density housing, multi-story apartments, and implement environmentally friendly practices into building them. More low-income housing due to the fact that most housing and apartments being built right now are luxury.
108	anonymous	Public city rail transport and/or (at the minimum) sidewalks on EVERY street. Walking is the foundation of transportation and our transportation situation in Tyler has a terrible foundation. Supports for the bare minimum, such as adequate sidewalks, would greatly improve the quality of life in this city.
109	anonymous	Bike paths to/from medical district
110	anonymous	Na
111	anonymous	Making the existing structures we have usable. For the love of Pete, we have plenty of buildings-USE THEM BEFORE TEARING DOWN MORE TREES
112	anonymous	More bike paths. Ones that cars don't just park on.
113	anonymous	N/A
114	anonymous	na
115	anonymous	More designated bicycle lanes
116	anonymous	Investment in walkable and bike-able infrastructure.
117	anonymous	.
118	anonymous	I wish Tyler would require more sidewalks and plan more affordable housing for lower income families near larger employers.
119	anonymous	We need to connect the walkable spaces across the city to encourage more integrated, walkability.
120	anonymous	NA
121	anonymous	N/A
122	anonymous	Invest more into the downtown area. The return will be worth it

ID	Name	Responses
123	anonymous	Help the family in need especially in the low income neighborhoods
124	anonymous	Sidewalk repair
125	anonymous	Walkable sidewalks are a MUST! So many pedestrian accidents end fatal in this town!
126	anonymous	Na
127	anonymous	We need more sidewalks and walking accessibility in the city
128	anonymous	Nothing
129	anonymous	.
130	anonymous	more sidewalks please!!!
131	anonymous	We need a more comprehensive bus system with more routes and stops and more buses for they run by more often. We need more sidewalks. The city needs to be upzoned. We need a smaller minimum lot size and to allow more adjoining structures.
132	anonymous	Sustainable passive housing options for low income/seniors/single parents on lots with condemned homes. Tax breaks for new construction to retain existing natural features (mature trees, creeks, areas for wildlife to live within the new environment). Tax incentives on new developments to break up massive new paved parking areas to minimize the need for broad swaths of concrete and asphalt to reduce “heat island” effects. More rails to trails, making alternate commutes possible for low income/enviro conscious individuals. Let’s prepare for the next generations of Tyler and not make the same mistakes other growing cities have made.
133	anonymous	Sidewalks, bike lanes, electric infrastructure, road improvements
134	anonymous	Definitely sidewalks, especially in areas where children walk to school such as Andy Woods area.
135	anonymous	Quit cutting down trees to build storage building. Male people use abandoned building. We don't need more banks and churches. We need trees walking/bike paths.
136	anonymous	General beautification and expanding walkability
137	anonymous	Side walks and safe crosswalks that aren't just around the nicer neighborhoods would be nice.

ID	Name	Responses
138	anonymous	Sidewalks, enough non-faith-based solutions for homeless individuals who want shelter (at least 350 beds needed, many are not eligible for Hwy 80, SA), more affordable housing.
139	anonymous	Tyler is growing fast and is in many ways facing a critical choice that will determine what kind of city it becomes for years to come. Tyler has the option of being a leader in building strong, financially sustainable, beautiful cities that are designed in a way that encourages formation of community and intergenerational commitment to the area. Or Tyler can follow the well-trod path of building masterplanned suburban subdivisions that eventually bankrupt the city, thereby requiring annexation and development of new land, repeating the process indefinitely. Tyler can avoid the pitfalls of this unfortunately very normalized city-planning model by making the right kinds of choices now before it's too late. Please make Tyler more walkable. Consider how minimum required parking, set backs, road widths, density, etc affect the pleasantness of the city. Allow more ADUs to be built to support intergenerational living. Make it easier for existing homes to be altered into duplexes, etc for affordable middle housing options, the elderly, etc. Design the city around people, not just cars. Invest in a Tyler that is financially sustainable and desirable for generations to come. Build in an ecosystem-sparing way. Our pineywoods are truly unique and beautiful and we need to do everything we can to preserve them. Let's be creative and not accept the kinds of sloppy compromises that make us regret things years later. Let's hold out for the right solutions instead of being hasty. Please check out the work of Strong Towns and City Beautiful for excellent resources on how to make cities financially sustainable and more pleasant for people.
140	anonymous	Better public transportation, like busses.
141	anonymous	Bike lanes, more bus lanes, less chain stores. Stop allowing car washes and grocery stores to use up all the fucking land.
142	anonymous	More trees. Do not let them demolish our fresh air for the profit of their pockets. I suggest charging businesses $25,000 for every acre cut down by businesses of trees older than 50 years old. Take that money and put it towards upkeep of the nature for free shading and fresh and all around happiness of people. Also for businesses that have 10+ trees per acre on the property deduct %10 of taxes. I suggest going onto the towns subreddit and see how the people feel and advocate for.
143	anonymous	NA
144	anonymous	Housing affordable relative to local lowest income earners. More, cleaner, safer public transportation including walkable city.
145	anonymous	Sidewalks

ID	Name	Responses
146	anonymous	Up grades to golden road park. Repairs to discover science place.
147	anonymous	None
148	anonymous	This city needs sidewalks.
149	anonymous	Sidewalks in mid-town neighborhoods NEED to be repaired. From Broadway to Beckham and Front to Troup.
150	anonymous	NA
151	anonymous	..
152	anonymous	End racism
153	anonymous	More places for outdoor markets and small businesses to safety come together and set up small shops, less new retail centers/fix up older buildings with good infrastructure and lower rent/assistance for local small businesses. More safe places for gatherings.
154	anonymous	I'd love to see sidewalk along Robert E. Lee Dr
155	anonymous	Maximize Non-car Transportation Possibilities
156	anonymous	Better bus stops for those who don't drive, as well as more distinct bike lanes
157	anonymous	Sidewalks, sidewalks, sidewalks.
158	anonymous	Improvement on the quality of parks and trails for more walkable sections of the town.
159	anonymous	N/A
160	anonymous	Better walkability, bike lanes, parks
161	anonymous	Amy Winkler
162	anonymous	On helping current homeowners with repairs, only if they're seniors or disabled
163	anonymous	Bike lanes. Sidewalks. More density.
164	anonymous	I think the homeless needs help. I think it will help with drug issues. I also think the city buying the "4 corner hotels" would help with a lot of issues Tyler has. Using the money to do that is not a bad idea.

ID	Name	Responses
165	anonymous	Clean up of old structures
166	anonymous	N/A
167	anonymous	...
168	anonymous	More connected sidewalks
169	anonymous	It would be fantastic to make our city more walkable or bike friendly. I live in town close to all the amenities and I'm scared to ride my bike for safety reasons and lack of sidewalks
170	anonymous	Tyler needs more areas with sidewalks to allow us to get to and from places with a more eco-friendly and conscious way to travel.
171	anonymous	N/a
172	anonymous	- More splash pads for kids at parks - Updates to current public library and add another public library on south end of Tyler
173	anonymous	The lack of sidewalks and other pedestrian-oriented structures/public transportation are sorely missed by those who used to live somewhere where it was the norm. Sad I have to get in a car to safely go a mile down the road.
174	anonymous	Something needs to be done about the unchecked development on South Broadway and that section of south Tyler as a whole. The traffic is awful and it feels as though north Tyler is being forgotten. As a native Tylerite I'm very happy to see the city grow but its growth is one dimensional. North Tyler is the heart and soul of our city and deserves to see progress as well. Also, there is a severe lack of sidewalks in the city. We have so many gorgeous neighborhoods and it would be advantageous to make them walkable.
175	anonymous	Infrastructure repair, in my opinion, should be a priority. Old bridges, old roadways, and any antiquated systems should be repaired for the betterment of ALL citizens.
176	anonymous	Sidewalk improvement
177	anonymous	na
178	anonymous	Public city improvement services
179	anonymous	SIDEWALKS
180	anonymous	.

ID	Name	Responses
181	anonymous	Power wash all the old dingy looking building around downtown and North Tyler
182	anonymous	Make homes in area more affordable or you will price out people, they will leave, and local economy will take a down turn.
183	anonymous	development of public transportation options
184	anonymous	Do not focus on those who already have homes, focus on those living on the streets, creating affordable housing, and making Tyler better to live in for everyone,
185	anonymous	Making the city more ADA accessible.
186	anonymous	Childcare
187	anonymous	Childcare
188	anonymous	Helping the most needing should be a priority.
189	anonymous	Lindsey park needs major updates. The soccer fields haven't had any maintenance in years. Over 1,000 kids play there every week. Why waste the time writing a grant for signage? Instead apply for grants and improve the fields for safety reasons.
190	anonymous	Increased bike lanes/trails/micromobility options
191	anonymous	None
192	anonymous	Housing and services for the homeless. Our parks need love too
193	anonymous	More activities and housing for the younger residents of tyler.
194	anonymous	Zoning and other changes to enable density and walkability. A downtown grocer, trolly system connecting downtown, rose garden convention center, hospital district. Zone for multi use to enable small business in neighbore hoods - like brads cofee ane other shops in azaela/charnwood have Expand ability for ADU and garrage appartments Enable raised roadways/ pedestrian tunnels to alleviate loop traffic Incentivise greenspaces and pineywood old growth retention with developers clearcutting for commercial spaces Reduce barriers for new business vs incumbants
195	anonymous	Investment in public transport down south Broadway. It would reduce traffic congestion and allow more mobility to commerce from residential areas. Parking garages instead of large parking lots. Troup/Broadway by the brookshires across from rose hill cemetery has the beginnings of a ‘shops of legacy’ vibe in Plano outside Dallas. Would be a great place as it’s already mixed single/multi family housing.

ID	Name	Responses
196	anonymous	Fix traffic
197	anonymous	More sidewalks and nature paths
198	anonymous	Child care service preschool
199	anonymous	Lower rent costs
200	anonymous	Improving infrastructure north of downtown
201	anonymous	Na
202	anonymous	n/a
203	anonymous	Help small businesses
204	anonymous	bike lanes, a ton of housing across the board
205	anonymous	More walkable areas, public spaces, public event spaces. More bike lanes that are safe and secluded.
206	anonymous	clean water and safe walking sidewalks so people can do things besides drive unsafely.
207	anonymous	Sidewalks in particular, more funding in events that encourage activity within the community, as well as small business support
208	anonymous	N/A
209	anonymous	Have apartment properties that are specifically for low income (not income based) families since yall always have your wait list for section 8 closed. The poor are now in poverty and face homelessness and no one cares.
210	anonymous	Do more parks!!
211	anonymous	Teach classes for parenting, life skills, have more volunteer work
212	anonymous	Funds should be allocated to help present crime

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number:

Date: July 24, 2024

Subject: Request that the City Council consider holding a final Public Hearing for the opportunity of citizens to comment and/or provide input on the 2025-2029 Five-Year Consolidated Plan, and the FY 2024-2025 Annual Action Plan. Also, request that the City Council consider approval of the plans and upcoming annual budget for the FY 2024-2025 CDBG and HOME grant funds, and consider approval of the plans to be submitted to the U.S. Department of Housing and Urban Development (HUD).

Item Reference: **Consolidated Plan, Annual Plan, and the Community Development Block Grant and HOME Grant Budgets.**

On April 16, 2024, the Community Development Dept. of Neighborhood Services held its first public hearing on April 16, 2024, at St. Louis Baptist Church to solicit citizens and neighborhood input. Two other public meetings were held on April 17 at the Tyler Public Library and April 18, at the Glass Recreation Center to continually gather citizen's input from other areas of the city. All citizens were strongly encouraged to attend these meetings. Additionally, a survey form was created and set up on the City's website to receive written information from citizens.

The Consolidated Plan will provide directions on how the funding will be allocated and used for projects distributed in the next five years. Total allocation from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program will vary each year. FY 2024-2025 allocation from HUD for the CDBG Program is $755,127 and the total FY 2024-2025 allocation for the HOME Program is $304,153.31. Both programs total $1,059,280.31.

RECOMMENDATION:

Request that the City Council consider conducting a public hearing for citizen input for the 2025-2029 Five Year Consolidated Plan and FY 2024-2025 Annual Action Plan and approve the plans and budget for submission to HUD.

Attachments:
Council Communication, 2025-2029 ConPlan, 2024-25AP
ORDINANCE NO. 2024
Proposed FY 2024-2025 Annual Plan Budget Figures
Summary of Consolidated Plan (005)
Tyler 2025-2029 Five-Year Consolidated Plan, draft
Written Responses to Survey
NBS – HOME and CDBG 2024-2025 ConPlan, Budget Presentation
Community Meeting flyer
Community Needs Survey- Tyler.docx

Drafted/Recommended By:
Department Leader **Larry Everett**

Edited/Submitted By:
City Manager

City of Tyler Community Development

Public Hearing
2025-2029 Consolidated Plan
FY 2024-2025 Annual Plan

Identified Priority Needs

- Non-Housing Community Development
- Decent and Affordable Housing
- Addressing Homelessness

Public Hearing to obtain Citizen Comments of the Five-Year 2025-2029 Consolidated Plan and the FY 2024-2025 Annual Action Plan

- Previous public hearings and meetings held on:
    - April 16, 2024, at the St. Louis Baptist Church
    - April 17, 2024, at the Tyler Public Library
    - April 18, 2024, at the Glass Recreation Center
    - Survey form created on City website, and distributed in communities – 212 responses

- Five-Year Consolidated Plan Available for Review at the Neighborhood Services and City of Tyler Website
    - Direct financial help for 25 first-time homebuyers with downpayment and closing cost assistance
    - Construction of 15 new and affordable single-family homes
    - Repair of 100 homeowners
    - 2000 to 2500 citizen helped with public facilities improvements
    - Assistance for the special needs population
    - Emergency transitional housing for at risk citizens to avoid homelessness

- Purpose of federal funding assistance –
    - Continue planning, monitoring, and administering Entitlement Grant programs to ensure compliance with Federal regulations
    - Improve living conditions in Tyler by addressing non-housing community development needs
    - Enhance the economic well-being of all citizens by addressing the special-needs population
    - Continue to improve the condition and availability of affordable housing

Expected Grant Funding for FY 2024-20205

- CDBG - $755,127
- HOME - $304,153.31

Fiscal year starts October 1, 2024

Proposed Budgeted Expenditures-FY 2024-2025

Funding Resource				Project/Activity	Eligible Location
CDBG	HOME	OTHER	Total Funds		
$151,025	$30,415	$30,000 HOME-ARP	$211,440	Administration of CDBG and HOME Programs and other eligible activities that benefit low- to-moderate-income citizens, with services provided by staff, contractors, non-profits, &/or consultants for management, planning, and capacity-building activities.	City-wide
$226,538	Not Eligible		$226,538	Critical Home Repair/ADA project Repair – repair of single-family homes where hazardous repairs are critically needed. Also, installation of ADA ramps for the elderly and disabled (including direct costs and project delivery costs).	City-wide
Not Eligible	$167,286.31	$672,000 Program Income	$839,286.31	New Construction & Reconstruction - HOME program allows for new construction/reconstruction of modest and affordable dwellings for low-income households. Population Served: Low-income households	City-wide
$377,564	Not Eligible		$377,564	Public Facilities- Funds used for the rehabilitation of Parks and infrastructure installation or repairs in Low/Moderate Income Areas of the City.	Target Areas
$0	$60,830	$139,170 Program Income	$200,000	1st Time Homebuyer - provide down payment/costs for low/moderate income homebuyers (including direct & project delivery costs).	City-wide
Not Eligible		$500,000 HOME-ARP	$500,000	HOME-ARP: – Funds used for the acquisition or development of non-congregate temporary shelters for individuals and/or families that meet the qualifying populations at risk of becoming homeless.	City-wide
Not Eligible	$45,622		$45,622	CHDO Reserve: a private, community-based nonprofit organization with partnership and capacity to build affordable housing for the community.	Low-Mod Areas
$755,127	$304,153.31	$1,341,170	$2,400,450.31	FY 2024-2025 CDBG & HOME Proposed Budget Allocations	

Program Projects for Annual Action Plan

- Administration
- Critical Home Repair
- ADA Project Repair & Ramps
- First Time Homebuyers
- Public Facilities
- New Construction
- Temporary Shelter
- CHDO Reserve
- Property Acquisition

Recommendation

Request that the City Council conduct a public hearing for citizen input for the 2025-2029 Five-Year Consolidated Plan and FY 2024-2025 Annual Action Plan and approve the plans and budget for submission to HUD.

The End

QUESTIONS?

Community Meeting



A series of public meetings will be held to discuss the Five-Year Consolidated Plan for the Community Development Department of Tyler Neighborhood Services. Public input is requested about the Community Development Block Grant funding for the City of Tyler in the next five years. Community Development Block Grant funds and HOME Grant funds are monies allocated from the U.S. Department of Housing and Urban Development (HUD) to aid low- to moderate-income families and to revitalize neighborhoods. Exact grant amounts have not been announced at this time. Public input is very important on how these funds should be spent in your respective neighborhoods.

The meeting will be held on the following dates:

Date:	**April 16, 2024**	**Date:**	**April 17, 2024**
Time:	9:00 a.m. to 11:30 a.m.	Time:	5:30 p.m. to 8:30 p.m.
Location:	St. Louis Baptist Church	Location:	Tyler Public Library

Date:	**April 18, 2024**
Time:	5:30 p.m. to 8:00 p.m.
Location:	Glass Recreation Center

All citizens interested in their community and neighborhoods are strongly encouraged to attend this meeting to present their concerns to representatives from the City of Tyler. As part of the public outreach about CDBG funding, the department is asking community members to complete a survey to identify where these funds should be utilized. The survey can be found by clicking on the following link on the website: https://bit.ly/cdbghomecommunityneedssurvey .

CDBG/ HOME COMMUNITY NEEDS SURVEY

"*YOUR PARTICIPATION INFLUENCES HOW THESE FUNDS ARE SPENT*"

The City of Tyler anticipates receiving HOME and Community Development Block Grant (CDBG) grant funds for the Five-year Consolidated Plan and the Annual Allocation during the FY2024-25, which will be available on October 1, 2024. Exact grant amounts have not been announced at this time.

CDBG: The funds can only be spent on projects that meet at least one of the national objectives listed here:

1. Directly benefit low and moderate-income persons.
2. Address the elimination of slum and blight.
3. Meet an urgent need (i.e., natural disaster)

Part A - CDBG Funds: Please mark whether you agree or disagree with the following statements.

The City of Tyler should use HUD money to help provide:	Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree
Home repair for people who already own their home.	☐	☐	☐	☐	☐
Demolition of dilapidated, substandard structures.	☐	☐	☐	☐	☐
Adaptation of housing for elderly and/or disabled.	☐	☐	☐	☐	☐
Cleaner neighborhoods.	☐	☐	☐	☐	☐
Temporary housing for people with special needs.	☐	☐	☐	☐	☐
Places for the homeless to live.	☐	☐	☐	☐	☐
Money to help 1st time homebuyers pay closing costs and down payments.	☐	☐	☐	☐	☐
New houses for first time homebuyers.	☐	☐	☐	☐	☐
New or repaired parks, playgrounds, community and senior centers.	☐	☐	☐	☐	☐
New or repaired water lines, sewer lines.	☐	☐	☐	☐	☐
New or repaired streets, curbs, gutters, sidewalks.	☐	☐	☐	☐	☐
Job training, job creation, and help for small businesses.	☐	☐	☐	☐	☐
Preservation of historic buildings, including the downtown area.	☐	☐	☐	☐	☐
Other (be specific):	☐	☐	☐	☐	☐

Part B - A portion of CDBG funds (15% maximum) can be used for public service activities. Please mark whether you agree or disagree with the following statements.

The City of Tyler should use HUD money to help provide:	Strongly Agree	Agree	No Opinion	Disagree	Strongly Disagree
Affordable child care services for low income working parents.	☐	☐	☐	☐	☐
Scholarships to teach job skills for low income people.	☐	☐	☐	☐	☐
Help for the elderly or disabled. Ex Weatherization and ADA Accessibility.	☐	☐	☐	☐	☐

Do you live within the city limits of Tyler, Texas	☐ Yes	☐ No

Comments:

ORDINANCE NO. O-2024-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME PROPOSED FY 2023-2024 BUDGET AND ANNUAL ACTION PLAN AND THE 2025-2029 FIVE-YEAR CONSOLIDATED PLAN AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, for many years, the U. S. Department of Housing and Urban Development has allocated funds through grant applications to the City of Tyler for housing rehabilitation and neighborhood improvement programs, along with administrative costs associated with such programs; and

WHEREAS, the City of Tyler has obtained statistical demographic and research information, solicited citizen input, and developed a strategic plan to address identified community needs; and

WHEREAS, it is in the public interest that such proposed budget for FY 2024-2025 be approved by Council, subject to approval and actual allocation by the U. S. Department of Housing and Urban Development;

WHEREAS, The City of Tyler is proposing implementation of its FY 2024-2025 Community Development Block Grant (CDBG) and HOME Programs and FY 2024-2025 Annual Plan; as well as the 2025-2029 Five-Year Consolidated Plan, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:

Part 1: That the proposed budget for 2024-2025 Community Development Block Grant and HOME Grant funds, attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby approved, subject to approval and allocation by the U. S. Department of Housing and Urban Development.

Part 2: That the City of Tyler grants and designates the City Manager with the authority to execute and submit all documentation and certifications necessary to the U.S. Department of Housing and Urban Development in order to receive CDBG and HOME program funding to be utilized to provide eligible services and programs for low-income residents in the City on or before the submission deadline of August 15, 2024.

Part 3: That this ordinance shall take effect immediately upon adoption.

PASSED AND APPROVED this 24th day of July, A. D., 2024.

_____
DON WARREN, MAYOR
CITY OF TYLER, TEXAS

ATTEST:

_____
CASSANDRA BRAGER, CITY CLERK

APPROVED:

_____
DEBORAH PULLUM,
CITY ATTORNEY

EXHIBIT "A"

Proposed FY 2024-2025 CDBG & HOME Budget

Funding Resource				Project/Activity	Eligible Location
CDBG	HOME	OTHER	Total Funds		
$151,025	$30,415	$30,000 HOME-ARP	$211,440	**Administration** of CDBG and HOME Programs and other eligible activities that benefit low- to moderate-income citizens, with services provided by staff, contractors, non-profits, &/or consultants for management, planning, and capacity-building activities.	City-wide
$226,538	Not Eligible		$226,538	**Critical Home Repair/ADA project Repair** – repair of single-family homes where hazardous repairs are critically needed. Also, the installation of ADA ramps for the elderly and disabled (including direct costs and project delivery costs).	City-wide
Not Eligible	$167,286.31	$672,000 Program Income	$839,286.31	**New Construction & Reconstruction—The HOME program allows for the new construction or** reconstruction of modest and affordable dwellings for low-income households. **Population Served:** Low-income households	City-wide
$377,564	Not Eligible		$377,564	**Public Facilities**- Funds used for the rehabilitation of Parks and infrastructure installation or repairs in Low/Moderate Income Areas of the City.	Target Areas
$0	$60,830	$139,170 Program Income	$200,000	**1st Time Homebuyer** - provide down payment/costs for low/mod income homebuyers (including direct & project delivery costs).	City-wide
Not Eligible		$500,000 HOME-ARP	$500,000	**HOME-ARP:** – Funds used for the acquisition or development of non-congregate temporary shelters for individuals and/or families that meet the qualifying populations at risk of becoming homeless.	City-wide
Not Eligible	$45,622		$45,622	**CHDO Reserve:** a private, community-based nonprofit organization with partnership and capacity to build affordable housing for the community.	Low-Mod Areas
$755,127	**$304,153.31**	**$1,341,170**	**$2,400,450.31**	**FY 2024-2025 CDBG & HOME Proposed Budget Allocations**	

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-4

Date: July 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to award the Request for Proposal for Grant Writing and Administrative Services for the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding to Traylor & Associates Incorporated.

Item Reference: **24-024 RFP Grant Writing and Administrative Services for the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding**

The City of Tyler is seeking approval from the City Council to utilize the services of Traylor & Associates Incorporated to provide consulting work to assist staff in the planning and executing of several grants relating to the DR-4781-TX Texas Severe Storms, Straight Line Winds, Tornadoes, and Flooding all in accordance with the City of Tyler specifications for the Grant Writing and Administrative Services Request for Proposal 24-024 opened on July 9, 2024. The goal in attaining this service is to help maximize dollars reimbursed to the City of Tyler as it pertains to the previously mentioned disaster.

This consultant shall provide services for grant application preparedness, writing and submitting funding applications, and supporting the drafting and editing of grant proposals. They shall also provide services in contract writing for local agency agreements and administration of sub-recipient funding, in addition to ensuring that all sub-recipients are compliant with all grant requirements.

The initial term of the merchant services agreement shall commence August 1, 2024, and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

The following documents are attached for review:

1. 24-024 RFP for DR-4781-TX Grant Writing and Administrative Services
2. Traylor & Associates Incorporated Submitted Proposal

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to award the RFP for Grant Writing and Administrative Services for the DR-4781-TX Texas Severe Storms, Straight Line

Winds, Tornadoes, and Flooding to Traylor & Associates Incorporated.

Attachments:
24-024 RFP for DR-4781-TX Grant Writing and Administrative Services
Traylor & Associates Incorporated Submitted Proposal

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

Telephone: (903) 531-1232

June 26, 2024
DATE MAILED

Proposal No: **24-024**
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: **July 9, 2024**

Addressed To:

Please respond according to the instructions indicated below for the articles described. To be considered, the proposal must be submitted according to the City of Tyler instructions. All items or services called for must be in strict accordance with the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:
1. Keep duplicate copies of the proposal for your files.
2. Federal Excise Taxes are exempted, as well as Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form if unable to provide a proposal.
4. Specify the Trade name or brand in space, if applicable.

Purchasing Manager

Sealed proposals to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit, until **July 9, 2024,** and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm on **July 9, 2024.**

RFP for Grant Writing and Administrative Services,
Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)

PROPOSAL IDENTIFICATION: The proposal number, closing time, date, and requested item must appear on the outside of the envelope in the lower left-hand corner.

DATA SHEETS: All responders must complete each specification data sheet in the spaces provided on each bid item, as well as all information requested on the price datasheet. The price, data, and specifications sheet are hereby made a part of this proposal.

DELIVERY: Delivery must be stated in your proposal on the data sheet as the number of calendar days from the date of order.

The City of Tyler reserves the right to reject any and/or all proposals, to waive any and/or all formalities, and to award total amount, partial amount, or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period purchase constitutes a binding agreement.

In submitting the above request and attached proposal to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed proposal.

Net 30
INVOICING TERMS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Proposals Must Be Signed

TERMS AND CONDITIONS

Proposals are requested for furnishing the items described herein in accordance with the terms set forth. **ALL PROPOSALS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

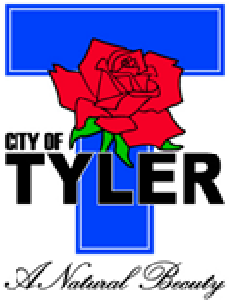
If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:
In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the **CITY.** The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least $1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.



City of Tyler, Texas
Grant Writing and Administrative Services RFP Package
Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)

(RFP# 24-024)
Tuesday, July 9, 2024

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Introduction

The City of Tyler, Texas, is seeking applications from firms capable of, interested in, and eligible for providing grant writing and administrative services for the Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX) Grant and other related grants. The services provided shall be in accordance with this Request for Proposal (the "RFP").

The City's primary goals are:

- The City of Tyler is seeking qualified companies or individuals to provide services for grant application preparedness, writing and submitting funding applications, and supporting the drafting and editing of grant proposals and plans.
- Contract writing for local agency agreements; and
- Administration of subrecipient funding. Ensure that all subrecipients are compliant with all grant requirements.

The initial term of the merchant services agreement shall commence August 1, 2024, and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

Overview

Request for Application ("RFP"):	**Grant Writing Services and Administrative Services**
RFA#:	24-024
Application Deadline:	**Tuesday, July 9, 2024, 2:00 PM CDT**
Submission Location:	City of Tyler Purchasing Department Attn: Sherry Pettit 304 N Border Ave Tyler, Texas 75702
Confirmation of Receipt:	Applications will be opened immediately following the application deadline, and a list of companies from whom applications were successfully received will be read aloud in the City Council Chambers at 212 N Bonner, City Hall, 2nd Floor, at 2:00 PM CDT.
Application Rejection:	Any applications received after the time and date stated above, regardless of circumstance and regardless of delivery method, will not be considered and will be returned unopened.

Questions

Questions or requests for additional information may be submitted through 3:00 PM CDT, Wednesday, July 3, 2024. **All inquiries must be submitted in writing; no verbal inquiries will be accepted.** Inquiries resulting in a material reconsideration of the intended scope of the RFP may be subsequently reflected in formal addenda to the RFP.

Contact

Sherry Pettit, Purchasing Manager
City of Tyler, Purchasing Department
304 N Border Ave.
Tyler, Texas, 75702
Email: spettit@tylertexas.com

Applicable Dates

Wednesday, June 26, 2024,	RFP Available to Prospective Applicants
Wednesday, June 26, 2024,	RFP Advertised
Wednesday, July 3, 2024,	RFP Advertised
Wednesday, July 3, 2024, *(3:00 PM CDT)*	Deadline for Questions or Requests for Additional Information
Tuesday, July 9, 2024,	**Application Deadline *(2:00 PM CDT)***
Wednesday, July 24, 2024, *(9:00 AM CDT)*	City Council Consideration of Award

Submission of Application

Sealed applications will be accepted until 2:00 PM CDT on **Tuesday, July 9, 2024,** in the City of Tyler, Purchasing Department, Attn: Sherry Pettit, 304 N Border Ave., Tyler, Texas 75702. Application envelopes shall be sealed and conspicuously designated on the front with:

"DO NOT OPEN – RFP# 24-024 Grant Writing and Administrative Services, Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)"

Note: Applications received after 2:00 PM CDT on **Tuesday, July 9, 2024,** shall be considered void and returned unopened.

The sealed application submission shall include the following:

1. One original (so marked) and three (3) complete bound copies of the application.
2. One USB portable disk drive containing:
    a. One digital copy of the complete application response, saved as a single Adobe-compatible portable document file (".pdf").
    b. One digital copy of the rates, fees & expenses schedule, saved as a single Microsoft Excel file (".xlsx").

Notices

Conflict of Interested Parties (House Bill 1295)

In accordance with House Bill 1295, for certain contracts entered on or after January 1, 2016, the successful bidder must submit a *Certificate of Interested Parties* (Form 1295) when the signed contract is submitted to the City and before the City can pay any related invoice. This applies to any contract that must be approved by the City Council, so all contracts valued at greater than $50,000 fall under this rule.

The *Certificate of Interested Parties* (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Conflicts of Interest (Texas Local Government Code Chapter 176)

Applicants must comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with City officers and officials. By doing business or seeking to do business with the City, including submitting a response to this RFA, the Applicant acknowledges that it has been notified of the requirements of Chapter 176 of the Texas Local Government Code and is following them.

Conflict of Interest Questionnaire (Form CIQ) must be completed and turned in with each application: https://www.ethics.state.tx.us/forms/CIQ.pdf

Additional Notices

1. The Applicant shall not offer to, or accept from, gifts or anything of value from, or enter any business arrangement with, any employee, official, or agent of the City.
2. If there is any reason to believe that the applicants are colluding, one or all applications will be rejected.
3. The City of Tyler reserves the right to reject any or all the applications received, to further negotiate final terms and conditions beyond the scope of this RFP, to select, in the City's sole discretion, the most qualified application, to further communicate beyond the scope of this RFA with any Applicant, or to otherwise cancel or amend in part or wholly this RFP.
4. Applications shall be provided with a written commitment to remain valid, in both terms and conditions, for a period of not less than three (3) calendar months from the date of submission.
5. Neither the City, nor any employee, official or agent of the City shall be obligated to provide subsequent, individual communication with any prospective Applicant.
6. Applicants shall delineate which products and services are basic, which are enhancements, and the associated, differing costs thereof. All products and services shall otherwise be included and without additional expense to the City or the City's customers.
7. All charges and fees associated with the Grant Writing Services Agreement must be clearly and accurately included in the RFP response. The charges and fees represented in the RFP response shall overrule all previous agreements between the City and the Applicant as they relate to the accounts and services included herein. The City shall not be obligated by any charges and fees not clearly and accurately presented in the RFP response. Services initiated after consummation of the Grant Writing Services Agreement shall carry charges and fees mutually agreed to, in writing, by the City and the Applicant. Regardless of time delay, the Applicant shall refund or credit the City for any erroneous charges and fees not agreed to in writing. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees, rates, and conditions shall be fixed for the entire term, including extensions.
8. Recipients of this RFA are advised that nothing stated herein, or any part thereof, or any communication, shall be construed as constituting, offering, or awarding a contract, representation, or agreement of any kind between the City and any other party, save for a formal written agreement, properly executed by both parties.

9. All responses are subject to release as public information unless the response or specific parts of the response can be shown to be legally exempt from the Texas Public Information Act. Applicants are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of Applicants. If an Applicant believes that a response or parts of a response are confidential, then the Applicant shall so specify. The Applicant shall stamp in bold red letters the term "CONFIDENTIAL" on only that part of the response that the Applicant believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All responses and parts of responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to this RFP shall be opened in a manner that avoids disclosure of the contents to competing Applicants and keeps the responses private during negotiations.

10. The City of Tyler will not be liable for any costs incurred by any Applicant in preparing a submittal in response to this RFP, conducting a presentation, or any other activities related to the application.

11. The City reserves the right to reject all applications and to waive all formalities except at the time of filing.

Basis of Award

The City will award the agreement to the Applicant whose response provides the best value for the City based on all factors that affect the price and performance of the required services, including, but not limited to, compliance with all RFP requirements, delivery, and the City's needs.

The City reserves the right to contact any Applicant at any time prior to the award to clarify, verify, or request information regarding any application. The City reserves the right to waive any formality or irregularity, to make awards to more than one Applicant, or to reject any or all applications.

Criteria for Evaluation

In its sole discretion, the City will evaluate the applications based on the following criteria:

1. Financial strength and stability of Applicant (10%).
2. Reputation of Applicant's quality of services (10%).
3. Completeness of application and response to items outlined in the RFP (20%).
4. Ability to perform and provide the required and requested services in accordance with the City's goals (30%).
5. Physical location of Applicant's operations (including customer service & technical support) (20%); and
6. Previous service relationship with the City (10%).

After selecting an Applicant based on the criteria above, the City may negotiate the terms of the grant writing services agreement and any subsidiary agreements, all aspects of services, and the compensation to be paid to the Applicant.

If, for any reason, the negotiations between the Applicant selected and the City cannot be completed, the City may enter into negotiations with the second-best application. Negotiations will continue in this sequence until an agreement is finalized, or all applications are rejected.

The City reserves the right, at its sole discretion, to accept the application which it considers most favorable to the City's interest.

The City reserves the right to negotiate with any Applicant regarding their application and to request oral presentations from any applicant or Applicants.

The City reserves the right to accept or reject all applications and to waive minor informalities.

City of Tyler

Background Information

The City of Tyler, Texas, the county seat of Smith County, is considered the advanced manufacturing, health care, educational, and retail center of East Texas. Tyler is located on U.S. Highway 69 just south of Interstate 20 equal distance (approximately 90 miles) between the cities of Dallas, Texas, and Shreveport, Louisiana. The City of Tyler, encompassing approximately 57.8 square miles, had a 2020 census population of 106,276, which is a 7.9% increase from the 2000 census population of 83,650. Currently, the City's population is estimated to be 112,296. The City of Tyler is commonly referred to as the City of Roses.

The chief industries in and around Tyler include health care and research; education; grocery distribution; retail and retail distribution; air conditioning unit manufacturing; cable, internet, and phone services; government services; engineering services; banking services; cast iron pipes and fitting manufacturing; oil and gas refining; ready mix concrete production; tourism; and growing and shipping rose bushes. Diversification is evident in the fact that no single taxpayer represents more than 2.79% of the assessed valuation in the City of Tyler.

Municipal Structure

The City, incorporated in 1850, is a home-rule-city operating under the Council-Manager form of government. The City Charter was adopted on February 9, 1937. The home-rule corporation status is granted under the Constitution and Laws of the State of Texas. The City Council is comprised of the Mayor and six Council Members who function as the policy-making body of the City's government, determining the overall goals, objectives, and direction for City services and adopting the annual operating budgets for all City departments. The City Manager is appointed by the City Council and is responsible for the daily management and implementation of policy of the City including appointing the various key leaders and department heads. The Mayor and Council Members serve two-year terms, with general elections occurring each year based on district. The Mayor is elected at large; the remaining Council Members are elected by district.

Municipal Services

The City of Tyler is a full-service municipality. Major services provided under general government and enterprise functions are police and fire protection, water and sewer services, sanitation services, parks and recreational facilities, library services, street improvements, capital projects administration, municipal court, code enforcement, development and planning services, and general administrative services. The City of Tyler also offers an airport and a convention center. Internal services of the City of Tyler accounted for on a cost reimbursement basis, are the fleet services operations, technology services, property, and facility management services, productivity pool, risk management services, and active and retired employee health and dental coverage.

Scope of Work

- Vendor must demonstrate, to the satisfaction of the City of Tyler, that they are able to successfully deliver services of the type and scope set forth in this RFP. Grant writing efforts will include interaction with, but are not limited to, City of Tyler staff and funding agencies.
- Comprehensive administration of FEMA, TDEM, and other agency programs and projects.
- Attend meetings with FEMA, TDEM, and other agencies in conjunction with and on behalf of the City of Tyler.
- Collaborate with local government on project formulation, including assessments; information gathering; project development (define the scope and size of both small and large projects, including cost estimating); and project submittals.
- Proactively identify opportunities to maximize disaster relief Funding.
- Provide ongoing guidance to maximize disaster relief funding.
- Coordinate and manage deliverables with FEMA, TDEM, and other agencies.
- Assist with FEMA, TDEM, and/or other federal grants quarterly reporting.
- Generate time extension requests to FEMA, TDEM, and/or other federal grants when necessary so that eligibility is not forfeited.
- Assist in getting the necessary legal documents for proper filing.
- Coordinate with local government staff to obtain all costs and necessary backup documentation to develop, revise, and submit reimbursement request(s).
- Track the status of FEMA, TDEM, and other agency reimbursements and serve as a liaison between FEMA, TDEM/other agencies, and local government.
- Assist in responding to Requests for Information from FEMA TDEM/other agencies.
- Assist with the submission of appeals to FEMA, TDEM, and other agencies.
- Provide detailed and periodic management reports on the status of reimbursements, including developments, revisions, submissions/approvals, open issues, financial overview, etc.
- Provide Cash Management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received.
- Preparing public procurement documentation and providing additional procurement assistance, including but not limited to preparing and writing requests for qualifications, requests for proposals, or other applicable procurements for identified projects that align accordingly, other public assistance projects, and federal and state requirements.
- Development of a database/electronic system for tracking and managing project worksheets, claims, grant applications, status, and associated information to facilitate effective documentation, management of grant management and funding programs, and information sharing.
- Developing program guidelines, policies, procedures, implementation plans, or other pertinent documents.
- Research, development, and prepare grant applications and other applicable public assistance documents.
- Review data and records for compliance with federal requirements.
- Advise on the management of the closeout process; and
- Researching, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other work related to disaster recovery, disaster planning, disaster mitigation, and public assistance.
- Administration of sub-recipient grants to other organizations.

Application

Application Requirements

Sealed applications will be accepted until 2:00 PM CDT on **Tuesday, July 9, 2024,** in the City of Tyler, Purchasing Department, Attn: Sherry Pettit, 304 N Border Ave., Tyler, Texas 75702. Application envelopes shall be sealed and conspicuously designated on the front with:

"DO NOT OPEN – RFP# 24-024 Grant Writing and Administrative Services, Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)"

Note: Applications received after 2:00 PM CDT on **Tuesday, July 9, 2024,** shall be considered void and returned unopened.

The sealed application submission shall include the following:

7. One original (so marked) and three (3) complete bound copies of the application.
8. One USB portable disk drive containing:
    a. One digital copy of the complete application response, saved as a single Adobe-compatible portable document file (".pdf").
    b. One digital copy of the rates, fees & expenses schedule, saved as a single Microsoft Excel file (".xlsx").

The signed, submitted response will be deemed the Applicant's official response.
Applicant's submitted prices, rates, conditions, and answers shall be included in the final agreement.

Applicant Information

Firm Overview

Briefly introduce your firm, providing a summary of the administration, organization, and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team that will undertake this engagement. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses.

Firm Financials

Provide your firm's most recent three (3) years financial statements. Include both balance sheets and profit and loss statements prepared under generally accepted accounting principles (GAAP).

Experience & References

Describe the recent experience of the firm in performing grant writing services in similar size and scope. Applicant should have at least five (5) years of federal grant writing experience. Applicant personnel must have experience in submitting and being awarded federal grants. Applicant should have knowledge of the local City of Tyler community. Applicant should provide three (3) references.

Designated Contact

The Applicant shall designate one account manager with authority and responsibility for the City's entire account. This designated account manager shall also have responsibility for ongoing review and oversight of the City's grant writing services.

Work Plan

The Applicant shall provide a detailed description of how your organization will perform the following grant wiring services:

- Funding needs analysis.

- Identification of appropriate grant resources.
- Grant preparation process.
- Grant review and approval process; and
- Detailed time frame of the whole process (a through d).

Rates, Fees, & Expenses Schedule

In both written form and a Microsoft Excel file, provide a detailed list of rates, fees, and expenses for all grant writing services. Describe how and when all applicable fees apply. The City of Tyler prefers a simplified discount pricing structure, but all rates and fees must be listed. The City shall not be responsible for paying any fees not specifically listed.

The Applicant must identify any expenses that are not covered through this fee structure and would be required to implement the Applicant's program and services. Accordingly, include a detailed fee schedule for discount fees and all other charges and expenses.

Sample Agreement

The Applicant should provide a sample or proposed agreement for services.

Implementation Timeline

The Applicant should provide a proposed timeline for the implementation of services.

Statement of Authorization

The Applicant should provide a statement of authorization, duly executed by the designated contact, containing definitive language that verifies both the validity and reliability of information submitted with the application and the prerequisite authority of the designated contact to provide such information. The authorization shall be provided with a written commitment to remain valid, in both terms and conditions, for a period of not less than three (3) calendar months from the date of submission.

Specific Requirements & Conditions

Compliance with Law

The applicant will be required to certify that it is in compliance with all applicable state and federal laws, including non-discrimination.

Tax Exemption

The City of Tyler is not liable to Applicant for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the Applicant.

Insurance & Bonding

Commercial General Liability Insurance

The Applicant shall maintain in full force and effect a commercial general liability insurance policy naming the City of Tyler as an additional insured and as the certificate holder and waiving subrogation per the contractual requirements of this project.

TYPE	AMOUNT
COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: Products - Completed Operations Independent Contractors Broad Form Property Damage Contractual Liability or Cross Liability And where exposure exists, coverage required for: X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage	Not Less than: **$1,000,000** (one million) Each Occurrence **$1,000,000** (one million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: Any Auto; OR All Owned Autos, and Hired Autos, and Non-Owned Autos.	Not Less than: **$500,000** (five hundred thousand) Each Occurrence
WORKERS' COMPENSATION (Where required by state law)	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2

Performance Bond

Pursuant to Texas Local Government Code, Title 10, Subtitle F, Chapter 2253, Subchapter B, Section 021, the successful applicant, upon award, shall furnish a surety bond or bonds covering the faithful performance of the agreement and the payment of all obligations arising thereunder. The bond shall be in the full amount of the agreement. The surety shall be a firm qualified to conduct business as a surety in Texas. The performance for this agreement shall not only indemnify the City for the usual performance provisions of the agreement but, in addition, shall be a bond to guarantee payment of any and all liability of any type, kind, nature, or description due as a result of work performed pursuant to the agreement.

Confidentiality

Any provision in the agreement that attempts to prevent the City from disclosing information subject to public disclosure under federal or Texas law or regulation or court or administrative decision or ruling is invalid (Chapter 552, Texas Government Code).

Formal Agreement Required

The final appointment of the successful Applicant shall be subject to approval by the City of Tyler City Council. The successful Applicant shall be required to enter into a duly executed, binding agreement that incorporates all of the requirements of Applicant's official response to this RFP, incorporates the accompanying related schedules and materials as required by this RFP, and complies with State law and City policy.

Advertisement Acknowledged

This RFP has been duly advertised and is being offered for consideration to financial institutions as permitted by State law and City policy.

Authorization

This RFP is being offered by the following person duly authorized to act on behalf of the City of Tyler: Keidric Trimble, Director of Finance/CFO

Application Checklist

ALL ITEMS MUST BE INCLUDED TO ACHIEVE A SUCCESSFUL RESPONSE
PLEASE SUBMIT IN THE ORDER LISTED

1. Cover Page with Contact Information o
2. Application Checklist (this list) o
3. Conflict of Interest Questionnaire (Form CIQ) o
4. Applicant Information
   a. Firm Overview o
   b. Firm Financials o
   c. Experience & References o
   d. Formal Indication of Designated Contact o
5. Work Plan o
6. Rates, Fees, & Expenses Schedule o
7. Sample Agreement o
8. Implementation Timeline o
9. Statement of Authorization o
10. USB Portable Disk Drive Containing:
    a. Digital Copy of Complete Application, Items 1-17 above (Adobe .pdf File) o
    b. Digital Copy of Rates, Fees & Expenses Schedule (Microsoft .xlsx File) o

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

Telephone: (903) 531-1232

June 26, 2024
DATE MAILED

Proposal No: **24-024**
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: **July 9, 2024**

Addressed To:

Please respond according to the instructions indicated below for the articles described. To be considered, the proposal must be submitted according to the City of Tyler instructions. All items or services called for must be in strict accordance with the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:
1. Keep duplicate copies of the proposal for your files.
2. Federal Excise Taxes are exempted, as well as Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form if unable to provide a proposal.
4. Specify the Trade name or brand in space, if applicable.

Purchasing Manager

Sealed proposals to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit, until **July 9, 2024,** and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm on **July 9, 2024.**

RFP for Grant Writing and Administrative Services,
Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)

PROPOSAL IDENTIFICATION: The proposal number, closing time, date, and requested item must appear on the outside of the envelope in the lower left-hand corner.

DATA SHEETS: All responders must complete each specification data sheet in the spaces provided on each bid item, as well as all information requested on the price datasheet. The price, data, and specifications sheet are hereby made a part of this proposal.

DELIVERY: Delivery must be stated in your proposal on the data sheet as the number of calendar days from the date of order.

The City of Tyler reserves the right to reject any and/or all proposals, to waive any and/or all formalities, and to award total amount, partial amount, or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period purchase constitutes a binding agreement.

In submitting the above request and attached proposal to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed proposal.

Net 30
INVOICING TERMS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Proposals Must Be Signed

TERMS AND CONDITIONS

Proposals are requested for furnishing the items described herein in accordance with the terms set forth. **ALL PROPOSALS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:
In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the **CITY.** The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least $1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.

City of Tyler, Texas
Grant Writing and Administrative Services RFP Package
Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)

(RFP# 24-024)
Tuesday, July 9, 2024

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Introduction

The City of Tyler, Texas, is seeking applications from firms capable of, interested in, and eligible for providing grant writing and administrative services for the Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX) Grant and other related grants. The services provided shall be in accordance with this Request for Proposal (the "RFP").

The City's primary goals are:

- The City of Tyler is seeking qualified companies or individuals to provide services for grant application preparedness, writing and submitting funding applications, and supporting the drafting and editing of grant proposals and plans.
- Contract writing for local agency agreements; and
- Administration of subrecipient funding. Ensure that all subrecipients are compliant with all grant requirements.

The initial term of the merchant services agreement shall commence August 1, 2024, and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

Overview

Request for Application ("RFP"):	**Grant Writing Services and Administrative Services**
RFA#:	24-024
Application Deadline:	**Tuesday, July 9, 2024, 2:00 PM CDT**
Submission Location:	City of Tyler Purchasing Department Attn: Sherry Pettit 304 N Border Ave Tyler, Texas 75702
Confirmation of Receipt:	Applications will be opened immediately following the application deadline, and a list of companies from whom applications were successfully received will be read aloud in the City Council Chambers at 212 N Bonner, City Hall, 2nd Floor, at 2:00 PM CDT.
Application Rejection:	Any applications received after the time and date stated above, regardless of circumstance and regardless of delivery method, will not be considered and will be returned unopened.

Questions

Questions or requests for additional information may be submitted through 3:00 PM CDT, Wednesday, July 3, 2024. **All inquiries must be submitted in writing; no verbal inquiries will be accepted.** Inquiries resulting in a material reconsideration of the intended scope of the RFP may be subsequently reflected in formal addenda to the RFP.

Contact

Sherry Pettit, Purchasing Manager
City of Tyler, Purchasing Department
304 N Border Ave.
Tyler, Texas, 75702
Email: spettit@tylertexas.com

Applicable Dates

Wednesday, June 26, 2024,	RFP Available to Prospective Applicants
Wednesday, June 26, 2024,	RFP Advertised
Wednesday, July 3, 2024,	RFP Advertised
Wednesday, July 3, 2024, *(3:00 PM CDT)*	Deadline for Questions or Requests for Additional Information
Tuesday, July 9, 2024,	**Application Deadline *(2:00 PM CDT)***
Wednesday, July 24, 2024, *(9:00 AM CDT)*	City Council Consideration of Award

Submission of Application

Sealed applications will be accepted until 2:00 PM CDT on **Tuesday, July 9, 2024,** in the City of Tyler, Purchasing Department, Attn: Sherry Pettit, 304 N Border Ave., Tyler, Texas 75702. Application envelopes shall be sealed and conspicuously designated on the front with:

"DO NOT OPEN – RFP# 24-024 Grant Writing and Administrative Services, Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)"

Note: Applications received after 2:00 PM CDT on **Tuesday, July 9, 2024,** shall be considered void and returned unopened.

The sealed application submission shall include the following:

1. One original (so marked) and three (3) complete bound copies of the application.
2. One USB portable disk drive containing:
    a. One digital copy of the complete application response, saved as a single Adobe-compatible portable document file (".pdf").
    b. One digital copy of the rates, fees & expenses schedule, saved as a single Microsoft Excel file (".xlsx").

Notices

Conflict of Interested Parties (House Bill 1295)

In accordance with House Bill 1295, for certain contracts entered on or after January 1, 2016, the successful bidder must submit a *Certificate of Interested Parties* (Form 1295) when the signed contract is submitted to the City and before the City can pay any related invoice. This applies to any contract that must be approved by the City Council, so all contracts valued at greater than $50,000 fall under this rule.

The *Certificate of Interested Parties* (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Conflicts of Interest (Texas Local Government Code Chapter 176)

Applicants must comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with City officers and officials. By doing business or seeking to do business with the City, including submitting a response to this RFA, the Applicant acknowledges that it has been notified of the requirements of Chapter 176 of the Texas Local Government Code and is following them.

Conflict of Interest Questionnaire (Form CIQ) must be completed and turned in with each application: https://www.ethics.state.tx.us/forms/CIQ.pdf

Additional Notices

1. The Applicant shall not offer to, or accept from, gifts or anything of value from, or enter any business arrangement with, any employee, official, or agent of the City.
2. If there is any reason to believe that the applicants are colluding, one or all applications will be rejected.
3. The City of Tyler reserves the right to reject any or all the applications received, to further negotiate final terms and conditions beyond the scope of this RFP, to select, in the City's sole discretion, the most qualified application, to further communicate beyond the scope of this RFA with any Applicant, or to otherwise cancel or amend in part or wholly this RFP.
4. Applications shall be provided with a written commitment to remain valid, in both terms and conditions, for a period of not less than three (3) calendar months from the date of submission.
5. Neither the City, nor any employee, official or agent of the City shall be obligated to provide subsequent, individual communication with any prospective Applicant.
6. Applicants shall delineate which products and services are basic, which are enhancements, and the associated, differing costs thereof. All products and services shall otherwise be included and without additional expense to the City or the City's customers.
7. All charges and fees associated with the Grant Writing Services Agreement must be clearly and accurately included in the RFP response. The charges and fees represented in the RFP response shall overrule all previous agreements between the City and the Applicant as they relate to the accounts and services included herein. The City shall not be obligated by any charges and fees not clearly and accurately presented in the RFP response. Services initiated after consummation of the Grant Writing Services Agreement shall carry charges and fees mutually agreed to, in writing, by the City and the Applicant. Regardless of time delay, the Applicant shall refund or credit the City for any erroneous charges and fees not agreed to in writing. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees, rates, and conditions shall be fixed for the entire term, including extensions.
8. Recipients of this RFA are advised that nothing stated herein, or any part thereof, or any communication, shall be construed as constituting, offering, or awarding a contract, representation, or agreement of any kind between the City and any other party, save for a formal written agreement, properly executed by both parties.

9. All responses are subject to release as public information unless the response or specific parts of the response can be shown to be legally exempt from the Texas Public Information Act. Applicants are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of Applicants. If an Applicant believes that a response or parts of a response are confidential, then the Applicant shall so specify. The Applicant shall stamp in bold red letters the term "CONFIDENTIAL" on only that part of the response that the Applicant believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All responses and parts of responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to this RFP shall be opened in a manner that avoids disclosure of the contents to competing Applicants and keeps the responses private during negotiations.

10. The City of Tyler will not be liable for any costs incurred by any Applicant in preparing a submittal in response to this RFP, conducting a presentation, or any other activities related to the application.

11. The City reserves the right to reject all applications and to waive all formalities except at the time of filing.

Basis of Award

The City will award the agreement to the Applicant whose response provides the best value for the City based on all factors that affect the price and performance of the required services, including, but not limited to, compliance with all RFP requirements, delivery, and the City's needs.

The City reserves the right to contact any Applicant at any time prior to the award to clarify, verify, or request information regarding any application. The City reserves the right to waive any formality or irregularity, to make awards to more than one Applicant, or to reject any or all applications.

Criteria for Evaluation

In its sole discretion, the City will evaluate the applications based on the following criteria:

1. Financial strength and stability of Applicant (10%).
2. Reputation of Applicant's quality of services (10%).
3. Completeness of application and response to items outlined in the RFP (20%).
4. Ability to perform and provide the required and requested services in accordance with the City's goals (30%).
5. Physical location of Applicant's operations (including customer service & technical support) (20%); and
6. Previous service relationship with the City (10%).

After selecting an Applicant based on the criteria above, the City may negotiate the terms of the grant writing services agreement and any subsidiary agreements, all aspects of services, and the compensation to be paid to the Applicant.

If, for any reason, the negotiations between the Applicant selected and the City cannot be completed, the City may enter into negotiations with the second-best application. Negotiations will continue in this sequence until an agreement is finalized, or all applications are rejected.

The City reserves the right, at its sole discretion, to accept the application which it considers most favorable to the City's interest.

The City reserves the right to negotiate with any Applicant regarding their application and to request oral presentations from any applicant or Applicants.

The City reserves the right to accept or reject all applications and to waive minor informalities.

City of Tyler

Background Information

The City of Tyler, Texas, the county seat of Smith County, is considered the advanced manufacturing, health care, educational, and retail center of East Texas. Tyler is located on U.S. Highway 69 just south of Interstate 20 equal distance (approximately 90 miles) between the cities of Dallas, Texas, and Shreveport, Louisiana. The City of Tyler, encompassing approximately 57.8 square miles, had a 2020 census population of 106,276, which is a 7.9% increase from the 2000 census population of 83,650. Currently, the City's population is estimated to be 112,296. The City of Tyler is commonly referred to as the City of Roses.

The chief industries in and around Tyler include health care and research; education; grocery distribution; retail and retail distribution; air conditioning unit manufacturing; cable, internet, and phone services; government services; engineering services; banking services; cast iron pipes and fitting manufacturing; oil and gas refining; ready mix concrete production; tourism; and growing and shipping rose bushes. Diversification is evident in the fact that no single taxpayer represents more than 2.79% of the assessed valuation in the City of Tyler.

Municipal Structure

The City, incorporated in 1850, is a home-rule-city operating under the Council-Manager form of government. The City Charter was adopted on February 9, 1937. The home-rule corporation status is granted under the Constitution and Laws of the State of Texas. The City Council is comprised of the Mayor and six Council Members who function as the policy-making body of the City's government, determining the overall goals, objectives, and direction for City services and adopting the annual operating budgets for all City departments. The City Manager is appointed by the City Council and is responsible for the daily management and implementation of policy of the City including appointing the various key leaders and department heads. The Mayor and Council Members serve two-year terms, with general elections occurring each year based on district. The Mayor is elected at large; the remaining Council Members are elected by district.

Municipal Services

The City of Tyler is a full-service municipality. Major services provided under general government and enterprise functions are police and fire protection, water and sewer services, sanitation services, parks and recreational facilities, library services, street improvements, capital projects administration, municipal court, code enforcement, development and planning services, and general administrative services. The City of Tyler also offers an airport and a convention center. Internal services of the City of Tyler accounted for on a cost reimbursement basis, are the fleet services operations, technology services, property, and facility management services, productivity pool, risk management services, and active and retired employee health and dental coverage.

Scope of Work

- Vendor must demonstrate, to the satisfaction of the City of Tyler, that they are able to successfully deliver services of the type and scope set forth in this RFP. Grant writing efforts will include interaction with, but are not limited to, City of Tyler staff and funding agencies.
- Comprehensive administration of FEMA, TDEM, and other agency programs and projects.
- Attend meetings with FEMA, TDEM, and other agencies in conjunction with and on behalf of the City of Tyler.
- Collaborate with local government on project formulation, including assessments; information gathering; project development (define the scope and size of both small and large projects, including cost estimating); and project submittals.
- Proactively identify opportunities to maximize disaster relief Funding.
- Provide ongoing guidance to maximize disaster relief funding.
- Coordinate and manage deliverables with FEMA, TDEM, and other agencies.
- Assist with FEMA, TDEM, and/or other federal grants quarterly reporting.
- Generate time extension requests to FEMA, TDEM, and/or other federal grants when necessary so that eligibility is not forfeited.
- Assist in getting the necessary legal documents for proper filing.
- Coordinate with local government staff to obtain all costs and necessary backup documentation to develop, revise, and submit reimbursement request(s).
- Track the status of FEMA, TDEM, and other agency reimbursements and serve as a liaison between FEMA, TDEM/other agencies, and local government.
- Assist in responding to Requests for Information from FEMA TDEM/other agencies.
- Assist with the submission of appeals to FEMA, TDEM, and other agencies.
- Provide detailed and periodic management reports on the status of reimbursements, including developments, revisions, submissions/approvals, open issues, financial overview, etc.
- Provide Cash Management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received.
- Preparing public procurement documentation and providing additional procurement assistance, including but not limited to preparing and writing requests for qualifications, requests for proposals, or other applicable procurements for identified projects that align accordingly, other public assistance projects, and federal and state requirements.
- Development of a database/electronic system for tracking and managing project worksheets, claims, grant applications, status, and associated information to facilitate effective documentation, management of grant management and funding programs, and information sharing.
- Developing program guidelines, policies, procedures, implementation plans, or other pertinent documents.
- Research, development, and prepare grant applications and other applicable public assistance documents.
- Review data and records for compliance with federal requirements.
- Advise on the management of the closeout process; and
- Researching, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other work related to disaster recovery, disaster planning, disaster mitigation, and public assistance.
- Administration of sub-recipient grants to other organizations.

Application

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Describe the recent experience of the firm in performing grant writing services in similar size and scope. Applicant should have at least five (5) years of federal grant writing experience. Applicant personnel must have experience in submitting and being awarded federal grants. Applicant should have knowledge of the local City of Tyler community. Applicant should provide three (3) references.

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- Funding needs analysis.

- Identification of appropriate grant resources.
- Grant preparation process.
- Grant review and approval process; and
- Detailed time frame of the whole process (a through d).

Rates, Fees, & Expenses Schedule

In both written form and a Microsoft Excel file, provide a detailed list of rates, fees, and expenses for all grant writing services. Describe how and when all applicable fees apply. The City of Tyler prefers a simplified discount pricing structure, but all rates and fees must be listed. The City shall not be responsible for paying any fees not specifically listed.

The Applicant must identify any expenses that are not covered through this fee structure and would be required to implement the Applicant's program and services. Accordingly, include a detailed fee schedule for discount fees and all other charges and expenses.

Sample Agreement

The Applicant should provide a sample or proposed agreement for services.

Implementation Timeline

The Applicant should provide a proposed timeline for the implementation of services.

Statement of Authorization

The Applicant should provide a statement of authorization, duly executed by the designated contact, containing definitive language that verifies both the validity and reliability of information submitted with the application and the prerequisite authority of the designated contact to provide such information. The authorization shall be provided with a written commitment to remain valid, in both terms and conditions, for a period of not less than three (3) calendar months from the date of submission.

Specific Requirements & Conditions

Compliance with Law

The applicant will be required to certify that it is in compliance with all applicable state and federal laws, including non-discrimination.

Tax Exemption

The City of Tyler is not liable to Applicant for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the Applicant.

Insurance & Bonding

Commercial General Liability Insurance

The Applicant shall maintain in full force and effect a commercial general liability insurance policy naming the City of Tyler as an additional insured and as the certificate holder and waiving subrogation per the contractual requirements of this project.

TYPE	AMOUNT
COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: Products - Completed Operations Independent Contractors Broad Form Property Damage Contractual Liability or Cross Liability And where exposure exists, coverage required for: X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage	Not Less than: **$1,000,000** (one million) Each Occurrence **$1,000,000** (one million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: Any Auto; OR All Owned Autos, and Hired Autos, and Non-Owned Autos.	Not Less than: **$500,000** (five hundred thousand) Each Occurrence
WORKERS' COMPENSATION (Where required by state law)	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2

Performance Bond

Pursuant to Texas Local Government Code, Title 10, Subtitle F, Chapter 2253, Subchapter B, Section 021, the successful applicant, upon award, shall furnish a surety bond or bonds covering the faithful performance of the agreement and the payment of all obligations arising thereunder. The bond shall be in the full amount of the agreement. The surety shall be a firm qualified to conduct business as a surety in Texas. The performance for this agreement shall not only indemnify the City for the usual performance provisions of the agreement but, in addition, shall be a bond to guarantee payment of any and all liability of any type, kind, nature, or description due as a result of work performed pursuant to the agreement.

Confidentiality

Any provision in the agreement that attempts to prevent the City from disclosing information subject to public disclosure under federal or Texas law or regulation or court or administrative decision or ruling is invalid (Chapter 552, Texas Government Code).

Formal Agreement Required

The final appointment of the successful Applicant shall be subject to approval by the City of Tyler City Council. The successful Applicant shall be required to enter into a duly executed, binding agreement that incorporates all of the requirements of Applicant's official response to this RFP, incorporates the accompanying related schedules and materials as required by this RFP, and complies with State law and City policy.

Advertisement Acknowledged

This RFP has been duly advertised and is being offered for consideration to financial institutions as permitted by State law and City policy.

Authorization

This RFP is being offered by the following person duly authorized to act on behalf of the City of Tyler: Keidric Trimble, Director of Finance/CFO

Application Checklist

ALL ITEMS MUST BE INCLUDED TO ACHIEVE A SUCCESSFUL RESPONSE
PLEASE SUBMIT IN THE ORDER LISTED

1. Cover Page with Contact Information o
2. Application Checklist (this list) o
3. Conflict of Interest Questionnaire (Form CIQ) o
4. Applicant Information
   a. Firm Overview o
   b. Firm Financials o
   c. Experience & References o
   d. Formal Indication of Designated Contact o
5. Work Plan o
6. Rates, Fees, & Expenses Schedule o
7. Sample Agreement o
8. Implementation Timeline o
9. Statement of Authorization o
10. USB Portable Disk Drive Containing:
    a. Digital Copy of Complete Application, Items 1-17 above (Adobe .pdf File) o
    b. Digital Copy of Rates, Fees & Expenses Schedule (Microsoft .xlsx File) o

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

Telephone: (903) 531-1232

June 26, 2024
DATE MAILED

Proposal No: **24-024**
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: **July 9, 2024**

Addressed To:

Please respond according to the instructions indicated below for the articles described. To be considered, the proposal must be submitted according to the City of Tyler instructions. All items or services called for must be in strict accordance with the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:
1. Keep duplicate copies of the proposal for your files.
2. Federal Excise Taxes are exempted, as well as Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form if unable to provide a proposal.
4. Specify the Trade name or brand in space, if applicable.

Purchasing Manager

Sealed proposals to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit, until **July 9, 2024,** and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm on **July 9, 2024.**

RFP for Grant Writing and Administrative Services,
Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)

PROPOSAL IDENTIFICATION: The proposal number, closing time, date, and requested item must appear on the outside of the envelope in the lower left-hand corner.

DATA SHEETS: All responders must complete each specification data sheet in the spaces provided on each bid item, as well as all information requested on the price datasheet. The price, data, and specifications sheet are hereby made a part of this proposal.

DELIVERY: Delivery must be stated in your proposal on the data sheet as the number of calendar days from the date of order.

The City of Tyler reserves the right to reject any and/or all proposals, to waive any and/or all formalities, and to award total amount, partial amount, or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period purchase constitutes a binding agreement.

In submitting the above request and attached proposal to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed proposal.

Net 30
INVOICING TERMS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Proposals Must Be Signed

TERMS AND CONDITIONS

Proposals are requested for furnishing the items described herein in accordance with the terms set forth. **ALL PROPOSALS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

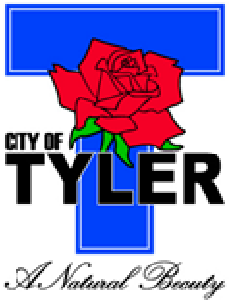
If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:
In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the **CITY.** The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least $1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.



City of Tyler, Texas
Grant Writing and Administrative Services RFP Package
Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)

(RFP# 24-024)
Tuesday, July 9, 2024

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Introduction

The City of Tyler, Texas, is seeking applications from firms capable of, interested in, and eligible for providing grant writing and administrative services for the Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX) Grant and other related grants. The services provided shall be in accordance with this Request for Proposal (the "RFP").

The City's primary goals are:

- The City of Tyler is seeking qualified companies or individuals to provide services for grant application preparedness, writing and submitting funding applications, and supporting the drafting and editing of grant proposals and plans.
- Contract writing for local agency agreements; and
- Administration of subrecipient funding. Ensure that all subrecipients are compliant with all grant requirements.

The initial term of the merchant services agreement shall commence August 1, 2024, and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

Overview

Request for Application ("RFP"):	**Grant Writing Services and Administrative Services**
RFA#:	24-024
Application Deadline:	**Tuesday, July 9, 2024, 2:00 PM CDT**
Submission Location:	City of Tyler Purchasing Department Attn: Sherry Pettit 304 N Border Ave Tyler, Texas 75702
Confirmation of Receipt:	Applications will be opened immediately following the application deadline, and a list of companies from whom applications were successfully received will be read aloud in the City Council Chambers at 212 N Bonner, City Hall, 2nd Floor, at 2:00 PM CDT.
Application Rejection:	Any applications received after the time and date stated above, regardless of circumstance and regardless of delivery method, will not be considered and will be returned unopened.

Questions

Questions or requests for additional information may be submitted through 3:00 PM CDT, Wednesday, July 3, 2024. **All inquiries must be submitted in writing; no verbal inquiries will be accepted.** Inquiries resulting in a material reconsideration of the intended scope of the RFP may be subsequently reflected in formal addenda to the RFP.

Contact

Sherry Pettit, Purchasing Manager
City of Tyler, Purchasing Department
304 N Border Ave.
Tyler, Texas, 75702
Email: spettit@tylertexas.com

Applicable Dates

Wednesday, June 26, 2024,	RFP Available to Prospective Applicants
Wednesday, June 26, 2024,	RFP Advertised
Wednesday, July 3, 2024,	RFP Advertised
Wednesday, July 3, 2024, *(3:00 PM CDT)*	Deadline for Questions or Requests for Additional Information
Tuesday, July 9, 2024,	**Application Deadline *(2:00 PM CDT)***
Wednesday, July 24, 2024, *(9:00 AM CDT)*	City Council Consideration of Award

Submission of Application

Sealed applications will be accepted until 2:00 PM CDT on **Tuesday, July 9, 2024,** in the City of Tyler, Purchasing Department, Attn: Sherry Pettit, 304 N Border Ave., Tyler, Texas 75702. Application envelopes shall be sealed and conspicuously designated on the front with:

"DO NOT OPEN – RFP# 24-024 Grant Writing and Administrative Services, Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding (DR-4781-TX)"

Note: Applications received after 2:00 PM CDT on **Tuesday, July 9, 2024,** shall be considered void and returned unopened.

The sealed application submission shall include the following:

1. One original (so marked) and three (3) complete bound copies of the application.
2. One USB portable disk drive containing:
    a. One digital copy of the complete application response, saved as a single Adobe-compatible portable document file (".pdf").
    b. One digital copy of the rates, fees & expenses schedule, saved as a single Microsoft Excel file (".xlsx").

Notices

Conflict of Interested Parties (House Bill 1295)

In accordance with House Bill 1295, for certain contracts entered on or after January 1, 2016, the successful bidder must submit a *Certificate of Interested Parties* (Form 1295) when the signed contract is submitted to the City and before the City can pay any related invoice. This applies to any contract that must be approved by the City Council, so all contracts valued at greater than $50,000 fall under this rule.

The *Certificate of Interested Parties* (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Conflicts of Interest (Texas Local Government Code Chapter 176)

Applicants must comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with City officers and officials. By doing business or seeking to do business with the City, including submitting a response to this RFA, the Applicant acknowledges that it has been notified of the requirements of Chapter 176 of the Texas Local Government Code and is following them.

Conflict of Interest Questionnaire (Form CIQ) must be completed and turned in with each application: https://www.ethics.state.tx.us/forms/CIQ.pdf

Additional Notices

1. The Applicant shall not offer to, or accept from, gifts or anything of value from, or enter any business arrangement with, any employee, official, or agent of the City.
2. If there is any reason to believe that the applicants are colluding, one or all applications will be rejected.
3. The City of Tyler reserves the right to reject any or all the applications received, to further negotiate final terms and conditions beyond the scope of this RFP, to select, in the City's sole discretion, the most qualified application, to further communicate beyond the scope of this RFA with any Applicant, or to otherwise cancel or amend in part or wholly this RFP.
4. Applications shall be provided with a written commitment to remain valid, in both terms and conditions, for a period of not less than three (3) calendar months from the date of submission.
5. Neither the City, nor any employee, official or agent of the City shall be obligated to provide subsequent, individual communication with any prospective Applicant.
6. Applicants shall delineate which products and services are basic, which are enhancements, and the associated, differing costs thereof. All products and services shall otherwise be included and without additional expense to the City or the City's customers.
7. All charges and fees associated with the Grant Writing Services Agreement must be clearly and accurately included in the RFP response. The charges and fees represented in the RFP response shall overrule all previous agreements between the City and the Applicant as they relate to the accounts and services included herein. The City shall not be obligated by any charges and fees not clearly and accurately presented in the RFP response. Services initiated after consummation of the Grant Writing Services Agreement shall carry charges and fees mutually agreed to, in writing, by the City and the Applicant. Regardless of time delay, the Applicant shall refund or credit the City for any erroneous charges and fees not agreed to in writing. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees, rates, and conditions shall be fixed for the entire term, including extensions.
8. Recipients of this RFA are advised that nothing stated herein, or any part thereof, or any communication, shall be construed as constituting, offering, or awarding a contract, representation, or agreement of any kind between the City and any other party, save for a formal written agreement, properly executed by both parties.

9. All responses are subject to release as public information unless the response or specific parts of the response can be shown to be legally exempt from the Texas Public Information Act. Applicants are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of Applicants. If an Applicant believes that a response or parts of a response are confidential, then the Applicant shall so specify. The Applicant shall stamp in bold red letters the term "CONFIDENTIAL" on only that part of the response that the Applicant believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All responses and parts of responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to this RFP shall be opened in a manner that avoids disclosure of the contents to competing Applicants and keeps the responses private during negotiations.

10. The City of Tyler will not be liable for any costs incurred by any Applicant in preparing a submittal in response to this RFP, conducting a presentation, or any other activities related to the application.

11. The City reserves the right to reject all applications and to waive all formalities except at the time of filing.

Basis of Award

The City will award the agreement to the Applicant whose response provides the best value for the City based on all factors that affect the price and performance of the required services, including, but not limited to, compliance with all RFP requirements, delivery, and the City's needs.

The City reserves the right to contact any Applicant at any time prior to the award to clarify, verify, or request information regarding any application. The City reserves the right to waive any formality or irregularity, to make awards to more than one Applicant, or to reject any or all applications.

Criteria for Evaluation

In its sole discretion, the City will evaluate the applications based on the following criteria:

1. Financial strength and stability of Applicant (10%).
2. Reputation of Applicant's quality of services (10%).
3. Completeness of application and response to items outlined in the RFP (20%).
4. Ability to perform and provide the required and requested services in accordance with the City's goals (30%).
5. Physical location of Applicant's operations (including customer service & technical support) (20%); and
6. Previous service relationship with the City (10%).

After selecting an Applicant based on the criteria above, the City may negotiate the terms of the grant writing services agreement and any subsidiary agreements, all aspects of services, and the compensation to be paid to the Applicant.

If, for any reason, the negotiations between the Applicant selected and the City cannot be completed, the City may enter into negotiations with the second-best application. Negotiations will continue in this sequence until an agreement is finalized, or all applications are rejected.

The City reserves the right, at its sole discretion, to accept the application which it considers most favorable to the City's interest.

The City reserves the right to negotiate with any Applicant regarding their application and to request oral presentations from any applicant or Applicants.

The City reserves the right to accept or reject all applications and to waive minor informalities.

City of Tyler

Background Information

The City of Tyler, Texas, the county seat of Smith County, is considered the advanced manufacturing, health care, educational, and retail center of East Texas. Tyler is located on U.S. Highway 69 just south of Interstate 20 equal distance (approximately 90 miles) between the cities of Dallas, Texas, and Shreveport, Louisiana. The City of Tyler, encompassing approximately 57.8 square miles, had a 2020 census population of 106,276, which is a 7.9% increase from the 2000 census population of 83,650. Currently, the City's population is estimated to be 112,296. The City of Tyler is commonly referred to as the City of Roses.

The chief industries in and around Tyler include health care and research; education; grocery distribution; retail and retail distribution; air conditioning unit manufacturing; cable, internet, and phone services; government services; engineering services; banking services; cast iron pipes and fitting manufacturing; oil and gas refining; ready mix concrete production; tourism; and growing and shipping rose bushes. Diversification is evident in the fact that no single taxpayer represents more than 2.79% of the assessed valuation in the City of Tyler.

Municipal Structure

The City, incorporated in 1850, is a home-rule-city operating under the Council-Manager form of government. The City Charter was adopted on February 9, 1937. The home-rule corporation status is granted under the Constitution and Laws of the State of Texas. The City Council is comprised of the Mayor and six Council Members who function as the policy-making body of the City's government, determining the overall goals, objectives, and direction for City services and adopting the annual operating budgets for all City departments. The City Manager is appointed by the City Council and is responsible for the daily management and implementation of policy of the City including appointing the various key leaders and department heads. The Mayor and Council Members serve two-year terms, with general elections occurring each year based on district. The Mayor is elected at large; the remaining Council Members are elected by district.

Municipal Services

The City of Tyler is a full-service municipality. Major services provided under general government and enterprise functions are police and fire protection, water and sewer services, sanitation services, parks and recreational facilities, library services, street improvements, capital projects administration, municipal court, code enforcement, development and planning services, and general administrative services. The City of Tyler also offers an airport and a convention center. Internal services of the City of Tyler accounted for on a cost reimbursement basis, are the fleet services operations, technology services, property, and facility management services, productivity pool, risk management services, and active and retired employee health and dental coverage.

Scope of Work

- Vendor must demonstrate, to the satisfaction of the City of Tyler, that they are able to successfully deliver services of the type and scope set forth in this RFP. Grant writing efforts will include interaction with, but are not limited to, City of Tyler staff and funding agencies.
- Comprehensive administration of FEMA, TDEM, and other agency programs and projects.
- Attend meetings with FEMA, TDEM, and other agencies in conjunction with and on behalf of the City of Tyler.
- Collaborate with local government on project formulation, including assessments; information gathering; project development (define the scope and size of both small and large projects, including cost estimating); and project submittals.
- Proactively identify opportunities to maximize disaster relief Funding.
- Provide ongoing guidance to maximize disaster relief funding.
- Coordinate and manage deliverables with FEMA, TDEM, and other agencies.
- Assist with FEMA, TDEM, and/or other federal grants quarterly reporting.
- Generate time extension requests to FEMA, TDEM, and/or other federal grants when necessary so that eligibility is not forfeited.
- Assist in getting the necessary legal documents for proper filing.
- Coordinate with local government staff to obtain all costs and necessary backup documentation to develop, revise, and submit reimbursement request(s).
- Track the status of FEMA, TDEM, and other agency reimbursements and serve as a liaison between FEMA, TDEM/other agencies, and local government.
- Assist in responding to Requests for Information from FEMA TDEM/other agencies.
- Assist with the submission of appeals to FEMA, TDEM, and other agencies.
- Provide detailed and periodic management reports on the status of reimbursements, including developments, revisions, submissions/approvals, open issues, financial overview, etc.
- Provide Cash Management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received.
- Preparing public procurement documentation and providing additional procurement assistance, including but not limited to preparing and writing requests for qualifications, requests for proposals, or other applicable procurements for identified projects that align accordingly, other public assistance projects, and federal and state requirements.
- Development of a database/electronic system for tracking and managing project worksheets, claims, grant applications, status, and associated information to facilitate effective documentation, management of grant management and funding programs, and information sharing.
- Developing program guidelines, policies, procedures, implementation plans, or other pertinent documents.
- Research, development, and prepare grant applications and other applicable public assistance documents.
- Review data and records for compliance with federal requirements.
- Advise on the management of the closeout process; and
- Researching, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other work related to disaster recovery, disaster planning, disaster mitigation, and public assistance.
- Administration of sub-recipient grants to other organizations.

Application

Application Requirements

Sealed applications will be accepted until 2:00 PM CDT on **Tuesday, July 9, 2024,** in the City of Tyler, Purchasing Department, Attn: Sherry Pettit, 304 N Border Ave., Tyler, Texas 75702. Application envelopes shall be sealed and conspicuously designated on the front with:

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The sealed application submission shall include the following:

7. One original (so marked) and three (3) complete bound copies of the application.
8. One USB portable disk drive containing:
    a. One digital copy of the complete application response, saved as a single Adobe-compatible portable document file (".pdf").
    b. One digital copy of the rates, fees & expenses schedule, saved as a single Microsoft Excel file (".xlsx").

The signed, submitted response will be deemed the Applicant's official response.
Applicant's submitted prices, rates, conditions, and answers shall be included in the final agreement.

Applicant Information

Firm Overview

Briefly introduce your firm, providing a summary of the administration, organization, and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team that will undertake this engagement. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications, and licenses.

Firm Financials

Provide your firm's most recent three (3) years financial statements. Include both balance sheets and profit and loss statements prepared under generally accepted accounting principles (GAAP).

Experience & References

Describe the recent experience of the firm in performing grant writing services in similar size and scope. Applicant should have at least five (5) years of federal grant writing experience. Applicant personnel must have experience in submitting and being awarded federal grants. Applicant should have knowledge of the local City of Tyler community. Applicant should provide three (3) references.

Designated Contact

The Applicant shall designate one account manager with authority and responsibility for the City's entire account. This designated account manager shall also have responsibility for ongoing review and oversight of the City's grant writing services.

Work Plan

The Applicant shall provide a detailed description of how your organization will perform the following grant wiring services:

- Funding needs analysis.

- Identification of appropriate grant resources.
- Grant preparation process.
- Grant review and approval process; and
- Detailed time frame of the whole process (a through d).

Rates, Fees, & Expenses Schedule

In both written form and a Microsoft Excel file, provide a detailed list of rates, fees, and expenses for all grant writing services. Describe how and when all applicable fees apply. The City of Tyler prefers a simplified discount pricing structure, but all rates and fees must be listed. The City shall not be responsible for paying any fees not specifically listed.

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TYPE	AMOUNT
COMMERCIAL GENERAL LIABILITY * Policy shall include (but not limited to) the following: Products - Completed Operations Independent Contractors Broad Form Property Damage Contractual Liability or Cross Liability And where exposure exists, coverage required for: X-C-U Coverage X = Explosion Hazard C = Collapse Hazard U = Underground Damage	Not Less than: **$1,000,000** (one million) Each Occurrence **$1,000,000** (one million) General Aggregate **Per Project** Any Self-Insured-Retention or Deductible shall not exceed $25,000.
BUSINESS AUTOMOBILE LIABILITY Policy shall include (but not limited to) bodily injury and property damage liability for the following: Any Auto; OR All Owned Autos, and Hired Autos, and Non-Owned Autos.	Not Less than: **$500,000** (five hundred thousand) Each Occurrence
WORKERS' COMPENSATION (Where required by state law)	**Statutory Limits for Workers' Compensation** TEX. LAB. CODE ANN. Title 5, Subtitle A, Chapter 401 TEX. ADMIN. CODE, Title 28, Part 2

Performance Bond

Pursuant to Texas Local Government Code, Title 10, Subtitle F, Chapter 2253, Subchapter B, Section 021, the successful applicant, upon award, shall furnish a surety bond or bonds covering the faithful performance of the agreement and the payment of all obligations arising thereunder. The bond shall be in the full amount of the agreement. The surety shall be a firm qualified to conduct business as a surety in Texas. The performance for this agreement shall not only indemnify the City for the usual performance provisions of the agreement but, in addition, shall be a bond to guarantee payment of any and all liability of any type, kind, nature, or description due as a result of work performed pursuant to the agreement.

Confidentiality

Any provision in the agreement that attempts to prevent the City from disclosing information subject to public disclosure under federal or Texas law or regulation or court or administrative decision or ruling is invalid (Chapter 552, Texas Government Code).

Formal Agreement Required

The final appointment of the successful Applicant shall be subject to approval by the City of Tyler City Council. The successful Applicant shall be required to enter into a duly executed, binding agreement that incorporates all of the requirements of Applicant's official response to this RFP, incorporates the accompanying related schedules and materials as required by this RFP, and complies with State law and City policy.

Advertisement Acknowledged

This RFP has been duly advertised and is being offered for consideration to financial institutions as permitted by State law and City policy.

Authorization

This RFP is being offered by the following person duly authorized to act on behalf of the City of Tyler: Keidric Trimble, Director of Finance/CFO

Application Checklist

ALL ITEMS MUST BE INCLUDED TO ACHIEVE A SUCCESSFUL RESPONSE
PLEASE SUBMIT IN THE ORDER LISTED

1. Cover Page with Contact Information o
2. Application Checklist (this list) o
3. Conflict of Interest Questionnaire (Form CIQ) o
4. Applicant Information
   a. Firm Overview o
   b. Firm Financials o
   c. Experience & References o
   d. Formal Indication of Designated Contact o
5. Work Plan o
6. Rates, Fees, & Expenses Schedule o
7. Sample Agreement o
8. Implementation Timeline o
9. Statement of Authorization o
10. USB Portable Disk Drive Containing:
    a. Digital Copy of Complete Application, Items 1-17 above (Adobe .pdf File) o
    b. Digital Copy of Rates, Fees & Expenses Schedule (Microsoft .xlsx File) o

Traylor
ASSOCIATES
INCORPORATED

Traylor & Associates
INCORPORATED

July 9, 2024

Governmental Consultants & Planners

Funding Research

Application Preparation

Grant Management

Government Liaison

Environmental Services

Financial Management

Community Development

Hazard Mitigation Assistance

Disaster Recovery

Economic Development

Housing Programs

Serving State & Local Governments Since 1974

Ms. Sherry Pettit
City of Tyler
Purchasing Department
304 North Border Avenue
Tyler, Texas 75702

Re: RFP# 24-024
Grant Writing and Administrative Services
Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding
(DR-4781-TX)

Ms. Pettit:

Thank you for giving Traylor & Associates the opportunity to present our qualifications and experience for management and administration for this important FEMA project.

Our firm has served the grant management consulting needs of over **200** political subdivisions throughout the State of Texas since 1974. To date, we have administered more than **$2 billion** in federal/state funds. While Traylor & Associates is the longest-serving firm in Texas, it is our ongoing capacity to perform that has made us one of the most widely used grant management firms operating in the state.

In addition to the service package detailed in the enclosed document, we are pleased to provide a summary of our firm's prior experience. We have established long-standing relationships with clients throughout the entire state and want to encourage you to contact any of them for reference purposes.

If any additional information or clarification is needed, please do not hesitate to contact me at mark.taylor@grtraylor.com.

Thank you again for your interest in our firm.

Sincerely,

Mark Taylor
President

TYLER
201 Cambridge Road
P.O. Box 7035
Tyler, Texas 75711-7035
903 • 581• 0500
www.grtraylor.com

PROFESSIONAL GRANT ADMINISTRATION SERVICES

COPY

GO TEXAN. Associate Member

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
PUBLIC ASSISTANCE PROGRAM (PA)
RFP# 24-024 (DR-4781-TX)

CITY OF TYLER
304 NORTH BORDER AVENUE
TYLER, TEXAS 75702

JULY 9, 2024

CITY OF TYLER
A Natural Beauty

903.581.0500
www.grtraylor.com
info@grtraylor.com
201 Cambridge Rd.
Tyler, TX 75703

Traylor & ASSOCIATES
GRANT MANAGEMENT

50 YEARS

Application Checklist

ALL ITEMS MUST BE INCLUDED TO ACHIEVE A SUCCESSFUL RESPONSE
PLEASE SUBMIT IN THE ORDER LISTED

1.	Cover Page with Contact Information	o
2.	Application Checklist (this list)	o
3.	Conflict of Interest Questionnaire (Form CIQ)	o
4.	Applicant Information	
a.	Firm Overview	o
b.	Firm Financials	o
c.	Experience & References	o
d.	Formal Indication of Designated Contact	o
5.	Work Plan	o
6.	Rates, Fees, & Expenses Schedule	o
7.	Sample Agreement	o
8.	Implementation Timeline	o
9.	Statement of Authorization	o
10.	USB Portable Disk Drive Containing:	
a.	Digital Copy of Complete Application, Items 1-17 above (Adobe .pdf File)	o
b.	Digital Copy of Rates, Fees & Expenses Schedule (Microsoft .xlsx File)	o

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	**OFFICE USE ONLY** Date Received

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

Gary R. Traylor & Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

_____
Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
Signature of vendor doing business with the governmental entity

June 27, 2024
Date

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

(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.

APPLICANT INFORMATION

EXECUTIVE SUMMARY

Gary R. Traylor & Associates, Inc. is a full-service grant application and management firm dedicated to assisting local governments, special districts, and other entities in their efforts to identify, secure, and manage grant funding to improve Texas communities. As the longest-serving grant management firm in the State, our experience acquiring and administering grant funds through both state and federal agencies is unsurpassed.

Quality • Efficiency • Integrity • Dedication • Innovation • Teamwork

While our company has grown and evolved since its formation in 1974, our standards of performance have remained consistent. Our core values are the foundation upon which we have built our reputation and remain the basis of our long-standing relationships with the communities we serve. We continue to incorporate these ideals into our daily lives as we strive to provide quality professional services leading to funding solutions that enhance and improve the quality of life for all Texans.

Grant Program Experience

We are committed to providing the City of Tyler and the residents it serves with the most capable and qualified team of professionals in our field. Averaging 15 years of direct grant management experience, each member of our team possesses the knowledge and expertise necessary to successfully secure funding, ensure compliance with program requirements, maintain accurate financial record keeping, and will prioritize communication with City staff throughout the life of each grant contract. Our team is currently managing all facets of grant-assisted projects, including infrastructure, acquisition/buyout/elevation of repetitive loss properties, and housing rehabilitation programs funded through over 30 individual programs administered by 9 agencies, including:







Texas Water Development Board

Texas Department of Transportation







TEXAS PARKS & WILDLIFE

Our firm's longevity, combined with retention of staff, has allowed for multi-generational relationships with public entities as we've partnered with local officials and staff to build resilient infrastructure, plan for economic growth, and ensure safe and sustainable communities.

EXECUTIVE SUMMARY

Project Experience

With nearly fifty years of practice to our credit, Traylor & Associates has worked with public entities to complete a wide range of projects. From constructing 600-acre detention ponds to replacing 12-inch driveway culverts, installing 250,000-gallon elevated storage tanks to repairing yard lines, we recognize the differing needs of the communities we serve. We have the capacity to meet the demands levied upon us by large-scale projects in metropolitan areas, while still maintaining a desire and willingness to assist small, rural communities.

WE'RE HERE TO HELP

Grants are complex. It's easy for City staff and officials to feel overwhelmed trying to locate and secure funding to meet the needs of their community. But it doesn't need to be that way. Our services extend well beyond simply checking boxes and filling out forms. Our team will expertly and confidently guide you through each step of the process from application submittal to closeout and monitoring, including:

Application Preparation	Force Account Labor
Financial Management	**Procurement (2CFR 200)**
Reporting/Monitoring	Program/Project Closeout

With decades of experience in grant administration, our continued pursuit of education and accreditations further demonstrates our passion for what we do. Our team consists of three (3) Certified Floodplain Managers (CFM), a licensed Professional Engineer, Emergency Management Coordinators, and several former City and County staff. All employees of Traylor & Associates are TxCDBG Certified Administrators to ensure familiarity with Uniform Grant Management Standards. The diverse knowledge possessed by our team allows us to better understand the challenges faced by local staff and the residents they serve.

Our firm's achievements and history of success are due in no small part to the emphasis we place on coordination and communication between stakeholders. Our commitment to our core principles and dedication to developing solutions to meet community needs has led to many noteworthy accomplishments on behalf of our clients, examples of which are detailed throughout this proposal.

We look forward to the opportunity to partner with the City of Tyler to construct repair damages caused by DR4781 - Texas Severe Storms, Straight-Line Winds, Tornadoes, and Flooding.

COMPANY HISTORY

Traylor & Associates is the longest-serving grant management firm in Texas. Since 1974, the firm has successfully managed more than $2 Billion in federal and/or state-assisted projects for more than 200 public entities. We assist in identifying, writing, and administering grant funds in an economically feasible and efficient manner to ensure the health, safety, and sustainability of communities.

Traylor & Associates, Inc. is a Texas-based corporation, operating since 1974.

Gary R. Traylor is the principal, sole owner and point of contact.

Corporate Headquarters: Traylor & Associates, Inc.
201 Cambridge Road
Tyler, Texas 75703
903.581.0500
info@grtraylor.com

Southeast Texas Office: 114 Main Street
Newton, Texas 75966

Collectively, our professional staff members have more than 200 years of experience implementing programs designed to enhance communities, reduce loss of life and property, and rebuild following disaster level events.

The firm has worked extensively in the field of disaster recovery and mitigation and has decades of experience working with state and federal agencies. Traylor & Associates specializes in the development, implementation, and administration of programs on behalf of state and local governments, special districts, and other public service entities.

From the beginning, our team has been dedicated to providing quality professional services leading to funding solutions for local governments in Texas. Our core values have always been and remain:

- **Quality** - committing ourselves to the pursuit of excellence in everthing we do.
- **Efficiency** - committing to the provision of services that are cost-efficient and effective.
- **Integrity** - believing that our personal and professional integrity is the basis of public trust.
- **Dedication** - taking pride in our commitment to public services and to the support of the people we are privileged to serve.
- **Innovation** - committing to developing an environment which inspires and promotes innovation, fosters dynamic leadership and rewards creativity among our staff and those we serve.
- **Teamwork** - believing that our vision and values are best realized by individuals working in teams.

GO TEXAN.
Associate Member

CAPACITY TO PERFORM

Physical Resources:

Traylor & Associates maintains a corporate office in Tyler, Texas with a satellite office located in Southeast Texas. The firm is readily equipped with the resources necessary to manage the project efficiently and quickly.

Possessing technology specifically adapted for program management in today's mobile driven environment allows us to employ a scalable approach to staffing and overall operations. Our development of grant-specific software that integrates our secure file-sharing program, email tracking, and calendaring of important milestones into one resource provides our clients access to real-time data and status updates, increases reporting accuracy, and promotes transparency. Our technological capabilities are supported by both in-house IT personnel as well as contracted services.

Regional Presence:

Aside from our corporate office in Tyler, Texas and an office in Newton, Texas, Traylor & Associates maintains a strong regional presence in East Texas. Project Managers serving the East Texas region schedule in-person and on-site status meetings monthly or bi-weekly, dependent upon client needs. Our continued local presence has allowed our project managers to gain a thorough understanding of the needs of the communities we serve.

Strength of Resources:

Traylor & Associates has the proven capacity required to meet the needs of the City of Tyler by maintaining an experienced staff capable of providing services on time, within scope and within budget. Our key personnel average 15 years' experience with federal and state-funded programs, and their extraordinary work is documented by a track record of excellence spanning nearly 50 years.

Our familiarity with the public assistance program allows an unparalleled level of service and responsiveness to the needs of the City. If additional staffing is required on-site during meetings or public forums, our associates can be mobilized quickly due to the proximity of both our corporate and Southeast Texas offices. The project manager will provide personal contact information to the City and, as a result, an experienced partner will be just a phone call, email, or text away.

Litigation History:

Traylor & Associates, nor its staff, has any contractual failures to disclose, nor is there any civil or criminal litigation or investigation pending that involves Traylor & Associates.

STATEMENT OF RESOURCES & ABILITY

The principal and project manager have the direct knowledge and skillset necessary to lead the City's efforts to secure grant funding and will be supported by SMEs and in-house support staff throughout all phases of your project. Our familiarity and proficiency managing mitigation projects allows our project managers to oversee state and federally funded programs of all sizes as demonstrated herein. Our experienced staff possesses the knowledge and ability to work independently and complete tasks efficiently, making our team the most tenured and qualified in Texas.

In addition to our experienced staff, our firm's capacity to perform the requested services is reinforced by its strong financial position and depth of physical resources.

Upon notification of award of this contract, we will immediately begin outreach to agencies and staff. We would also work with the City of Tyler to determine the anticipated use of funds and programmatic details including potential infrastructure projects and other types of programs you hope to develop with funds.



FINANCIALS

FIRM FINANCIALS AVAILABLE UPON REQUEST



GRANT ADMINISTRATION EXPERIENCE

REQUIREMENTS	EXPERIENCE					
	FEMA-PA	HMGP	FMA	BRIC	CDBG-MIT	CDBG
Grant Management & Administration	☆	☆	☆	☆	☆	☆
Procurement & Compliance with 2 CFR 200	☆	☆	☆	☆	☆	☆
Project Identification & Eligibility Determination	☆	☆	☆	☆	☆	☆
Project/Program Design & Development	☆	☆	☆	☆	☆	☆
Project Management	☆	☆	☆	☆	☆	☆
Duplication of Benefits (DOB) Review	☆	☆	☆	☆	☆	☆
Financial Assistance	☆	☆	☆	☆	☆	☆
Labor & Wage Compliance	N/A	N/A	N/A	☆	☆	☆
Construction Oversight	☆	☆	☆	☆	☆	☆
Uniform Administration Requirements, Cost Principles, Audit Compliance	☆	☆	☆	☆	☆	☆
Environmental Review Records (NEPA Compliant)	☆	☆	☆	N/A	☆	☆
Uniform Relocation Act, Fair Housing, Section 504	☆	☆	☆	☆	☆	☆
Reporting	☆	☆	☆	☆	☆	☆
Monitoring & Audit	☆	☆	☆	☆	☆	☆
Recordkeeping & Document Retention	☆	☆	☆	☆	☆	☆
Closeout	☆	☆	☆	☆	☆	☆

WORK EXPERIENCE

HAZARD MITIGATION

Texas is prone to a variety of hazards that put all community assets at risk, including buildings, roads, bridges, water/sewer lines, and people. We help develop mitigation measures to protect people and structures while minimizing taxpayer costs of future disaster response and recovery; ultimately leading to safer and more resilient communities.

Our clients have recently capitalized on an abundance of funding made available through various programs in response to Hurricane Harvey (DR-4332), the 2021 Winter Storm (DR-4586), Tropical Storm Imelda (DR-4466), and the COVID-19 Pandemic (DR-4485). As a result our Project Managers have obtained more than **$300,000,000 in Hazard Mitigation Assistance (HMA)** to construct drainage improvements, install generators at critical facilities, build EOCs and safe rooms, perform elevation/acquisition of repetitive loss properties, and purchase early warning systems.

HAZARD MITIGATION			
CLIENT NAME	**PROGRAM**	**VALUE**	**DESCRIPTION**
City of Bridge City	HMGP	$4,000,000	Bridge City Marsh Reclamation
City of West Orange	HMGP	$8,692,939	City-wide Ditch/Channel Improvements
Orange County	HMGP	$3,934,801	DR-4332 Home Elevations
Orange County	FMA	$6,450,172	2019 Home Elevations
Newton County	BRIC	$88,000	Hazard Mitigation Planning Study

CDBG-MIT

Rather than focusing on recovery from previous disasters, CDBG-MIT has afforded our team the unique chance to present large-scale, forward-looking projects that increase community resilience. Our team is proud to be an integral part of projects employing innovative and adaptive solutions to mitigate damages and loss of life and property during future disaster-level events.

CDBG-MIT			
CLIENT NAME	**PROGRAM**	**VALUE**	**DESCRIPTION**
City of Alice	CDBG-MIT	$6,942,192	Virginia Street Drainage Improvements
City of Cameron	CDBG-MIT	$14,268,150	Little River Pump Station Improvements
Newton County	CDBG-MIT	$3,687,657	Street, Flood & Drainage Improvements
City of Vidor	CDBG-MIT	$15,960,900	City-wide Detention Ponds & Channel Imp.
City of West Orange	CDBG-MIT	$3,790,353	City-wide Ditch/Channel Improvements



Texas Water Development Board



WORK EXPERIENCE

COMMUNITY DEVELOPMENT

Our firm finds solutions to financing and managing a variety of community development projects, both tangible and intangible in nature. Traylor & Associates also undertakes endeavors to eliminate a variety of health risks created by contaminated water supplies, inadequate sewer, water, and drainage systems, and damaged infrastructure.

COMMUNITY DEVELOPMENT			
CLIENT NAME	**PROGRAM**	**VALUE**	**DESCRIPTION**
City of Angus	TxCDBG	$350,000	Street Drainage Improvements
City of Lavon	TxCDBG	$350,000	Street Improvements
Orange County	TxCDBG	$350,000	Elevated Storage Tank
Newton County	TxCDBG	$350,000	Water System Improvements

DISASTER RELIEF/URGENT NEED

We assist long-term recovery efforts and restore damaged infrastructure such as water and sewer facilities, streets, flood and drainage facilities, and housing. Since 2008, we have administered disaster recovery contracts and facilitated rebuilding efforts all over Texas. Following Hurricane Ike, we prepared more than 200 environmental review records to support rebuilding efforts as an Environmental Service Provider for the Texas General Land Office.

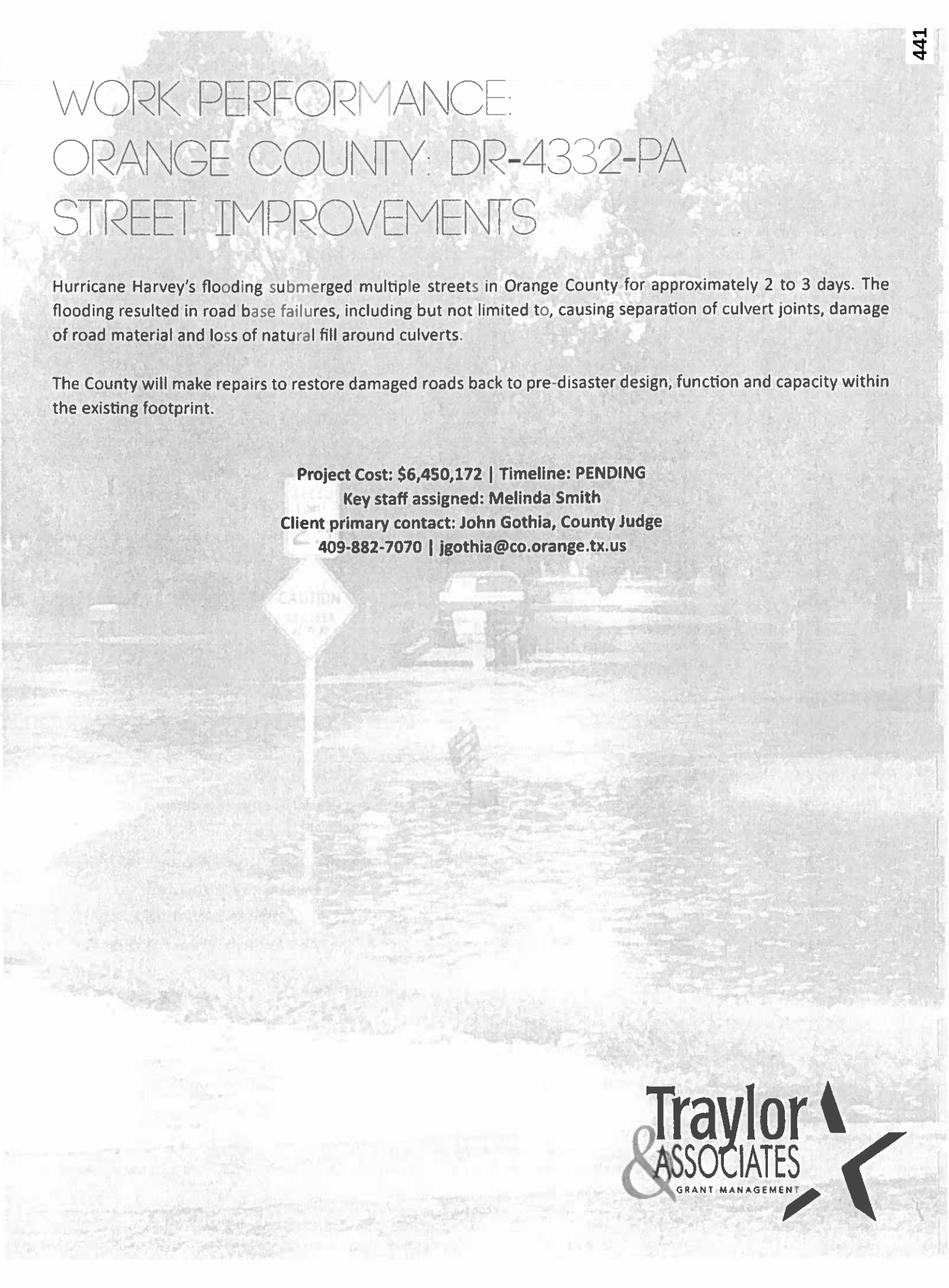
DISASTER RELIEF/URGENT NEED			
CLIENT NAME	**PROGRAM**	**VALUE**	**DESCRIPTION**
City of Bridge City	CDBG-DR	$5,057,772	Water & Flood & Drainage Improvements
Newton County	CDBG-DR	$1,609,719	Street Improvements
City of Orange	CDBG-DR	$10,934,201	Flood & Drainage Improvements & Fire Protection Facilities & Equipment
City of Vidor	CDBG-DR	$5,962,617	Street & Flood & Drainage Improvements
City of West Orange	CDBG-DR	$12,336,821	Street, Sewer, Fire Protection Facilities & Equipment & Flood & Drainage Improvements

WORK PERFORMANCE: ORANGE COUNTY: DR-4332-PA STREET IMPROVEMENTS

Hurricane Harvey's flooding submerged multiple streets in Orange County for approximately 2 to 3 days. The flooding resulted in road base failures, including but not limited to, causing separation of culvert joints, damage of road material and loss of natural fill around culverts.

The County will make repairs to restore damaged roads back to pre-disaster design, function and capacity within the existing footprint.

Project Cost: $6,450,172 | Timeline: PENDING
Key staff assigned: Melinda Smith
Client primary contact: John Gothia, County Judge
409-882-7070 | jgothia@co.orange.tx.us



Traylor & ASSOCIATES
GRANT MANAGEMENT

WORK PERFORMANCE:
CITY OF VIDOR: DR-4332-PA
FLOOD / DRAINAGE / STREET IMPROVEMENTS

Flooding from Hurricane Harvey caused slope stabilization to be damged. The stabilization has cracked and slid down into the ditches and has damaged culvert crossings. Multiple roads were submerged in water from 6-inches to 4-feet.

The City is wanting to improve the existing flood and drainage facilities and to restore the damaged roads back to previous design, function and capacity within the existing footprint. The improvements will reduce damages and losses during future weather events.

Project Cost: $1,557,880 | Timeline: May 2022 - Present
Key staff assigned: Melinda Smith
Client primary contact: Robbie Hood, City Manager
409-769-5473 | rhood@cityofvidor.com

Traylor & ASSOCIATES
GRANT MANAGEMENT

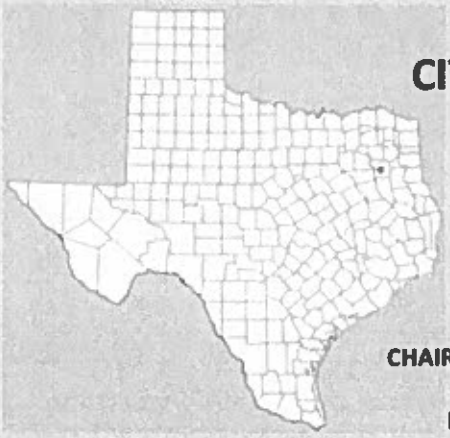
WORK PERFORMANCE: CITY OF WASKOM: DR-4586-PA FEBRUARY WINTER STORM

Submitted documentation supporting emergency response and protective measures. After an analysis of duplication of benefits, funds expended by the City in response to the 2021 February Winter Storm were deemed eligible for payment under the FEMA-PA program. The approved scope of work included structural repairs to municipal buildings (deductible following insurance payments), overtime for employees, and repairs to the wastewater treatment plant.

Project Cost: $8,508.76 | Timeline: February 2021 - November 2021
Key staff assigned: Linda Atkinson-Pettee
Client primary contact: Tammy Lofton, City Secretary
903-687-3374 | citysecretary@cityofwaskom.com

Traylor & ASSOCIATES
GRANT MANAGEMENT

ORGANIZATIONAL CHART



CITY OF TYLER
FEMA-PA

CHAIRMAN, CEO & PRINCIPAL
Gary R. Traylor
Program Oversight

PRESIDENT & COO
Mark Taylor, CFM
Project Schedule Oversight

EXECUTIVE VICE PRESIDENT & DIRECTOR of PROGRAM DEV.
Melinda Smith, CFM

PROJECT MANAGER

- Compliance Specialist
- IT Support / Analytics
- Environmental Compliance Specialist
- Labor Standards Specialist

The range of our services reflects hundreds of years of experience. Each member of the Traylor & Associates staff has received extensive training and naturally assumed a role best suited to their skillset, education, and experience.

As program requirements vary, each grant opportunity will be assigned a team consisting of a Project Manager who will serve as the primary contact for the grant, an Assistant Project Manager who will support financial recordkeeping and maintenance of project records, an Environmental Compliance Specialist, and a Labor Standards Specialist. While it is possible more than one team may be assembled due to the complexity of applications and overlapping deadlines for submittal, a single Project Manager will oversee coordination between team members to ensure that there is no duplication of efforts, provide efficient communication and reduce the amount of time the City's staff uses to distribute the information to our team.

Traylor & Associates believes each project undertaken is of vital importance. The company's long and proven history shows that each team assembled will ensure accountability and success.

Gary R. Traylor

Chairman | CEO



Phone:
903-581-0500 ext. 221

E-mail:
gary.traylor@grtraylor.com

PROFILE

Gary's career has included serving as a financial/grant consultant for over 170 Texas cities and counties with respect to housing, community development, and economic development projects.

Mr. Traylor is widely respected for his proven record in the procurement of grants involving competitive selection.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 50 years of experience managing federally funded projects

AREAS OF EXPERTISE

- Disaster Recovery Funding, including CDBG-DR and HMGP
- HUD entitlement and non-entitlement funding
- Economic Development
- Affirmatively Furthering Fair Housing Reviews and Compliance

WORK EXPERIENCE

HURRICANE IKE ROUND 2.2 DISASTER RECOVERY
Galveston County, Texas / $31,558,883 (2013 - 2022)
Responsible for financial oversight and program management of large-scale drainage improvements and repairs to streets and water and sewer facilities damaged by Hurricane Ike.

HURRICANE IKE ROUNDS 1, 2.1, and 2.2 DISASTER RECOVERY
City of Bridge City, Texas / $16,864,879 Combined (2009-2016)
Provided program compliance and oversight of multi-faceted contract to repair and harden facilities damaged by extensive citywide flooding as a result of storm surge during Hurricane Ike.

BROADBAND CDBG-MIT
Deep East Texas Council of Governments (DETCOG) / $45,031,528 (January 2021 - Present)
Provide oversight to ensure compliance with program requirements for a seven county broadband project designed to provide residential service to LMI households.

EDUCATION/LICENSES/TRAINING

- University of Texas - Tyler - Bachelor of Science, Political Science
- Certified Administrator - Texas Department of Agriculture, 1977 - Present
- TxDOT Local Government Project Procedures (LGPP) Certification, 2012 - Present
- TDA Application and Implementation Workshops, 1983 - Present
- HUD, GLO, and TDA Environmental Workshops, 1983 - Present

Mark Taylor, RMLO, CFM

President | Chief Operating Officer



Phone:
903-581-0500 ext. 223

E-mail:
mark.taylor@grtraylor.com

PROFILE

Mark joined Traylor & Associates in April 2002. He is well versed in residential construction, business management and grant administration.

He has assisted communities throughout the state with housing and infrastructure grant administration for over 21 years and currently provides oversight of all firm contracts.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 22 years' Grant Administration, including 6 years' HUD Entitlement Administration

AREAS OF EXPERTISE

- Disaster Recovery Program Administration, including CDBG-DR and HMGP
- Housing Program Administration - TDHCA and GLO Disaster
- Recovery Funding Public Outreach / Compliance with Citizen Participation requirements

WORK EXPERIENCE

HURRICANE IKE ROUND 2.2 - DISASTER RECOVERY

Lamar University / $11,000,000 (August 2015 – December 2018)

Responsible for financial management and project coordination of disaster recovery funding utilized to construct a building to house the SBDC and employment training center to develop business technologies and support entrepreneurial endeavors.

2016 FLOODS DISASTER RECOVERY - HOUSING /INFRASTRUCTURE

Newton County, Texas / $28,646,483 (July 2018 – Present)

Oversee residential repair, reconstruction, elevation and new construction programs throughout the County. Manage and coordinate infrastructure projects addressing damage received during the 2016 Floods, reconstruction of more than 30 miles of rural county roads.

HMGP - HURRICANE LAURA

City of Newton, Texas / $543,200 (Pending)

Manage and coordinate with City staff and engineers on the installation of generators at the City Hall and Water Booster Plant for Hurricane Laura recovery projects to ensure continuous operation.

EDUCATION/LICENSES/TRAINING

- Le Tourneau University - Bachelor of Science Business Management
- Licensed Residential Mortgage Loan Originator (RMLO# 410446)
- Certified Administrator Texas Dept. of Agriculture, 2002 - Present
- TxDOT Local Gov't Project Procedures (LGPP) Certification, 2012 - Present
- TDA Application and Implementation Workshops, 2002 - Present
- HUD, GLO, TDHCA, TDA Environmental Workshops, 2011 - Present
- Certified Floodplain Manager

Melinda Smith, CFM

Executive Vice President



Phone:
903-581-0500 ext. 219

E-mail:
melinda.smith@grtraylor.com

PROFILE

Melinda joined Traylor & Associates in August 2017. She has been dedicated to serving the communities of Texas as a Governmental Consultant since 2011.

Recognizing the importance of ensuring that local governments are provided with the knowledge and resources necessary to comply with federal, state and local regulations, she assists communities throughout every step of the grant process from application to close-out.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 13 years' Grant Management experience
- 12 years of experience in the legal field and real estate

AREAS OF EXPERTISE

- Disaster Recovery Funding, including CDBG-DR, HMGP, FHWA-ER and EDA-DR
- TxCDBG and TxDOT Project Management
- Large-scale flood control and drainage projects
- Acquisition of real property
- Mitigation projects, including CDBG-MIT and HMA

WORK EXPERIENCE

GLO/CDBG-DR SEWER IMPROVEMENTS

City of Orange, Texas / $1,000,000 (March 2023 - Present)

Manage and coordinate with City staff and engineer on on the replacement of deteriorated sewer lines that cause backup of sanitary sewer into homes and spills into backyards of residents which is an unacceptable health hazard.

CDBG-MIT

City of Vidor, Texas / $15,801,291 (October 2021 – Present)

Project manager for multi-project, multi-site contract to increase resiliency and harden infrastructure. Construction consists of improvements to existinng flood control structures and construction of four detention ponds.

EDA/CDBG-DR WWTP EXPANSION

City of West Orange, Texas / $6,250,000 (August 2019 – Present)

Manage multi-agency effort to expand infrastructure to support economic recovery following Hurricane Harvey. Responsible for reporting through GLO and EDA, DOB review, and act as primary contact to ensure progress and compliance with all program requirements.

EDUCATION/LICENSES/TRAINING

- Texas A & M Commerce, 2008
  Real Estate License Certification
- Certified Floodplain Manager
- TDA Application and Implementation Workshops, 2011 - Present
- HUD Fraud and Waste Prevention Training, 2020
- Certified Administrator - Texas Dept. of Agriculture, 2011 - Present
- TxDOT Local Gov't Project Procedures (LGPP) Certification, 2012 - Present

Wesley Traylor

Vice President | Chief Financial Officer



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wesley.traylor@grtraylor.com

PROFILE

Wesley joined Traylor & Associates in 2013 and has been dedicated to serving the communities of Texas as a consultant since that time.

With focus on customer service and stakeholder communication, his extensive knowledge of state and federal processes results in the successful recovery and revitalization of cities and counties throughout Texas.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 11 years' grant funding experience
- 13 years' related professional experience

AREAS OF EXPERTISE

- Economic Development and Tax Incentives
- Disaster Recovery Funding, including CDBG-DR
- HMGP Benefit Cost Analysis
- Compliance with Local, State, and Federal Requirements

WORK EXPERIENCE

FLOOD AND DRAINAGE IMPROVEMENTS

City of Jefferson, Texas / $1,979,625 (June 2019 – May 2022)

Provide financial and program management of flood and drainage improvements to aid in the City's recovery following the 2016 Flood and Storm events.

BROADBAND CDBG-MIT

Deep East Texas Council of Governments (DETCOG) / $45,031,528 (January 2021 - Present)

Provide project delivery services to ensure compliance with program requirements for a seven county broadband project designed to provide residential service to LMI households.

WASTEWATER TREATMENT PLANT IMPROVEMENTS

City of Buffalo, Texas / $9,725,000 (October 2020 - present)

Coordinate with City staff, engineers, and the General Land Office to lead project and ensure successful completion and timely closeout.

EDUCATION/LICENSES/TRAINING

- Texas A & M University - B.B.A., 2012
- Certified Administrator - Texas Department of Agriculture, 2013 - Present
- TxDOT Local Government Project Procedures (LGPP) Certification, 2018 - Present
- TDA Application and Implementation Workshops, 2013 - Present
- HUD, GLO, and TDA Environmental Workshops, 2013 - Present

Wanda Vance

Vice President | Project Manager



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E-mail:
wanda.vance@grtraylor.com

PROFILE

Wanda joined Traylor & Associates in March, 2004, and has since served numerous cities throughout the state in meeting their current and future needs.

By working closely with each community and its engineering firm, local leaders and staff are assured of complete compliance with all local, state, and federal regulations.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 20 years' experience administering HUD-funded grants
- 15 years' construction management experience

AREAS OF EXPERTISE

- CDBG-Community Development Fund
- Community Needs Assessments
- Compliance with Local, State, and Federal requirements
- CDBG-DR Disaster Recovery

WORK EXPERIENCE

PIN OAK CREEK
City of Kirbyville, Texas / $984,550 (April 2018 - Present)
Provide program management for channel improvements funded under the 2015 Flood Program. Project involves extensive coordination and permitting with regulatory agencies.

SEWER SYSTEM IMPROVEMENTS
City of Wills Point, Texas / $402,500 (March 2022 - Present)
Project consists of replacing deteriorated sewer lines, manholes, related pavement repair, service reconnections, and all associated appurtenances, to improve maintenance issues and the threat to public safety.

SIDEWALK IMPROVEMENTS
City of Pittsburg, Texas / $402,500 (March 2022 - Present)
Reconstruction and installation of deteriorated and non-ADA compliant concrete sidewalk, curb and gutter, ADA ramps, street lights, and all associated appurtenances, to improve the sidewalks for pedestrian traffic.

EDUCATION/LICENSES/TRAINING

- Business Management - Tyler Junior College
- Career Track Marketing and Management
- Homeland Security Capacity Building and Source Water Protection
- HUD, GLO, and TDA Environmental Workshops, 2004 - Present
- TDA Application and Implementation Workshops, 2004 - Present
- Certified Administrator - Texas Department of Agriculture, 2004 - Present

Linda Atkinson-Pettee

Assistant Project Manager



Phone:
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linda.ap@grtraylor.com

PROFILE

Linda's extensive background in educational grants and funding for institutes of higher learning provided a solid foundation and smooth transition to local government grant administration.

Her dedication to ensuring elected officials and supporting staff succeed in their efforts to improve communities is evident through the thoughtful and thorough guidance she provides. She develops and implements policies that not only meet programmatic requirements, but also streamlines each process to the benefit of residents each project serves.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 11 years of experience in grant and project implementation
- 4 years' disaster recovery (various agencies)

AREAS OF EXPERTISE

- Residential Buyout and Acquisition, including CDBG-DR, HMGP, and FMA
- CDBG-DR, HMGP, and TxDOT program compliance
- Acquisition of real property for large-scale projects
- Development of SOPs for various projects

WORK EXPERIENCE

CDBG-DR
Orange County, Texas / $10,934,201 (March 2021 - Present)
Coordinate with County staff and engineers to ensure compliance with federal, state and local regulations for Hurricane Harvey recovery project to ensure safe access during flood events.

AMERICAN RESCUE PLAN ACT (ARPA)
City of Pinehurst, Texas / $489,625 (February 2022 – Present)
Project oversight including establishing and maintaining recordkeeping system, including financial and labor files. Coordinate with City and engineer to ensure timely delivery of project milestones.

DR-4332 HURRICANE HARVEY - ELEVATION and ACQUISITION
Orange County, Texas / $7,386,862 (October 2021 – Present)
Coordinated with homeowners, contractors, title companies, appraisers and County staff to elevate and acquire loss properties.

EDUCATION/LICENSES/TRAINING

- Indiana State University - Master of Science - Human Resource Development
- University of Wisconsin - Stout - Bachelor of Science
- Certified Administrator - Texas Department of Agriculture, 2021 - Present
- TxDOT Local Government Project Procedures (LGPP) Certification, 2021 - Present
- FEMA and GLO Procurement Training, 2020 - Present

Katlin Fox-Brown, PE, CFM

Project Manager



Phone:
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katlin.foxbrown@grtraylor.com

PROFILE

A licensed professional engineer, Katlin possesses both technical and real world expertise in application, project, and overall program development.

Her education and training are complimented by a desire to serve the communities of Texas. Her attention to detail and understanding of all phases of a project make her a valuable resource to communities as they pursue projects vital to improving quality of life for residents.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 6 years' engineering experience with a focus in drainage/ stormwater management

AREAS OF EXPERTISE

- NEPA & 24 CFR (Part 58) Compliant Environmental Reviews
- Benefit-Cost Analyses (BCAs) for FEMA HMA programs
- Hazard MAP development
- Disaster Recovery including CDBG-DR, FEMA, HMGP

WORK EXPERIENCE

CDBG-MIT - WATER IMPROVEMENTS
City of Cameron, Texas / $14,268,150 (December 2021 - Present)
Coordinate with City staff, project engineer, and TWDB to manage multi-project contract to ensure City's water supply remains available during future disaster events.

HAZARD MITIGATION ACTION PLAN (HMAP)
Newton County, Texas / $311,941 (2021 – Present)
Responsible for updating the existing HMAP and certifying compliance with TDEM and FEMA regulations.

CDBG-MIT - FLOOD and DRAINAGE IMPROVEMENTS
City of Alice, Texas / $7,012,315 (November 2021 - Present)
Maintain financial records, establish programmatic compliance procedures, and provide oversight of the City's CDBG-MIT flood and drainage project.

EDUCATION/LICENSES/TRAINING

- Texas A & M University, 2016
- Licensed Professional Engineer
- Certified Administrator - Texas Department of Agriculture, 2021 - Present
- TDA Application and Implementation Workshops, 2021 - Present
- Certified Floodplain Manager

John Besteiro

Project Manager



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903-581-0500 ext. 227

E-mail:
john.besteiro@grtraylor.com

PROFILE

John has been dedicated to serving the communities of Texas since 2012. Prior to joining the Traylor team, he spent over a decade as a Grant Manager for the General Land Office.

Having managed some of the largest disaster recovery grants in the state, he is now using his programmatic and regulatory knowledge to assist communities as they navigate the complicated application and implementation processes inherent to federal grant funding.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 10+ years' direct CDBG-DR experience
  - Grant Manager Support Staff/Team Lead/Grant Manager

AREAS OF EXPERTISE

- Subject Matter Expert
  - Infrastructure Grants
  - Davis-Bacon and Related Acts
  - Program Income
  - Force Account

WORK EXPERIENCE

SEWER IMPROVEMENTS
City of Omaha, Texas / $367,500 (February 2023 – Present)
Replacement of aged and deteriorated sewer lines, including boring, reconnection of services, manholes and all associated appurtenances. The activities will improve inflow and infiltration.

AMERICAN RESCUE PLAN ACT (ARPA)
City of Atlanta, Texas / $1,354,000 (January 2022 – Present)
Project oversight including establishing and maintaining recordkeeping system, including financial and labor files. Coordinate with City and engineer to ensure timely delivery of project milestones.

AMERICAN RESCUE PLAN ACT (ARPA)
City of Sweetwater, Texas / $2,594,071 (August 2021 – Present)
Project oversight including establishing and maintaining recordkeeping system, including financial and labor files. Coordinate with City and engineer to ensure timely delivery of project milestones.

EDUCATION/LICENSES/TRAINING

- Southwest Texas State University - B.B.A. in Finance, 1994
- Southern Methodist University, School of Engineering and Applied Sciences, MCSE 4.0 Certification, 2000
- Certified Administrator - Texas Dept. of Agriculture, 2022
- CDBG Boot Camp Training
- Davis-Bacon and Related Acts Training (DOL/HUD)
- Benefit Cost Analysis Training (FEMA)
- Environmental Review, NEPA, 24 CFR 58 Training (HUD)
- Fraud and Waste Prevention Training (HUD OIG)
- Financial Management 101 and 201 (HUD)

Justin Meyer

Project Manager



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903-581-0500 ext. 231

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justin.meyer@grtraylor.com

PROFILE

Having previously served as both a City Councilman and County employee, Justin is familiar with the inner workings of local governments. He coordinates with local staff to streamline processes and ensure program compliance with statutory and regulatory authority requirements.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 7 years' related professional experience
- 4 years' grant funding experience

AREAS OF EXPERTISE

- Disaster Recover Funding, including GLO CDBG-DR
- Local Government Community Outreach & Public Relations
- Compliance, with Local, State, and Federal Requirements

WORK EXPERIENCE

GLO CDBG-MIT-MOD - WATER IMPROVEMENTS
City of Taft, Texas / $3,261,400 (PENDING)
Maintain financial records, establish programmatic compliace procedures, and provide oversight of the City's water improvement project. Coordinate with City staff and project engineer to manage contract to ensure City's water supply remains available during future disaster events.

TDEM-HMGP - GENERATORS (Texas Severe Winter Stomrs / COVID-19 Pandemic)
City of Kerrville, Texas / $1,905,300 (PENDING)
Coordinate with City staff and project engineer to manage contract to ensure continuous operation of esssential services during future storm events.

GLO CDBG-DR - CITY-WIDE STREET IMPROVEMENTS
City of Daisetta, Texas / $1,000,000 (March 2021 - Present)
Maintain financial records, establish programmatic compliance procedures, and provide oversight of the City's CDBG-DR street improvement project.

EDUCATION/LICENSES/TRAINING

- B.B.A, University of Houston - Victoria, 2016
- A.S. Victoria College, 2014
- TDA Application and Implementation Workshops
- Federal Procurement Training - FEMA
- HUD and GLO Environmental Workshops, 2021 - Present
- GLO Application and Implementation Workshops, 2021 - Present
- Certified Administrator - Texas Department of Agriculture
- TxDOT Local Gov't Project Procedures (LGPP) Certification, 2024
  - LCP101 and LGP102

Kari Beth Smith

Environmental Specialist | Compliance Coordinator



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903-581-0500 ext. 228

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karibeth.smith@grtraylor.com

PROFILE

Kari Beth joined Traylor & Associates in January 2000 with an extensive customer service and financial background.

She maintains principal responsibility for completing Environmental Review Records, including determining the appropriate level of review, coordination with interested agencies, and publication of environmental notices to ensure compliance with federal requirements.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 24 years' CDBG project assistance and processing Environmental Review Records

AREAS OF EXPERTISE

- NEPA Compliant Environmental Review Records
- 24 CFR (58) Compliant Reviews
- Integration of mitigation efforts
- Re-evaluations-post-amendment and new project

WORK EXPERIENCE

ENVIRONMENTAL REVIEW RECORDS
HUD-Based CDBG (2000 – Present)
Research source documentation and utilize mapping tools to accurately document site conditions in compliance with NEPA and 24 CFR 58 to ensure projects comply with regulatory and statutory requirements to minimize effects on the human and natural environment.

TEXAS STATE RAILROAD AUTHORITY (TSRA)
Historic Rusk and Palestine Railroad / $11,495,923 (April 2009 – Present)
Responsible for reviewing daily reports to verify hours and payroll and prepare requests for reimbursement of TxDOT-eligible project expenses.

HURRICANE IKE ENVIRONMENTAL SERVICE PROVIDER
Texas General Land Office (August 2009 – December 2015)
Prepared and reviewed environmental review records for over 100 projects to rebuild communities devastated by Hurricane Ike, under the direction of the General Land Office.

EDUCATION/LICENSES/TRAINING

- Certified Administrator - Texas Department of Agriculture, 2000 - Present
- TxDOT Local Gov't Project Procedures (LGPP) Certification, 2016 - Present
- TDA Application and Implementation Workshops, 2000 - Present
- HUD, GLO, and TDA Environmental Workshops, 2000 - Present

Christel Kiker

Housing Specialist



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903-581-0500 ext. 235

E-mail:
christel.kiker@grtraylor.com

PROFILE

Christel joined Traylor & Associates in July 2012. As the firm's Housing Specialist, she has diligently worked with communities to provide grant funded housing options for those in need.

Christel's commitment to helping homeowners secure safe and resilient housing is evidenced by the relationships that she forms, not just with individual property owners, but with the many communities she serves.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 12 years' CDBG and Housing Programs experience

AREAS OF EXPERTISE

- GLO-Disaster Recovery Acquisition, Rehabilitation, and Reconstruction
- TDHCA HOME Program
- Broad and site-specific Environmental Review Records
- Davis-Bacon Labor Compliance
- Compliance with Local, State, and Federal Requirements
- Duplication of Benefits Review

WORK EXPERIENCE

2016 FLOODS - DISASTER RECOVERY HOUSING PROGRAM
Newton County, Texas / $18,035,447 (July 2018 – Present)
Responsible for determining homeowner eligibility, ensuring compliance with environmental requirements, and maintaining accurate financial records for each housing project funded through the Texas General Land Office.

HURRICANE HARVEY CDBG-DR BUYOUT PROGRAM
Orange County, Texas / $2,305,591 (July 2020 – September 2022)
Responsible for case management, tiered environmental reviews, and documenting eligiblity of buyout properties.

HURRICANE HARVEY CDBG-DR LOCAL ACQUISITION PROGRAM
City of Orange, Texas / $3,204,462 (February 2020 – Present)
Ensure compliance with all program requirements, including environmental, financial, and documenting end use meets LMI or LMA requirements.

EDUCATION/LICENSES/TRAINING

- Sam Houston State University - B.S., Psychology with a minor in Business Administration
- TWC and TDHCA Fair Housing Workshops
- HUD Davis-Bacon Compliance Workshops
- TDHCA, GLO, and TDA Environmental Workshops, 2012 - Present
- TDHCA Application and Income Eligibility Workshops, 2012 - Present
- Certified Administrator Texas Dept. of Agriculture, 2012 - Present

Elizabeth Holloway

Administrative Assistant



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elizabeth.holloway@grtraylor.com

PROFILE

Elizabeth has over 15 years of experience administering, auditing, and overseeing governmental grants funded through various agencies including GLO, TDA, TDEM, and FEMA.

Her expertise in the fields of disaster recovery and floodplain management are an essential part of ongoing recovery and resiliency efforts from the devastating storms of the last decade.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 13 years' auditing experience
- 15 years' monitoring, administering, and auditing federal/state grants

AREAS OF EXPERTISE

- Financial recordkeeping and budget reporting
- Application preparation/development
- Large-scale Disaster Recovery projects
- Floodplain Management
- Housing Program intake and Case Management

WORK EXPERIENCE

HOUSING - 2016 FLOODS DISASTER RECOVERY
Newton County, Texas / $18,035,447 (July 2018 – Present)
Provide support to project manager and housing specialist in gathering documentation to determine applicant eligibility, maintain files, and coordinate with contractors.

INFRASTRUCTURE - 2016 FLOODS DISASTER RECOVERY
Newton County, Texas / $10,611,036 (July 2018 – Present)
Assist project manager to achieve program compliance, including maintaining files, preparing draw requests, and reporting.

CDBG-DR FINANCIAL SUPPORT
Various Cities (December 2022 - Present)
Assist project managers to ensure accurate financial recordkeeping by reconciling monthly bank statements, maintaining general ledgers, and preparing draw requests.

EDUCATION/LICENSES/TRAINING

- HUD OIG CDBG-DR Fraud Training
- HUD and GLO Workshops
- TDEM and FEMA Disaster Recovery Trainings
- TFMA Basic Floodplain Management
- Governmental Procurement Training
- Certified Administrator - Texas Department of Agriculture

Rhonda Alford

Housing Compliance Coordinator



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rhonda.alford@grtraylor.com

PROFILE

As an administrative assistant for the Newton County Grants Office, Rhonda worked closely with homeowners to navigate housing programs to provide assistance through FEMA and the Texas General Land Office.

Having witnessed first hand the devastaton caused by flooding, her determination to assist those who have suffered loss and damages is demonstrated in her daily interactions with homeowners.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 5+ years' experience working grant funded programs to provide infrastructure/housing grant options through FEMA and GLO
- 5 years' Case Management experience

AREAS OF EXPERTISE

- FEMA and GLO-Disaster Recovery Programs
- Application intake
- Case Management

WORK EXPERIENCE

HURRICANE HARVEY CDBG-DR BUYOUT PROGRAM
Orange County, Texas / $2,305,591 (July 2020 – September 2022)
Support Housing Specialist by conducting site visits, gathering signed documents, and communicating with homeowners.

HURRICANE HARVEY CDBG-DR BUYOUT PROGRAM
Newton County, Texas / $8,005,224 (December 2019 – Present)
Support Housing Specialist by conducting site visits, verifying homeowner information, and educating applicants on program and eligibility requirements.

HURRICANE HARVEY CDBG-DR BUYOUT PROGRAM
City of Bridge City, Texas / $1,566,004 (January 2020 – Present)
Support Housing Specialist by conducting site visits, gathering signed documents, and communicating with homeowners.

EDUCATION/LICENSES/TRAINING

- Angelina College - Unit Clerk Certification
- National Disaster Preparedness Certification
- FEMA/Emergency Management Institute Certification
- Certified Administrator - Texas Department of Agriculture, 2022
- 2018/2019 LBJ School Training
- Texas A & M Disaster Recovery Training
- HUD OIG CDBG-DR Fraud Training

Keith Tijerina

I.T. Coordinator



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PROFILE

Keith joined Traylor & Associates in April 2015. He has worked in the computer field for over 20 years with an extensive background in network administration.

Keith uses his unique skillset to assist communities in identifying low-to-moderate income areas and other project development needs.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 22+ years' related professional experience

AREAS OF EXPERIENCE

- Development of industry-specific programming and applications
- Systems Analyst
- Data Manipulation and Integration
- Office 365 based software (Sharepoint, Dynamics)

WORK EXPERIENCE

OFFICE 365 BASED PROGRAMMING
(2018 - Present)
Responsible for the development of programming and applications to efficiently and accurately document all aspects of grant administration for our firm, including centralized, real-time tracking of draw requests, workflow and assignment of tasks, creation of web-based templates, application development and review, as well as compliance with state and federal requirements.

DATA MANIPULATION AND INTEGRATION
(2015 - Present)
Combine data from a variety of sources to produce clear and concise charts and projections to aid application development and document community need.

TECHNICAL SUPPORT
(2015 - Present)
Assist staff and clients in the navigation of federal and state portals necessary to ensure compliance with SAM.gov registration, accurate and timely reporting to federal agencies and other tasks as needed.

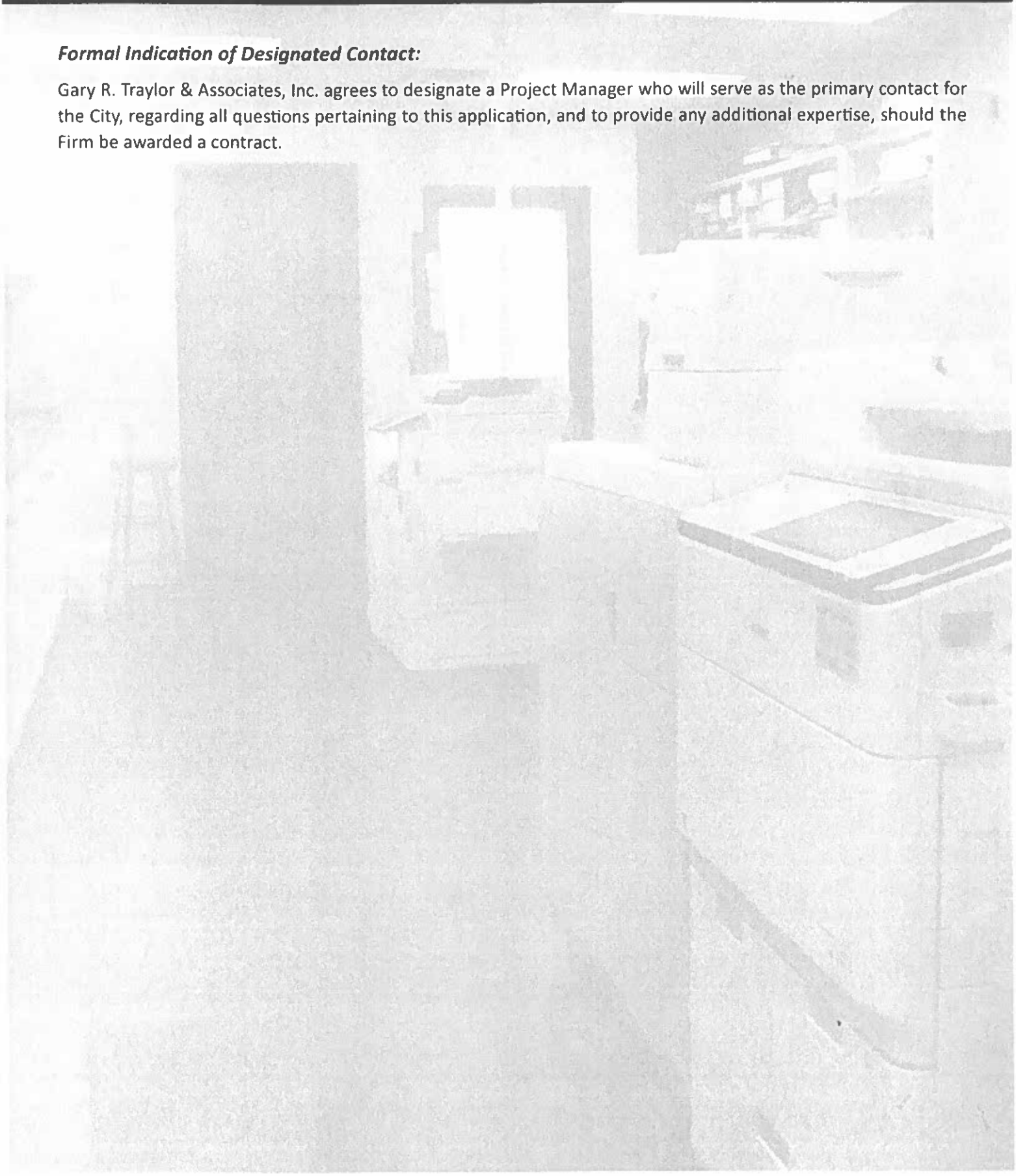
EDUCATION/LICENSES/TRAINING

- Tyler Junior College - Computer Network Administration and Computer Repair
- Self-Education Microsoft Office 365 Software Suite including Microsoft Dynamics and Sharepoint

DESIGNATED CONTACT

Formal Indication of Designated Contact:

Gary R. Traylor & Associates, Inc. agrees to designate a Project Manager who will serve as the primary contact for the City, regarding all questions pertaining to this application, and to provide any additional expertise, should the Firm be awarded a contract.



WORK PLAN

DESCRIPTION OF SCOPE OF WORK

Traylor & Associates is pleased to offer pre- and post-award grant management services that will strengthen the City of Tyler's position to best address the community's public assistance needs. Our contract-related management services will administer and manage the grant requirement and meet all fiduciary responsibilities in a manner that exceeds expectations and reduces the City's risks. Our services are aligned with the City's goal of strengthening its public assistance program. More importantly, our services will address the daily hazards and problems that arise from disaster-related events. Our complete service package is aligned with the City's requirements and our proposed services will bring a comprehensive business process that ensures success, eliminates errors, and lessens liabilities for the City of Tyler in a manner that is professional, open and will accomplish the following:

1. Develop better and more robust grant applications that maximize the impact of available resources.
2. Keep the grant preparation and administration program on track and on budget.
3. Provide a professional team that offers experienced guidance and sound advice to the City of Tyler.
4. Identify risks, create mitigation plans, and reduce liabilities for the City's grant management program Scope of Work.
5. Train and assist staff members who are assigned to the project until all grant programs are successfully closed out.

We have witnessed first-hand the impact of loss on the lives of disaster victims. We have supported our clients as they navigated the complicated processes inherent to a disaster recovery program, and we have helped rebuild resilient communities. We look forward to the opportunity to join forces with the City of Tyler to construct meaningful improvements that ensure the safety of residents, now and in the future.

We are prepared to assign experienced staff and perform all the services necessary to complete and comply with the RFP and future grant requirements as outlined in the Scope of Work. We are prepared to provide services for all eligible activities for which the City of Tyler may qualify.

We take great pride in knowing that we have assisted deserving Texans in achieving steps toward momentous and meaningful recovery. We look forward to effectively implementing a program centered around timely fulfillment of duties while providing a level of customer service that guarantees a straightforward process and ensures compliance with program requirements.

DESCRIPTION OF SCOPE OF WORK

Immediately upon receiving a notification of award, our team will begin to communicate with the City's point of contact, exchange contact information, and establish various means of communication to institute the following administration steps:

Administration Activities

1. Vendor must demonstrate, to the satisfaction of the City of Tyler, that they are able to successfully deliver services of the type and scope set forth in this RFP. Grant writing efforts will include interaction with, but are not limited to, City of Tyler staff and funding agencies.
2. Comprehensive administration of FEMA, TDEM, and other agency programs and projects.
3. Attend meetings with FEMA, TDEM, and other agencies in conjunction with and on behalf of the City of Tyler.
4. Collaborate with local government on project formulation, including assessments; information gathering; project development (define the scope and size of both small and large projects, including cost estimating); and project submittals.
5. Proactively identify opportunities to maximize disaster relief Funding.
6. Provide ongoing guidance to maximize disaster relief funding.
7. Coordinate and manage deliverables with FEMA, TDEM, and other agencies.
8. Assist with FEMA, TDEM, and/or other federal grants quarterly reporting.
9. Generate time extension requests to FEMA, TDEM, and/or other federal grants when necessary so that eligibility is not forfeited.
10. Assist in getting the necessary legal documents for proper filing.
11. Coordinate with local government staff to obtain all costs and necessary backup documentation to develop, revise, and submit reimbursement request(s).
12. Track the status of FEMA, TDEM, and other agency reimbursements and serve as a liaison between FEMA, TDEM/other agencies, and local government.
13. Assist in responding to Requests for Information from FEMA TDEM/other agencies.
14. Assist with the submission of appeals to FEMA, TDEM, and other agencies.
15. Provide detailed and periodic management reports on the status of reimbursements, including developments, revisions, submissions/approvals, open issues, financial overview, etc.
16. Provide Cash Management reports showing the projected schedule for reimbursement requests and the actual status of reimbursements received.
17. Preparing public procurement documentation and providing additional procurement assistance, including but not limited to preparing and writing requests for qualifications, requests for proposals, or other applicable procurements for identified projects that align accordingly, other public assistance projects, and federal and state requirements.
18. Development of a database/electronic system for tracking and managing project worksheets, claims, grant applications, status, and associated information to facilitate effective documentation, management of grant management and funding programs, and information sharing.
19. Developing program guidelines, policies, procedures, implementation plans, or other pertinent documents.

DESCRIPTION OF SCOPE OF WORK

20. Research, development, and prepare grant applications and other applicable public assistance documents.
21. Review data and records for compliance with federal requirements.
22. Advise on the management of the closeout process; and
23. Researching, monitoring, reporting, documenting, managing, analyzing, assessing, designing, and other work related to disaster recovery, disaster planning, disaster mitigation, and public assistance.
24. Administration of sub-recipient grants to other organizations.

RATES, FEES, & EXPENSE SCHEDULE

PROPOSED COST

TYLER FEMA-PA

	PROJECT COST	PRE-AWARD COST	POST-AWARD COST
Up To	$350,000.00	$0.00	$31,500.00
Up To	$375,000.00	$0.00	$33,750.00
Up To	$400,000.00	$0.00	$36,000.00
Up To	$425,000.00	$0.00	$38,250.00
Up To	$450,000.00	$0.00	$40,500.00
Up To	$500,000.00	$0.00	$45,000.00
Up To	$550,000.00	$0.00	$49,500.00
Up To	$600,000.00	$0.00	$54,000.00
Up To	$700,000.00	$0.00	$63,000.00
Up To	$800,000.00	$0.00	$72,000.00
Up To	$900,000.00	$0.00	$81,000.00
Up To	$1,000,000.00	$0.00	$90,000.00
Up To	$1,250,000.00	$0.00	$112,500.00
Up To	$1,500,000.00	$0.00	$135,000.00
Up To	$1,750,000.00	$0.00	$157,500.00
Up To	$2,000,000.00	$0.00	$180,000.00
Up To	$2,500,000.00	$0.00	$225,000.00
Up To	$3,000,000.00	$0.00	$270,000.00
Up To	$3,500,000.00	$0.00	$315,000.00
Up To	$4,000,000.00	$0.00	$360,000.00
Up To	$4,500,000.00	$0.00	$405,000.00
Up To	$5,000,000.00	$0.00	$450,000.00
Up To	$5,500,000.00	$0.00	$495,000.00
Up To	$6,000,000.00	$0.00	$540,000.00

Invoices for services provided under the scope of work will be presented for payment based on the dollar amount of the project reimbursement request submitted to TDEM for payment.

Invoices will be submitted monthly for work performed in the previous month. Invoices will be based on proposed cost minus the FEMA administrative reimbursement rate of 5%. Once approved for payment by FEMA an invoice will be generated for the remainder of the proposed cost.

No additional fees or charges will be invoiced beyond this pricing structure.

SAMPLE AGREEMENT

SAMPLE

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), effective as of the _____ **day of** _____ **2024,** is entered into by and between **the City of** _____ ("Client"), and **Gary R. Traylor & Associates, Inc.** ("Consultant "). For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client;

WHEREAS, Consultant submitted a proposal to Client dated July 3, 2024, to provide Disaster Recovery Grant Management and Consulting Services ("Consultant Proposal"); and,

WHEREAS, Client desires to utilize Consultant's services as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are incorporated herein.

2. **Scope of Work.** Consultant's responsibility under this Agreement is to provide professional/consultation services in the area of Disaster Recovery Grant Management (hereafter "Services"), as more specifically set forth in the Scope of Services detailed in Appendix "A", which is incorporated into and forms part of this Agreement. Consultant shall furnish all reports and deliverables as set forth in Appendix A in accordance with the terms set forth therein (hereafter "Deliverables").

3. **Period of Performance.** The initial period of this Agreement shall be for one (1) year term from the signing of this Agreement and may be renewed for two (2) additional one (1) year(s) periods subject to adjustments of costs and fees to be agreed upon in writing by the Parties.

4. **Beginning Performance.** Consultant shall not begin performance under the Agreement until the Client issues and Consultant accepts a purchase order, work order, or other notification to proceed in writing.

5. **Fees.** In consideration of Services performed hereunder, Client shall pay Consultant in accordance with the rates set forth in Appendix "B", which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement. Invoices are to be sent to the following address:

_____

_____

_____

6. Consultant's Responsibilities. Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

7. Client's Responsibilities. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration, and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment (Hazardous Waste). Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

8. Proprietary Information. Proprietary confidential information ("Proprietary Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing Party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing Party shall provide such identification in writing promptly thereafter. Client acknowledges that City is obligated to comply with the provisions of the Texas Public Information Act as to any request for information deemed Proprietary Information under this paragraph. Except in accordance with the City's obligations pursuant to a public information request under the Texas Public Information Act, Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing Party; or
(3) is required to be released by applicable law or court order. Each Party shall return all Proprietary Information relating to this Agreement to the disclosing Party upon request of the disclosing Party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Paragraph 8.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables shall be the property of the Client. Client shall be responsible for any disclosure of the Deliverables as required by law. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding the foregoing, the Client acknowledges that in the course of its performance under the Agreement the Consultant may use products, materials and methodologies proprietary to the Consultant, and the Client agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the Parties.

10. LIABILITY AND INDEMNIFICATION

10.1 CONSULTANT HEREBY AGREES TO DEFEND, INDEMNIFY AND HOLD CLIENT ("INDEMNIFIED PARTY") HARMLESS FROM AND AGAINST DEMANDS, CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, PENALTIES, FINES AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE FEES OF ATTORNEYS) INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, OR PROPERTY DAMAGE, TO THE EXTENT ARISING OUT OF, RELATING TO OR RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, ITS EMPLOYEES OR SUBCONTRACTORS IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

10.2 CONSEQUENTIAL DAMAGES WAIVER: EACH PARTY EXPRESSLY WAIVES AND RELEASES THE OTHER PARTY AND ITS SUBCONTRACTORS FROM, AND AGAINST, ANY AND ALL PUNITIVE, INDIRECT, SPECIAL, EXEMPLARY AND CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF USE, REGARDLESS OF THE CAUSE OR LEGAL THEORY OF RECOVERY, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY BEING RELEASED.

11. Acceptance. Client shall have five (5) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

12. Payment Terms. Consultant will provide two (2) sets of invoices, separating the hourly rate invoice and the reimbursable expense invoice for each calendar month. Consultant will submit end of month invoice within a reasonable time frame, but no later than 45 days. Payment of any undisputed amount is due 30 days after receipt of each invoice. All invoices shall include information required to comply with the Federal laws, regulations, and policies governing Federal reimbursement of disaster recovery-related expenditures. Invoices are considered accepted by Client unless a written notice explaining rejection of specific charges is provided to Consultant within ten (10) days from date electronically submitted, a service charge equivalent to 1.5% (per month) of invoice amount may be assessed by Consultant and will be paid by Client for invoices unpaid more than 30 days after receipt until such invoice is paid in full. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

13. Not-To-Exceed Amount. For time and material or unit price contracts with a Not-To-Exceed Amount, if at any time Consultant has reason to believe that an increase in such limitation will be necessary, it will give prior notice to that effect and propose a new limitation figure with appropriate supporting data so that Client may, at its sole discretion, increase such limitation by written notice to Consultant. If Consultant does not receive a timely increase of such Not-To-Exceed amount, Consultant is entitled to stop the performance of the work once the Not-To-Exceed Amount has been reached, without any further liability, for any delay in the performance of the work caused by Client delay to increase the Not-To-Exceed Amount Consultant shall be entitled to an equitable adjustment to the price and/or schedule of the Services, including any mobilization or demobilization costs of Consultant, due to Client's failure to provide a timely increase of the Not-To-Exceed amount.

14. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (USD). Where exchange rates are involved, the rate of exchange between USO and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

15. Health & Safety. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, Hazardous Waste, substances or materials and underground utilities.

16. Conflict of Interest. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Proprietary Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

17. Force Majeure. Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the Party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming Party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

18. Notice. Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or Federal Express or OHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

City of _____	Gary R. Traylor & Associates, Inc.
Attention: _____	Attention: President
Address: _____ _____	Address: P.O. Box 7035 Tyler, Texas 75711
Phone: _____	Phone: 903-581-0500
Email: _____	Email : mark.taylor@grtraylor.com

19. Changed Conditions. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities ; or other latent obstruction to the performance of the Services, to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either Party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance,

or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

20. Changes to The Services. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change, upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

21. Governing Law. The validity, enforceability and interpretation of this Agreement will be governed by the laws of the State of Texas, without reference to its rules relating to choice of law to the contrary. Client consents to the exclusive jurisdiction of state and federal courts located in McLennan County, State of Texas, with respect to any claim arising under or by reason of the Agreement.

22. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from i) claims made by Consultant's employees that they are co-employed by Client, ii) Consultant's failure to pay wages to its employees, and iii) Consultant's failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

23. Nonwaiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

24. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

25. Assignment/Subcontracts. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate.

26. Drafting Party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as though drafted by both Parties.

27. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

28. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

29. No Agency. Except as specifically set forth otherwise, it is agreed and understood that

neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

30. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Scope of Work (Appendix A)
3. The Rate Schedule (Appendix B)
4. FEMA Clauses (Appendix C)
5. Task Orders (if applicable)
6. Other Contract Documents

31. Termination. This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, Client shall pay all fees due and expenses incurred for Services rendered through the date of termination.

32. FEMA Clauses; State Certifications. If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with FEMA Clauses set forth in Appendix C. Additionally, Consultant shall not perform any services until it has executed the state certification set forth in Appendix D.

33. Client hereby authorizes Consultant to use its name, logo and/ or trademark without further notice to Client in connection with certain promotional materials that Consultant may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tape, internet website, press releases, and advertising in periodicals. Nothing herein obligates Consultant to use a Client's logo and/or trademark, in any promotional materials of Consultant. Consultant shall include a trademark attribution notice giving notice of the Client's ownership of its trademarks in the marketing materials in which Client's name and logo appear.

34. Entire Agreement. Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Agreement to be effective as of the date set forth above.

City of _____	**Gary R. Traylor & Associates, Inc.**
Name: _____	Name: Mark Taylor
Title: _____	Title: President
Date: _____	Date: _____

APPENDIX A
SCOPE OF WORK

Consultant shall provide the Services as set out in Consultant Proposal dated July 3, 2024, which is attached hereto as Exhibit 1 to Appendix A and is incorporated into and forms part of this Agreement.

APPENDIX C
FEMA CLAUSES

FEDERAL STANDARD TERMS AND CONDITIONS FOR CONTRACTS AND GRANTS

The Parties shall comply with all federal laws and regulations applicable to the receipt of Federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. Client confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

2. Client confirms that it may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.

3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.

    a. Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.

    b. Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as Federal, State, Local regulations, Laws, and Policies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for 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 CFR §5.12.

4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.

    a. Clean Air Act

        (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.

        (ii) Consultant agrees to report each violation to CLIENT and understands and agrees that Client will, in turn, report each violation

as required to assure

notification to the appropriate Federal agency and the appropriate Environmental Protection Agency Regional Office.

(iii) Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal government.

b. Federal Water Pollution Control Act

(i) Consultant 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.

(ii) Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to the Federal government and appropriate Environmental Protection Agency Regional Office.

(iii) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal government."

5. Suspension and Debarment

a. This contract is a covered transaction for purposes of2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant, 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. Consultant 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 Client. If it is later determined that Consultant 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 Client, 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. Compliance with Byrd Anti-Lobbying Amendment

a. Consultant hereby certifies to the best of its knowledge that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, 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.

(ii) 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, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. Consultant 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. 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.

c. 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.

d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant 1mderstands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

7. Procurement of Recovered Materials

a. In the performance of this contract, Consultant 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 website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

8. Access to Records

The following access to records requirements apply to this Agreement:

a. Consultant agrees to provide Client, the Federal 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. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. Consultant agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pe1taining to the work being completed under the contract.

9. Use of DHS Seal

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

10. Compliance with Federal Law

This is an acknowledgement that Federal financial assistance may be used to fund the Agreement only. Consultant will comply will all applicable federal, state or local law, regulations, executive orders, policies, procedures, and directives.

11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement 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

Consultant 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.

WORK ORDER NO._____
STATEMENT OF WORK FOR
DISASTER RECOVERY GRANT MANAGEMENT SERVICES

This Task Order No. ___, Statement of Work for _____ for the _____ ("Task Order") effective as of_____, between
City of Woodway ("Client") and Gary R. Traylor & Associates, Inc ("Consultant").

WHEREAS, this Task Order is in support of the _____ ("Agreement"), dated _____, and attached herein as an exhibit;

WHEREAS, the Client selected the Consultant to provide Services, as defined in the proposal ("Proposal") dated___, and attached herein as an exhibit;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable):
2. Parties mutually agree to add the following specific scope:
3. Parties mutually agree to add the following performance period
4. Parties mutually agree to add the following not to exceed amount:_____
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the date set forth above.

City of _____	**Gary R. Traylor & Associates, Inc.**
Name: _____	Name: _____
Title: _	Title: President
_Date: _____	_Date: _____

EXHIBIT 1
PROPOSAL FOR SPECIFIC WORK QUOTED

IMPLEMENTATION TIMELINE

TIMELINE CDBG-DR GENERAL ADMINISTRATION		
Deliverable	**Major Activity**	**Timeline***
General Administration *Project Manager*	Assist in the development of Standard Operating Procedures to ensure timely compliance with statutory and programmatic requirements Create strategy to work within the existing policies and workflows Act as Point of Contact between the City and agencies Attend project kick-off meeting Provide project management file system to be kept at the City offices	Begin: Immediately upon award Completed within: 30 days
Grant Management *Project Manager, Assistant Project Manager, Specialists, SMEs*	Prepare requests for reimbursement for City to State/Federal agencies Monitor Comptroller website and notify City of release of funds/deposit Provide payment information to the City when funds are received Prepare reconciliation with State/Federal agencies on grant funds	Begin: Immediately upon award Completed within: Ongoing
Procurement *Project Manager, Specialists, SMEs*	Coordinate with Purchasing Agent to solicit bids in accordance with 2 CFR 200 for required services, as applicable Provide bid packets to the City with required federal and program documentation	Begin: Immediately upon award Completed within: 9 months
Financial *Project Manager, Specialists, SMEs*	Establish financial management system Prepare requests for payment from the City to contractors Prepare requests for reimbursement from the City to State Monitor Comptroller website and notify the City of release of funds/deposit Provide payment information to the City when funds are received Prepare reconciliation with State on grant funds	Begin: Immediately upon award Completed within: Ongoing
Reporting *Project Manager, Specialists, SMEs*	Prepare and submit quarterly reports Provide status update to the City staff and officials	Begin: As projects close out Completed within: Ongoing

TIMELINE CDBG-DR GENERAL ADMINISTRATION		
Closeout/Audit *Project Manager, Specialists, SMEs*	Prepare all report and forms required for closeout Participate in any review or audit of grant by FEMA, internal auditors Respond to any monitoring questions or identified deficiencies	Begin: Immediately upon project completion

STATEMENT OF AUTHORIZATION

Traylor & Associates, Incorporated

July 9, 2024

Governmental Consultants & Planners

City of Tyler
304 North Border Avenue
Tyler, Texas 75702

Funding Research

Application Preparation

Grant Management

Government Liaison

Environmental Services

Financial Management

Community Development

Hazard Mitigation Assistance

Disaster Recovery

Economic Development

Housing Programs

RE: Statement of Authorization

To Whom it May Concern:

This letter verifies that both the validity and reliability of any and all information submitted with this application and the prerequisite authority of the designated contact will be able to provide such information.

All information in the application will remain valid, in both terms and conditions, for a period of not less than three (3) calendar months from the date of submission.

Sincerely,

Mark Taylor
President

Serving State & Local Governments Since 1974

TYLER
201 Cambridge Road
P.O. Box 7035
Tyler, Texas 75711-7035
903 • 581• 0500
www.grtraylor.com

Traylor
ASSOCIATES
INCORPORATED

Governmental Consultants & Planners

FMSB
201 Cambridge Road • P.O. Box 7035 • Tyler, Texas 75711-7035
903 581-9500 • www.grtraylor.com

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-5

Date: July 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to award the Request for Proposal for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services to Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor.

Item Reference: **24-025 RFP Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services**

The City of Tyler is seeking approval from the City Council to utilize the services of Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor to provide disaster debris removal, reduction, disposal, and other emergency debris-related services for the City of Tyler.

The City of Tyler requested proposals from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the City of Tyler to eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure the economic recovery of the affected community. Consultants or Providers shall provide disaster recovery technical program management assistance to City of Tyler officials. Work under this proposal will be utilized on an â€œas neededâ€ basis or when notice to proceed is given to the successful proposer(s).

The Consultant or Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agencies, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other federal agencies, and other state relief programs regulations regarding eligibility. A primary and secondary consultant or provider may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. It is the intention of the City of Tyler to select the same primary and secondary consultants or providers.

The initial term of the merchant services agreement shall commence upon the City Council approval date and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

The following items are attached for review.

ATTACHMENTS:

1. 24-025 RFP for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services
2. Crowder Gulf Disaster Recovery & Debris Management Proposal
3. Ceres Environmental Services Proposal

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to award the Request for Proposal for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services to Crowder Gulf Disaster Recovery & Debris Management as the primary and Ceres Environmental Services as a secondary vendor.

Attachments:
24-025 RFP for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris Related Services
Crowder Gulf Disaster Recovery & Debris Management Proposal Part 1
Crowder Gulf Disaster Recovery & Debris Management Proposal Part 2
Crowder Gulf Disaster Recovery & Debris Management Proposal Part 3
Ceres Environmental Services Proposal Part 1
Ceres Environmental Services Proposal Part 2
Ceres Environmental Services Proposal Part 3

Drafted/Recommended By:
Department Leader Sherry Pettit, Purchasing Manager

Edited/Submitted By:
City Manager

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

Telephone: (903) 531-1232

June 26, 2024
DATE MAILED

Proposal No: **24-025**
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: **July 9, 2024**

Addressed To:

Please respond according to the instructions indicated below for the articles described. To be considered, the proposal must be submitted according to the City of Tyler instructions. All items or services called for must be in strict accordance with the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:
1. Keep duplicate copies of the proposal for your files.
2. Federal Excise Taxes are exempted, as well as Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form if unable to provide a proposal.
4. Specify the Trade name or brand in space, if applicable.

Purchasing Manager

Sealed proposals to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until **July 9, 2024,** and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm on **July 9, 2024.**

RFP for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris Related Services

PROPOSAL IDENTIFICATION: The proposal number, closing time, date, and requested item must appear on the outside of the envelope in the lower left-hand corner.

DATA SHEETS: All responders must complete each specification data sheet in the spaces provided on each bid item, as well as all information requested on the price datasheet. The price, data, and specifications sheet are hereby made a part of this proposal.

DELIVERY: Delivery must be stated in your proposal on the data sheet as the number of calendar days from the date of order.

The City of Tyler reserves the right to reject any and/or all proposals, to waive any and/or all formalities, and to award amount, or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period purchase total amount, partial constitutes a binding agreement.

In submitting the above request and attached proposal to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed proposal.

Net 30
INVOICING TERMS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Proposals Must Be Signed

TERMS AND CONDITIONS

Proposals are requested for furnishing the items described herein in accordance with the terms set forth. **ALL PROPOSALS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

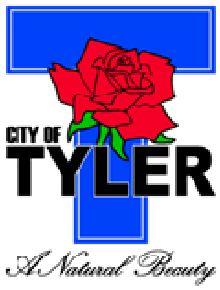
If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:
In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the **CITY.** The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least $1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.



City of Tyler, Texas
Disaster Debris Removal Reduction, Disposal, and other Emergency Debris Related Services RFP Package
(RFP# 24-025)
Tuesday, July 9, 2024

Introduction

The City of Tyler, Texas, is seeking applications for Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris-Related Services. The services provided shall be in accordance with this Request for Proposal (the "RFP").

The initial term of the merchant services agreement shall commence upon the City Council approval date and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

Overview

Request for Application ("RFP"):	Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris-Related Services
RFP#:	**24-025**
Application Deadline:	**Tuesday, July 9, 2024, 2:00 PM CDT**
Submission Location:	City of Tyler Purchasing Department Attn: Sherry Pettit 304 N Border Ave Tyler, Texas 75702
Confirmation of Receipt:	Immediately following the application deadline, applications will be opened, and a list of companies from whom applications were successfully received will be read aloud in the City Council Chambers at 212 N Bonner, City Hall, 2nd Floor, at 2:00 PM CDT.
Application Rejection:	Any applications received after the time and date stated above, regardless of circumstance and regardless of delivery method, will not be considered and will be returned unopened.

Questions

Questions or requests for additional information may be submitted no later than 3:00 PM CDT, **Wednesday, July 3, 2024**. **All inquiries must be submitted in writing; no verbal inquiries will be accepted.** Inquiries resulting in a material reconsideration of the intended scope of the RFP may be subsequently reflected in formal addenda to the RFP.

Contact

Sherry Pettit, Purchasing Manager
City of Tyler, Purchasing Department
304 North Border Ave.
Tyler, Texas, 75702
Email: spettit@tylertexas.com

Applicable Dates

Wednesday, June 26, 2024, RFP Available to Prospective Applicants

Wednesday, June 26, 2024, RFP Advertised

Wednesday, July 3, 2024, RFP Advertised

Wednesday, July 3, 2024, Deadline for Questions or Requests for Additional Information
(3:00 PM CDT)

Tuesday, July 9, 2024, Application Deadline
(2:00 PM CDT)

Wednesday, July 24, 2024, City Council Consideration of Award
(9:00 AM CDT)

Submission of Application

Sealed applications will be accepted until 2:00 PM CDT on **Tuesday, July 9, 2024,** in the City of Tyler, Purchasing Department, Attn: Sherry Pettit, 304 N Border Ave., Tyler, Texas 75702. Application envelopes shall be sealed and conspicuously designated on the front with:

"DO NOT OPEN – RFP# 24-025 Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris Related Services."

Note: Applications received after 2:00 PM CDT on **Tuesday, July 9, 2024,** shall be considered void and returned unopened.

The sealed application submission shall include the following:

1. One original (so marked) and three (3) complete bound copies of the application.
2. One USB portable disk drive containing:
    a. One digital copy of the complete application response, saved as a single Adobe-compatible portable document file (".pdf").
    b. One digital copy of the rates, fees & expenses schedule, saved as a single Microsoft Excel file (".xlsx").

Notices

Conflict of Interested Parties (House Bill 1295)

In accordance with House Bill 1295, for certain contracts entered on or after January 1, 2016, the successful bidder must submit a *Certificate of Interested Parties* (Form 1295) when the signed contract is submitted to the City and before the City can pay any related invoice. This applies to any contract that must be approved by the City Council, so all contracts valued at greater than $50,000 fall under this rule.

The *Certificate of Interested Parties* (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Conflicts of Interest (Texas Local Government Code Chapter 176)

Applicants must comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with City officers and officials. By doing business or seeking to do business with the City, including submitting a response to this RFA, the Applicant acknowledges that it has been notified of the requirements of Chapter 176 of the Texas Local Government Code and is in compliance with them.

Conflict of Interest Questionnaire (Form CIQ) must be completed and turned in with each application: https://www.ethics.state.tx.us/forms/CIQ.pdf

Additional Notices

1. The Applicant shall not offer to, or accept from, gifts or anything of value from, or enter any business arrangement with, any employee, official, or agent of the City.
2. If there is any reason to believe that the applicants are colluding, one or all applications will be rejected.
3. The City of Tyler reserves the right to reject any or all the applications received, to further negotiate final terms and conditions beyond the scope of this RFP, to select, in the City's sole discretion, the most qualified application, to further communicate beyond the scope of this RFA with any Applicant, or to otherwise cancel or amend in part or wholly this RFP.
4. Applications shall be provided with a written commitment to remain valid, in both terms and conditions, for a period of not less than three (3) calendar months from the date of submission.
5. Neither the City, nor any employee, official or agent of the City shall be obligated to provide subsequent, individual communication with any prospective Applicant.
6. Applicants shall delineate which products and services are basic, which are enhancements, and the associated, differing costs thereof. All products and services shall otherwise be included and without additional expense to the City or the City's customers.
7. All charges and fees associated with the Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris-Related Services must be clearly and accurately included in the RFP response. The charges and fees represented in the RFP response shall overrule all previous agreements between the City and the Applicant, as they relate to the accounts and services included herein. The City shall not be obligated by any charges and fees not clearly and accurately presented in the RFP response. Services initiated after consummation of the Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris-Related Services shall carry charges and fees mutually agreed to, in writing, by the City and the Applicant. Regardless of time delay, the Applicant shall refund or credit the City for any erroneous charges and fees not agreed to in writing. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees, rates, and conditions shall be fixed for the entire term, including extensions.
8. Recipients of this RFA are advised that nothing stated herein, or any part thereof, or any communication, shall be construed as constituting, offering, or awarding a contract, representation, or agreement of any kind between the City and any other party, save for a formal written agreement, properly executed by both parties.

9. All responses are subject to release as public information unless the response or specific parts of the response can be shown to be legally exempt from the Texas Public Information Act. Applicants are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of Applicants. If an Applicant believes that a response or parts of a response are confidential, then the Applicant shall so specify. The Applicant shall stamp in bold red letters the term "CONFIDENTIAL" on only that part of the response that the Applicant believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All responses and parts of responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to this RFP shall be opened in a manner that avoids disclosure of the contents to competing Applicants and keeps the responses private during negotiations.

10. The City of Tyler will not be liable for any costs incurred by any Applicant in preparing a submittal in response to this RFP, conducting a presentation, or any other activities related to the application.

11. The City reserves the right to reject all applications and to waive all formalities except at the time of filing.

Basis of Award

The City will award the agreement to the Applicant whose response provides the best value for the City based on all factors that affect the price and performance of the required services, including, but not limited to, compliance with all RFP requirements, delivery, and the City's needs.

The City reserves the right to contact any Applicant at any time prior to the award to clarify, verify, or request information regarding any application. The City reserves the right to waive any formality or irregularity, to make awards to more than one Applicant, or to reject any or all applications.

Part I
General Conditions

1) Notice to Proceed

The City of Tyler shall issue an official written notice to proceed with the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Consultant or Provider's authorized representative is on-site in the City of Tyler, then the written notice to proceed may be hand-delivered. Under no circumstances shall the City of Tyler be liable for any services rendered unless the written notice to proceed has been sent and received by the Consultant or Provider(s). The Consultant or Provider(s) must acknowledge receipt of the written notice to proceed.

2) Changes in Scope of Work

The City of Tyler Coordinator or Assistant City of Tyler Coordinators may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation, must be mutually agreed upon and incorporated by written amendment to the agreement.

3) Drug-Free Workplace

In the interest of job safety and to protect the public, other contractors, and the City of Tyler's employees from the consequences of accidents that are caused by worker abuse of controlled substances on City of Tyler projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free job site.

4) Mobilization

Within 18 hours of notice to proceed from the City of Tyler, the Consultant or Provider will mobilize an Operations Manager to the City of Tyler. The Operations Manager will assist the City of Tyler in planning for

the operation and mobilization of Consultant or Provider personnel and equipment necessary to perform the work. If the Consultant or Provider does not send an Operation's Manager within 18 hours after the notice to proceed by the City of Tyler, the City of Tyler may then go to the next RFP-approved Consultant or Provider for their services instead of using the first Consultant or Provider.

Within 36 hours of notice to proceed from the City of Tyler, the Consultant or Provider shall mobilize equipment and resources in the City of Tyler to begin debris removal operations as directed by the City of Tyler Administrator. As part of the Consultant or Provider's mobilization effort, the Consultant or Provider(s) shall provide an on-site office trailer for the duration of the project or as directed by the City of Tyler.

5) Safety

The Consultant or Provider(s) shall be solely responsible for maintaining safety at all work sites, including the debris management site and debris collection sites. The Consultant or Provider(s) shall take all reasonable steps to ensure safety for both workers and visitors to the debris management site and debris collection sites. Safety at the debris management site and debris collection sites includes traffic control such as traffic cones and flag personnel. The Consultant or Provider(s) will also be solely responsible for ensuring that all OSHA requirements are met, and a safety officer assigned to the project for the duration of this contract.

6) On-Site Project Manager

The Consultant or Provider(s) shall provide an on-site project manager to the City of Tyler. The project manager shall provide a telephone number to the City of Tyler with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City of Tyler Debris Coordinators and/or City of Tyler authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City of Tyler coordination and damage repairs. Frequency of meetings may be adjusted by the City of Tyler Debris Coordinators. The Consultant or Provider(s)' project manager must be available 24 hours a day, or as required by the City of Tyler Debris Coordinators.

7) Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacities.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner that withstands severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the City of Tyler's authorized representatives prior to its use by the Consultant or Provider(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City of Tyler-approved debris management site or a City of Tyler-approved Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Consultant or Provider(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Consultant or Provider(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the City of Tyler Debris Coordinators.

f. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the City of Tyler Debris Coordinators following

the event. All hand-loaded vehicles will receive an automatic 50 percent deduction for lack of compaction.

8) Traffic Control

The Consultant or Provider(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Consultant or Provider(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including the debris management site and debris collection sites. The Consultant or Provider(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Consultant or Provider(s). No further work shall take place until the deficiency is corrected. Neither the City of Tyler Debris Coordinators nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Consultant or Provider for traffic control is an overhead expense contemplated as part of the Consultant or Provider's compensation under the terms and conditions of the scope of services.

9) Rapid Response Crew

Consultant or Provider(s) shall be required to provide the City of Tyler with access to one or more Rapid Response Crews (RRC) as directed by the City of Tyler. The purpose of the Rapid Response Crews is to respond immediately to disaster-related debris piles as directed by the City of Tyler Debris Coordinators or the City of Tyler's authorized representative. The Rapid Response Crews assist in the overall cleanup effort by responding to and collecting disaster-related debris, which the City of Tyler deems a priority for overall City of Tyler recovery.

10) Work Hours

The Consultant or Provider(s) shall conduct debris removal operations generating noise levels above those normally associated with routine traffic flow during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City of Tyler and the Consultant or Provider(s). Unless otherwise directed, the Consultant or Provider must be capable of conducting volumetric reduction operations at the debris management site locations on a 24-hour, 7-day-a-week basis.

11) Time of Completion

The services shall commence upon written notice to proceed from the City of Tyler Coordinator or his designee. For each event in which the contract is activated, the City of Tyler and the Consultant or Provider will develop a project completion date. The project completion date may be revised if mutually agreed upon by the City of Tyler and the Consultant or Provider.

12) Liquidated Damages

Should the Consultant or Provider fail to complete the requirements set forth in this scope of work, the City of Tyler will suffer damage. The amount of damage suffered by the City of Tyler is difficult, if not impossible to determine at this time. Therefore, the Consultant or Provider shall pay the City of Tyler, as liquidated damages, the following:

a. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $5,000.00 per calendar day of delay to mobilize in the City of Tyler with the resources required to begin debris removal operations, within 36 hours of notice to proceed.

b. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $1,000.00 per load of disaster debris collected in the City of Tyler that is not disposed of at a City of Tyler approved debris management site or City of Tyler approved Final Disposal Site. Application of liquidated damaged does not release the Consultant or Provider of all liability associated with hauling and depositing material to an unauthorized location.

c. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $500.00 per incident where the Consultant or Provider fails to repair damages caused by the Consultant or Provider or subcontractor(s). Application of liquidated damages does not release the Consultant or Provider from the responsibility of resolving or repairing damages.

d. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $500.00 per calendar day of delay in completing the project by the agreed-upon completion date.

e. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $500.00 per calendar day of delay to remediate each debris management site to the original condition based on the completion date set forth by the City of Tyler and Consultant or Provider per the debris management site.

f. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $100.00 per incident where the Consultant or Provider fails to provide sufficient documentation to the City of Tyler to support FEMA eligibility of the work performed. Additionally, no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA-eligible disaster.

The amounts specified above are mutually agreed upon as the reasonable and proper amount of damage the City of Tyler should suffer by the Consultant or Provider's failure to complete the requirements set forth in the scope of work.

13) Damages

a. The Consultant or Provider(s) shall repair any damages caused by the Consultant or Provider's equipment in a timely manner at no expense to the City of Tyler. If there is a disagreement between a resident and Consultant or Provider(s) as to the repair of damages, the City of Tyler shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Consultant or Provider's expense. Failure to restore damage to public property or private property to the satisfaction of the City of Tyler will result in the City of Tyler withholding retainage money in an amount sufficient to make necessary repairs.

b. To the extent that the City of Tyler deems the Consultant or Provider(s) negligent in management practices, the City of Tyler may withhold from retainage money or invoice the Consultant or Provider(s) for time and material costs associated with resolving issues or damages related to the Consultant or Provider's work.

14) Existing Utilities

Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be the Consultant or Provider's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e., water and sewer). The Consultant or Provider(s) shall pay all such costs to the utility company for any adjustments.

The City of Tyler may choose either to have the Consultant or Provider(s) make the necessary repairs or have the Consultant or Provider(s) pay all costs incurred to repair damaged utilities caused by the Consultant or Provider, as determined by the affected utility company. The Consultant or Provider(s) shall repair all municipal and privately owned utilities.

15) Debris Site Tower Specifications

The Consultant or Provider(s) shall provide as many towers as designated by the City of Tyler at each dumpsite for the use of the City of Tyler authorized representatives during their inspection of dumping operations. If the ingress and egress of a debris management site are of a significant distance that the City of Tyler or its authorized representative is unable to verify the entering and exiting trucks, then the Consultant or Provider(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level, and extending up 4 feet on all 4 sides. The expense incurred by the Consultant or Provider for the construction of towers is an overhead expense contemplated as part of the Consultant or Provider's compensation under the terms and conditions of the scope of services items 6, 7, and 8.

Care shall be taken to place the tower(s) at a sufficient distance from any reduction/dumping operations. If necessary, the City of Tyler Debris Coordinators may temporarily suspend dumping operations due to unsuitable conditions at the tower.

16) Facilities at The Debris Management Site Locations

The Consultant or Provider(s) shall provide as many portable toilets as designated by the City of Tyler at each dumpsite for the use of the City of Tyler's authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to the start of any dumping operations and kept in a sanitary condition by the Consultant or Provider(s) throughout the duration of dumping operations. The expense incurred by the Consultant or Provider(s) for the operation of portable toilets is an overhead expense contemplated as part of the Consultant or Provider's compensation under the terms and conditions of the scope of services items 6, 7, and 8.

17) Ownership of Debris

All debris residing in the City of Tyler and the City of Tyler provided the debris management site, shall be the property of the City of Tyler until final disposal at a properly permitted disposal site.

18) Environmental Protection

All fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Consultant or Provider(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

Consultant or Provider(s) and subcontractors shall not perform maintenance on over-the-road equipment at the debris management sites. Maintenance of equipment that typically remains at the debris management sites (e.g., track hoes, front-end loaders, grinders, etc.) may be conducted at the TDMS, provided best management practices are followed, and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

The Consultant or Provider(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City of Tyler Debris Coordinators. The Consultant or Provider(s) shall comply in a timely manner with all directions of the City of Tyler Debris Coordinators regarding the use of a water truck or other approved dust abatement measures.

The Consultant or Provider(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

The Consultant or Provider(s) shall immediately report and document all incidents to the City of Tyler Debris Coordinators or the authorized representative that affect the environmental quality of the debris management site such as, but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.

The Consultant or Provider must notify the City of Tyler regarding any fluid or chemical spillage so that the City of Tyler or its authorized representative can review and approve the clean-up.

19) Documentation and Measurement

The Consultant or Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities are certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

All Consultant or Provider(s) trucks used for collection and hauling of debris from the City of Tyler ROW to City of Tyler approved debris management sites or City of Tyler approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City of Tyler or City of Tyler -authorized representative. The Consultant or Provider shall provide a representative to attest to the certification/measuring process. It is the Consultant or Provider's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of Tyler of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Consultant or Provider name, assigned truck number, and other pertinent information, as determined by the City of Tyler Debris Coordinators. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City of Tyler authorized representative each time it returns to work from other contracts or communities.

The Consultant or Provider(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

Load tickets will be provided by the City of Tyler or its authorized representative to record volumes of debris removal. Unit rate tickets will be provided by the City of Tyler or its authorized representative for documenting unit rate services, such as hangers or leaning tree removal. Only tickets designated and approved by the City of Tyler will be authorized for use.

Each ticket shall be used to document the location where the disaster-related debris was collected (i.e., street address) and the amount picked up, hauled, reduced, and disposed of. Consultant or Provider(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement, and City of Tyler authorized representative name and signature. No payment will be made by the City of Tyler for incomplete load or unit rate tickets submitted for payment.

Load tickets will be issued by an authorized representative of the City of Tyler at the collection site. The City of Tyler authorized representative will complete the applicable portion of the load ticket and provide the load ticket to the vehicle operator. Upon arrival at the debris management site or the City of Tyler approved Final Disposal Site, the vehicle operator will present the load ticket to the City of Tyler authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City of Tyler authorized representative present at the debris management site or the City of Tyler approved Final Disposal Site. The City of Tyler authorized representative will validate, enter the estimated debris quantity, and sign the load ticket.

Loads of processed (e.g., chipped) debris being hauled from a debris management site to a City of Tyler-approved Final Disposal Site will follow the same load ticket procedures. A City of Tyler authorized representative will initiate the load ticket at the TDMS. Another City of Tyler authorized representative will validate and sign the ticket at the City of Tyler approved Final Disposal Site.

The Consultant or Provider(s) shall give written notice of the location for work scheduled 24 hours in advance.

20) Payment

The City of Tyler, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Consultant or Provider(s) will be provided with copies of this documentation. These documents will be used by the Consultant or Provider as backup data for invoice submittals. Work not ticketed or not authorized by the City of Tyler will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacities, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the City of Tyler be responsible for unpaid incomplete tickets.

Private property debris removal operations will be invoiced separately from ROW collection operations. The City of Tyler reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW), etc.) and program (ROW collection, private property debris removal, etc.).

Invoices shall be submitted to the City of Tyler's authorized representative on a bi-weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Contact information to send email electronic invoices will be provided at the time of event.

The invoice detail must consist of a tabular report listing all ticket information required by the City of Tyler. Invoice detail submittals will be checked against City of Tyler records. City of Tyler records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the City of Tyler's authorized representative to the City of Tyler for payment.

A 5 percent retainage will be withheld from each reconciled invoice until the end of the project. To recover the retainage, the Consultant or Provider(s) must successfully complete and receive a letter of completion from the City of Tyler, for

all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City of Tyler to repair damages caused by the Consultant or Provider(s) to public or private property.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris removed in the contract.

The Consultant or Provider is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Consultant or Provider shall execute release waivers with all subcontractors to release the City of Tyler from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City of Tyler prior to final retainage release.

Payment for disposal cost incurred by the Consultant or Provider(s) at the City of Tyler approved Final Disposal Sites will be made at the cost incurred by the Consultant or Provider. The Consultant or Provider(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City of Tyler approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City of Tyler approved Final Disposal Site, and proof of Consultant or Provider payment to the City of Tyler approved Final Disposal Site.

Consultant or Provider(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City of Tyler Debris Coordinators. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Consultant or Provider's final invoice.

When this contract is activated for an event funded by state or federal funds, the Consultant or Provider will comply with all requirements of the state or federal government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or federal funds, the City of Tyler will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA), unless the City of Tyler otherwise agrees in writing.

The Consultant or Provider will retain all records pertaining to the services and the contract for these services and make them available to the City of Tyler for a period of seven years following receipt of final payment for the services referenced herein.

21) Regulation 41 C.F.R. Park 60-1.4(b)

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractors 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.
2. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he as 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.
4. 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.
5. 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 the administering agency and the Secretary of Labor to access his books, records, and accounts for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this 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 the 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.

7. 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.

22) Davis Bacon Act and Copeland Anti-Kickback Act

1. 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.

2. 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 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 these contract clauses.

3. 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."

23) Contract Work Hours and Safety Standards Act

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency of 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 amounts of money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

24) Clean Air Act and the Federal Water Pollution Control Act

The following provides a contract clause concerning compliance for contracts of amounts more than $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (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.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (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.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

25) Suspension and Debarment

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

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and

must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. 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.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26) 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, _____, 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.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

27) Procurement of Recovered Materials

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

> (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—
>
> > (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
> >
> > (b) Meeting contract performance requirements; or
> >
> > (c) At a reasonable price.
>
> (B) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

28) Access to Records

The following access to records requirements apply to this contract:

1. 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.

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

3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

29) Compliance with Federal Law, Regulations, and Executive Orders

All non-Federal entities must place into their contracts an acknowledgment that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures, and directives. See Standard Form 424D, ¶ 19; Chapter IV, ¶ 10.b.v; Appendix C, ¶ 3.

30) No Obligation by the Federal Government

The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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.

31) Program Fraud and False or Fraudulent Statements or Related Acts

The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

32) Escalation

Price re-determination shall only be considered by the City of Tyler 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.: Insurance Coverage rates, etc.). The City of Tyler reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the City of Tyler.

33) Texas House Bill 89, which went into effect on 9-1-17, forbids Texas government entities from contracting with any company that excludes or boycotts Israel. Also, Senate Bill 252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan, or foreign terrorist organizations. If your company falls into either of these new state laws, please disclose this in your bid response and provide details of which law your company falls under. Also, the vendor who wins a bid award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. If you do not disclose this with your bid proposal, the city will assume you will comply with this requirement. If you need to provide the city any detail regarding these new laws, please attach details as needed. Please sign below as verification that your company is not excluded from contracting with the City of Tyler by either Texas law.

SPECIAL CONDITIONS

1. **The Insurance Requirement Affidavit should be submitted as part of the proposal. This form is simply a confirmation from your insurance company that you will be able to provide the insurance requirements should you be the chosen company.**

2. **The Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award. Cancellation Policy must read as follows:**

   "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail a 30 day written notice to the certificate holder named to the left."

3. **By signing the proposal sheet, the representative has read and understands all plans, specifications, and general design standards involved with this project.**

4. **Payment, and Performance bonds will be required of the winning vendor, so please factor those costs into your bid response. The city will require that you use the standard city forms for these three bonds, and copies are included in this bid package.**

5. **All responders must submit a Bid Bond on the city form based on 5% of your bid total.**

Part II

A. GENERAL INFORMATION

1. SCOPE

The City of Tyler is seeking to issue a single RFP for services. The City of Tyler is requesting proposals from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the City of Tyler to eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure the economic recovery of the affected community. Consultants or Providers shall provide disaster recovery technical program management assistance to City of Tyler officials. Work under this proposal will be utilized on an "as needed" basis or when notice to proceed is given to the successful proposer(s).

The Consultant or Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agencies, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other federal agencies, and other state relief programs regulations regarding eligibility. A primary, secondary, and tertiary Consultant or Provider may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. It is the intention of the City of Tyler to select the same primary, secondary, and tertiary Consultant or Providers.

Creativity is encouraged to provide a highly desired solution to the City of Tyler's needs as stated in the specifications. The City of Tyler desires to generate a revenue stream from the services provided through either a rental fee, commission on sales, or other arrangements.

Whatever method of pricing structure you choose should be explained in detail in the proposal and will ultimately become part of any contract awarded to your firm. The pricing shall be stated in such a manner so that it is easily understood and that the City of Tyler can reconcile a future invoice against the price proposal included in the awarded contract.

Services must be performed to the standards set by these specifications or payment requests will be rejected. All costs anticipated by the contractor(s) for which he (they) shall seek reimbursement MUST be included in the pricing stated in their proposal. This includes any delivery, fuel surcharge or other miscellaneous charges.

2. PRE-PROPOSAL CONFERENCE

None.

3. INQUIRIES

All questions regarding this solicitation shall be submitted to the City of Tyler Purchasing Manager through email @ **spettit@tylertexas.com**

4. STATEMENT OF QUALIFICATIONS

A statement of the qualifications and references of the Consultant or Provider must be submitted by completing the questionnaire provided herein. The City of Tyler may make investigations as necessary to determine the ability of the Consultant or Provider to perform the work. The City of Tyler reserves the right to reject any proposal unless evidence substantiates that the Consultant or Provider is properly qualified to carry out contractual obligations. Proposals will be considered only from qualified Consultants or Providers.

Consultants or Providers, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute and that they are fully prepared with the necessary capital, machinery, and material to begin the work promptly and to conduct it as required by these specifications.

5. LIST OF SUBCONTRACTORS

A list of subcontractors of the Consultant or Provider may be requested by the City of Tyler at any time during the project.

It is expressly understood that the City of Tyler has the right to disallow the use of any subcontractor.

6. STATEMENT OF FINANCIAL CONDITION

Upon request, a statement of the financial condition of the Consultant or Provider, as reflected by the most recently prepared financial statement, shall be submitted to the City of Tyler. Statements of Financial Condition may be considered public records unless marked "CONFIDENTIAL."

7. TERM OF CONTRACT

The initial term of the merchant services agreement shall commence upon the City Council approval date and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

The City of Tyler reserves the right to terminate its contract with the contractor at any time during the term of the contract, without cause, with a written thirty (30) notice to terminate and pay the contractor for work performed to date.

8. ESTIMATED QUANTITY/EXPENDITURES

The City of Tyler does not guarantee the amount of business that will be incurred by the contractor under any resulting agreement. For historical purposes, the City of Tyler has no estimate of future or past usage of a similar nature.

9. CITY OF TYLER FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the City of Tyler except as stated in this Request for Proposals.

10. PREPARATION OF PROPOSALS

Consultant or Providers are expected to examine this Request for Proposals in its entirety. Failure to do so will be at the Consultant or Provider's risk. Time, if stated as a number of days, are calendar days.

Proposals submitted MUST include, complete in their entirety, the forms and questionnaire at the front of this Request for Proposals, or they will not be considered responsive proposals.

Upon request, each Consultant or Provider shall submit any additional information required to evaluate a proposal, including information on subcontractors, within the requested time frame.

11. SUBMISSION OF PROPOSALS

In order to be considered, the submittal must contain the questionnaire (all pages preceding the section titled INSTRUCTIONS) and a detailed proposal. All submittals must be delivered before the proposal opening deadline.

12. RANKING AND SELECTION

Each proposal will be evaluated after the opening date. The evaluation criteria used for ranking is as follows:

Experience	25 points
Ability to Perform the Work	25 points
Cost	20 points
Safety Record	20 points
Other Contractual Obligations	10 points

The proposal with the highest overall score will be considered the highest ranked proposal and will be considered first for selection of any award.

13. PROPOSAL ACCEPTANCE PERIOD

It is the intent of the City of Tyler to award a contract if any be awarded, within ninety (90) calendar days after the deadline specified for receipt of proposals.

14. AWARD OF CONTRACT

Once proposals have been submitted, a committee will review the proposals, score them, and rank them to determine which are reasonably qualified for consideration. The City of Tyler may conduct interviews with the Consultant or Provider(s) whom the City of Tyler determines to be reasonably qualified for the award of the contract. To obtain the best offers, the City of Tyler may allow the submission of revisions after proposals are submitted and before the award of the contract. All Consultants or Providers will be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

The City of Tyler reserves the right to reject any or all proposals and to waive informalities and minor irregularities in the proposal received.

The City of Tyler may accept any item or group of items of any proposal unless the Consultant or Provider qualifies his proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for any quantities less than those specified, and the City of Tyler reserves the right to make an award on any item for a quantity less than the quantity offered at the unit prices proposal unless the Consultant or Provider specifies otherwise in his proposal.

A written award, by acceptance of proposal or issuance of a purchase order furnished to the successful Consultant or Provider, within the time for acceptance specified in the proposal shall be deemed to result in a binding contract without further action by either party.

15. ESCALATION

Prices awarded under this proposal may not be changed. However, should unforeseen circumstances occur that will cause the awarded contractor to request an increase, the request must be submitted to the Purchasing Manager in the affected municipality in writing. The contractor must include with the request the appropriate contract number and documentation from the manufacturer and/or published price sheets to support the request. All price increases must be based upon product cost ONLY, and documentation of the price increase is required. Awarded proposal prices must be held firm for one year from the date of the contract, after which an escalator can be invoked. Prices can only escalate 25% over the firm proposal price over the life of the contract. A request must be made 30 days in advance of the effective date of the increase. The City of Tyler reserves the right to accept or reject the request.

Consequently, any decrease in price shall be passed onto the City of Tyler as well. Vendors are obligated to treat price decreases equally to price increases during the contract's tenure.

16. DISQUALIFICATION OF OFFERER(S)

Any Consultant or Provider (s) may be disqualified, and their proposal not considered for award if:

- Reasonable grounds exist for believing that collusion exists among Consultants or Providers.
- Reasonable grounds exist for believing that a Consultant or Provider has an interest in more than one proposal for the contract contemplated.
- The Consultant or Provider is a party to any litigation against the City of Tyler.
- The Consultant or Provider is delinquent in the performance of an existing contract or has defaulted on a previous contract with the City of Tyler or with another party for the same or similar kinds of work.
- Reasonable grounds exist for believing that the Consultant or Provider lacks competency or capacities to satisfactorily and timely perform based on the Consultant or Provider's financial statement, experience, equipment, existing contractual commitment, etc.

- The Consultant or Provider, as an individual or member of a partnership, is an elected official or employee of the City of Tyler.

- For any other reason for which is determined that the proposal is not in the best interests of the City of Tyler.

17. REJECTION OF PROPOSALS

The City of Tyler may reject any and all proposals whenever it is deemed in the best interest of the City of Tyler to do so.

In the event that a Consultant or Provider is or subsequently becomes delinquent in the payment of his or its City of Tyler taxes, or state and local sales tax, such fact shall constitute grounds for rejection of the proposal, or if awarded the proposal, for cancellation of the contract. The City of Tyler reserves the right to deduct any delinquent taxes from payments due Consultant or Provider as a result of such contract.

18. WITHDRAWAL OF PROPOSALS

A Consultant or Provider may withdraw his Proposal before the time of the proposal opening specified in the Request for Proposals, without prejudice to himself, by submitting a written request for its withdrawal, provided the request is received prior to the time of the proposal opening. Proposals may not be withdrawn after the time set for the proposal opening.

19. PROPOSAL AWARD

After award by the individual City of Tyler Councils, a contract shall be executed, and all required documentation provided before a notice to proceed will be given by the City of Tyler.

SOLICITATION SCHEDULE:

Opening Date for Proposal Responses	July 9, 2024
Proposal Evaluation & Negotiations:	July 9, 2024
Award by City of Tyler Council(s)	July 24, 2024

Note: With the exception of the time and date to open RFPs, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

B. Background

The City of Tyler is a legal entity. The City of Tyler is seeking to issue a single RFP for services. The City of Tyler is requesting proposals from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the City of Tyler in order to eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure the economic recovery of the affected community. Consultants or Providers shall provide disaster recovery technical program management assistance to City of Tyler officials. Work under this proposal will be utilized on an "as needed" basis or when notice to proceed is given to the successful proposer(s). The Consultant or Provider will enter into an individual contract with the City of Tyler and will be activated by the City of Tyler when needing assistance. The RFP is to ensure that the Consultant or Provider has the capability to respond to the City of Tyler at once, if necessary.

The Consultant or Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agency, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, other federal agencies, and other state relief programs regulations regarding eligibility. A primary, secondary, and tertiary Consultant or Provider may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes.

1. **Annual Coordination Meeting**
   The successful Consultant or Provider(s) may be asked to attend an annual coordination meeting with the City of Tyler at no additional cost to the City of Tyler.

2. **Description of Designated Areas**
   A. The designated area for debris removal (the City of Tyler right-of-way) is comprised of the incorporated areas for the City of Tyler and includes public property and Right-of-Way (ROW), City of Tyler parks and City of Tyler debris staging areas within the City of Tyler *may* include private segments within the jurisdictional boundaries of the City of Tyler. The City of Tyler Debris Coordinators may also authorize the Consultant or Provider to perform debris removal on non-City of Tyler roadways or other areas, as directed in writing.

   B. The individual City of Tyler Debris Coordinators will authorize and approve which services the Consultant or Provider shall provide from the scope of services and which zones/areas must be prioritized.

   C. All debris identified by the City of Tyler Debris Coordinators shall be removed. The number of complete passes the Consultant or Provider shall conduct through the City of Tyler is at the discretion of the City of Tyler Debris Coordinators. Partial removal of debris piles is strictly prohibited. The Consultant or Provider shall not move from one designated work area to another designated work area without prior approval from the City of Tyler or its authorized representative. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris that lies within the ROW shall be removed. The Consultant or Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the City of Tyler Debris Coordinators in writing.

      Loose leaves and small debris shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than three inches in any dimension shall be left at the point of collection.

   D. Consultant or Provider shall deliver all disaster-related debris to the City of Tyler approved Temporary Debris Management Site (TDMS), or the City of Tyler approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

   E. All Final Disposal Sites must be approved, in writing, by the City of Tyler Debris Coordinators. The Consultant or

Provider will be responsible for the handling, reduction and final haul-out and disposal of all reduced unreduced debris. TDMS operations and remediation must comply with all local, state, and federal safety and environmental standards. The Consultant or Provider reduction, handling, disposal, and remediation methods must be approved in writing, by the City of Tyler Debris Coordinators.

F. Payment for disposal costs such as tipping fees incurred by the Consultant or Provider at a City of Tyler-approved Final Disposal Site that meets local, state, and federal regulations for disposal will be reimbursed by the City of Tyler as a pass-through cost. Prior to reimbursement by the City of Tyler, the Consultant or Provider must furnish electronic format scale/weight ticket numbers with load ticket or haul out ticket numbers and other applicable information. The Consultant or Provider will also be required to provide proof of Consultant or Provider payment to the City of Tyler approved Final Disposal Site.

G. The Consultant or Provider shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies or of any public utilities.

H. The City of Tyler reserves the right to inspect the TDMS, verify quantities, and review operations at any time.

3. Temporary Debris Management Sites

The Consultant or Provider is responsible for providing a sufficient number of TDMS to support the event in which the contract is activated. The proposed TDMS must be approved by the City of Tyler. Depending on the event, the City of Tyler may provide the Consultant or Provider with TDMS locations within the City of Tyler. The cost associated with acquiring, preparing, leasing, renting, operating, and remediating land used as TDMS in the City of Tyler is a cost borne by the Consultant or Provider and compensated based on the Consultant or Provider's bid for site management and reduction of debris.

The Consultant or Provider will prepare and maintain the TDMS facility(ies) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:

- Maintaining the TDMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including the provision of crushed concrete for any roads that require stabilization for ingress and egress.
- Ensuring only Consultant or Provider vehicles and others specifically authorized by the City of Tyler will be allowed to use the TDMS.
- Providing TDMS utilities, which include but are not limited to water, lighting, and portable toilets.
- Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.
- Providing TDMS dust and erosion control, which includes, but is not limited to, an operational water truck, silt fencing, and other best management practices.
- Providing TDMS fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- Providing 24-hour site security for each TDMS.
- Restoring the site to its original condition prior to site use. Site remediation includes returning the original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have to be demolished at the City of Tyler's direction.

The City of Tyler may also establish designated homeowner drop-off sites. The Consultant or Provider will be responsible for removing all debris from those sites daily.

The Consultant or Provider's Operations Manager will assign a Foreman to each TDMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The TDMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Consultant or Provider's Operation Manager, who will, in turn, provide this information to the City of Tyler. These daily reports must meet the requirements of

FEMA or other reimbursement and regulatory governmental agencies.

The Consultant or Provider will be responsible for returning all utilized TDMS to their original condition prior to site use. TDMS remediation will include but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. TDMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. TDMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use; new sod or seeding must meet standards for the intended use.

C. Scope of Services

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City of Tyler Debris Coordinators. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Consultant or Provider) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 - Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City of Tyler Debris Coordinators. Eligibility also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during a debris removal project. The definition of "eligible" applies to all uses throughout Scope of Services items 1 through 16. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City of Tyler approved TDMS or City of Tyler approved Final Disposal Site(s); 4) reducing disaster-related debris; 5) hauling reduced debris to a City of Tyler approved Final Disposal Site, and 6) disposing of reduced debris at a City of Tyler approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Consultant or Provider by the City of Tyler Debris Coordinators. It shall be the Consultant or Provider's responsibility to load, transport, reduce, and properly dispose of any and all disaster-generated debris that is the result of the event under which the Consultant or Provider was issued notice to proceed, unless otherwise directed by the City of Tyler Debris Coordinators, in writing.

City of Tyler personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The City of Tyler intends to perform debris clearance for access within its own forces or under existing contracts between the City of Tyler and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Consultant or Provider may be directed to perform them.

After activation of the contract and after a preliminary damage assessment, the City of Tyler and the Consultant or Provider, together, will establish a schedule of events depending on the severity of the disaster surrounding the City of Tyler. This schedule of events shall include the dates for the:

- Last pass of the removal of public and/or private vegetative debris
- Last pass of the removal of construction and demolition debris

These last pass dates shall be very important to both the City of Tyler and the Consultant or Provider because of the liquidated damages that may be implemented, if the Consultant or Provider does not meet these dates.

Scope of services under this contract includes, but is not limited to:

1. Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from City of Tyler roadways, to make them passable immediately following a declared disaster. All roadways designated by the City of Tyler Debris Coordinators shall be clear and passable within 70 working hours of the Notice to Proceed from the City of Tyler to conduct emergency roadway clearance work. The City of Tyler may choose to extend the Consultant or Provider's 70-hour limit through a written request. This may include roadways in the City of

Tyler or other governmental agencies under the legal responsibility of the City of Tyler. Clearance of these roadways will be performed as identified by the City of Tyler Debris Coordinators. The Consultant or Provider shall assist the City of Tyler and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Attachment 2 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the City of Tyler ROW to a City of Tyler-approved TDMS or a City of Tyler approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, vegetative debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of vegetative debris existing in the City of Tyler will be performed as identified by the City of Tyler Debris Coordinators.

c. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler-approved TDMS or a City of Tyler-approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City of Tyler or its authorized representative.

e. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City of Tyler or its authorized representative. The City of Tyler will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Consultant or Provider must provide traffic control as conditions require or as directed by the City of Tyler Debris Coordinators.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the City of Tyler ROW to a City of Tyler-approved TDMS or City of Tyler approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, C&D debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of C&D debris existing in the City of Tyler ROW will be performed as identified by the City of Tyler Debris Coordinators.

c. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler-approved TDMS or a City of Tyler-approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City of Tyler or its authorized representative.

e. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the City of Tyler or its authorized representative. The City of Tyler will provide specific ROE legal and operational procedures.

f. The Consultant or Provider must provide traffic control as conditions require or directed by the City of Tyler Debris Coordinators.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of Non-Regulated Asbestos asbestos-containing material (Non-RACM) structures on private property within the jurisdictional limits of the City of Tyler. Under this service, work will not include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation, as the City of Tyler currently has a local contract in place for asbestos remediation and abatement. Further, debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to a City of Tyler-approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the City of Tyler for direction regarding decommissioning.

c. Removal and transportation of non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City of Tyler Debris Coordinators.

d. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler-approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City of Tyler or its authorized representative. The City of Tyler will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

f. The Consultant or Provider is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of RACM structures on private property within the jurisdictional limits of the City of Tyler. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a City of Tyler-approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from an RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the City of Tyler for direction regarding decommissioning.

c. Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City of Tyler Debris Coordinators.

d. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler -approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City of Tyler or its authorized representative. The City of Tyler will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Consultant or Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. TDMS Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by the City of Tyler Debris Coordinators prior to commencement of reduction activities. The TDMS layout and ingress and egress plan must be approved by the City of Tyler Debris Coordinators.

a. The management of TDMS includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and TCEQ. The Consultant or Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. The Consultant or Provider is responsible for operating the TDMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and TCEQ guidelines.

c. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

d. All unreduced storm debris must be staged separately from reduced debris at the TDMS.

e. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities, such as water, lighting, and portable toilets.

f. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control, such as, but not limited to, traffic cones and staff with traffic flags.

g. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust and erosion control, such as, but not limited to, an operational water truck, silt fencing, and other best management practices (BMPs).

h. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection, such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

i. The Consultant or Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants that may be mixed with disaster debris. The Consultant or Provider is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage, and Disposal Facility (TSDF), as requested by the City of Tyler. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in this scope of services item 13.

j. The Consultant or Provider is responsible for providing 24-hour TDMS security.

k. The Consultant or Provider will only permit the Consultant or Provider vehicles and others specifically authorized by the City of Tyler or its authorized representative on site(s).

l. The Consultant or Provider shall provide a tower(s) from which the City of Tyler or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will, at a minimum, meet the specifications provided in the Technical Specifications of this RFP (See page 44, Debris Site Tower Specifications).

Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City of Tyler's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use; new sod or seeding must meet standards for the intended use. Site remediation will also

include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City of Tyler and TCEQ.

7. TDMS Management, Operations, and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging, and reduction through an Air Curtain Incinerator (ACI) of disaster-related debris. ACI reduction must be approved by the City of Tyler Debris Coordinators, Division of Forestry, TCEQ, and any other applicable regulatory agencies as required prior to the commencement of reduction activities. TDMS layout and ingress and egress plan must be approved by the City of Tyler Debris Coordinators.

a. TDMS management includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to, EPA and TCEQ. The Consultant or Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. The Consultant or Provider is responsible for operating the TDMS in accordance with OSHA, EPA, and TCEQ guidelines.

c. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW), etc.), program (ROW collection, private property debris removal, etc.), and applicant(s).

d. All unreduced storm debris must be staged separately from reduced debris at the TDMS.

e. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities, such as water, lighting, and portable toilets.

f. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control, such as, but not limited to, traffic cones and staff with traffic flags.

g. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust and erosion control, such as, but not limited to, an operational water truck, silt fencing, and other BMPs.

h. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection, such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

i. The Consultant or Provider is responsible for providing 24-hour TDMS security and fire watch.

j. The Consultant or Provider will only permit the Consultant or Provider vehicles and others specifically authorized by the City of Tyler or its authorized representative on site(s).

k. The Consultant or Provider shall provide a tower(s) from which the City of Tyler or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will, at a minimum, meet the specifications provided in the Technical Specifications of this RFP (See pages 44 Debris Site Tower Specifications).

l. The Consultant or Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City of Tyler's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use; new sod or seeding must meet standards for the intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City of Tyler and TCEQ.

8. TDMS Management, Operations and Reduction Through Controlled Open Burning

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging, and reduction through controlled open-air burning of disaster-related debris. Controlled open-air burning must be approved by the City of Tyler Debris Coordinators, City of Tyler Fire Marshal, Texas Forest Service, TCEQ, and any other applicable regulatory agencies as required prior to the commencement of reduction activities. TDMS layout and ingress and egress plan must be approved by the City of Tyler Debris Coordinators.

a. The management of TDMS includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to, EPA and TCEQ. The Consultant or Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. The Consultant or Provider is responsible for operating the TDMS in accordance with OSHA, EPA, and TCEQ guidelines.

c. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW), etc.), program (ROW collection, private property debris removal, etc.), and applicant(s).

d. All unreduced storm debris must be staged separately from reduced debris at the TDMS.

e. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities, such as water, lighting, and portable toilets.

f. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control, such as, but not limited to, traffic cones and staff with traffic flags.

g. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust and erosion control, such as, but not limited to, an operational water truck, silt fencing, and other BMPs.

h. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection, such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

i. The Consultant or Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Consultant or Provider is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City of Tyler. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from TDMS locations, is a cost reflected in this scope of services item 13. Depending on the volume of HHW per TDMS location, the City of Tyler may choose to collect and dispose of HHW segregated from disaster debris at TDMS locations.

j. The Consultant or Provider is responsible for providing 24-hour TDMS security and fire watch.

k. The Consultant or Provider will only permit the Consultant or Provider vehicles and others specifically authorized by the City of Tyler or its authorized representative on site(s).

l. The Consultant or Provider shall provide a tower(s) from which the City of Tyler or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will, at a minimum, meet the specifications provided in the Technical Specifications of this RFP (See pages 42, Debris Site Tower Specifications).

m. The Consultant or Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other VOCs as deemed necessary based on TDMS operations.

n. Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City of Tyler's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must

meet standards for the intended use; new sod or seeding must meet standards for the intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City of Tyler and TCEQ.

9. Haul-Out of Reduced Debris to a City of Tyler Approved Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced material such as ash, compacted C&D, or mulch existing at a City of Tyler approved TDMS to a City of Tyler approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Consultant or Provider shall not receive any payment from the City of Tyler for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City of Tyler approved Final Disposal Site.

10. Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the City of Tyler ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the City of Tyler ROW will be placed in the safest possible location on the City of Tyler ROW and subsequently removed in accordance with the scope of services, item 2, under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded, and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City of Tyler will not compensate the Consultant or Provider for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City of Tyler ROW, then the Consultant or Provider must load the resulting debris as hazardous leaning trees or hazardous hanging limbs as they are removed.

a. Hazardous trees will be identified by the City of Tyler or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the City of Tyler ROW or private property will be performed as identified by the City of Tyler Debris Coordinators. All disaster-specific eligibility guidelines regarding the size and diameter of leaning trees will be communicated to the Consultant or Provider in writing by the City of Tyler Debris Coordinators. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

   i. The tree is leaning more than 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.

   ii. The tree is dead, twisted, or mangled as a direct result of the storm, and a certified Arborist can attest that it will die and potentially create a falling hazard to the public.

   iii. Over 50 percent of the tree crown is damaged or broken, and heartwood is exposed.

   iv. The tree has a split trunk that exposes heartwood.

b. Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the City of Tyler ROW or private property will be performed as identified by the City of Tyler Debris Coordinators. All disaster-specific eligibility guidelines regarding the size and diameter of limbs will be communicated to the Consultant or Provider in writing by the City of Tyler Debris Coordinators. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

   i. The limb is greater than two inches in diameter.

   ii. The limb is still hanging in a tree and threatening a public-use area.

   iii. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs

necessary to remove hazardous uprooted stumps greater than 24 inches in diameter, measured 24 inches from the base of the tree existing on the City of Tyler ROW. Further, debris generated from the removal of uprooted stumps existing on the City of Tyler ROW will be transported to a City of Tyler-approved TDMS or a City of Tyler-approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Hazardous stumps measured 24 inches from the base of the tree and 24 inches or less in diameter will be considered normal vegetative debris and removed in accordance with the scope of services item 2. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Hazardous stumps will be identified by the City of Tyler or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the City of Tyler ROW or private property will be performed as identified by the City of Tyler Debris Coordinators. All disaster-specific eligibility guidelines regarding the size and diameter of hazardous stumps will be communicated to the Consultant or Provider in writing by the City of Tyler Debris Coordinators. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

    i. Fifty percent or more of the root ball is exposed.

    ii. The stump is on the City of Tyler ROW and poses an immediate threat to public health, safety, or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of the scope of services item 2. Stumps with less than 50 percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed, but the residual debris (i.e., tree trunk) will be removed under the terms and conditions of the scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table.
The CITY OF TYLER or its authorized representative will measure and certify all eligible stumps prior to removal.

12. Sand, Silt, and Debris Removal from Detention/Retention Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from City of Tyler detention/retention structures and transport to a City of Tyler approved final disposal site in accordance with all federal, state, and local rules and regulations.

a. For the purposes of this element, sand, silt, and debris existing in City of Tyler detention/retention structures will be removed to a depth designated by the City of Tyler or the City of Tyler's authorized representative.

b. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

13. Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal of HHW from the ROW to the TDMS.

a. The removal, transportation, and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the City of Tyler.

14. ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City of Tyler approved TDMS, decontamination, and transportation to a City of Tyler approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the City of Tyler. White goods containing refrigerants must first have such refrigerants removed by the Consultant or Provider's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

a. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All white goods containing food items shall be decontaminated prior to recycling in accordance with local, state, and federal law.

c. The Consultant or Provider shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

d. Refrigerant-containing items will have their refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a City of Tyler-approved TDMS for refrigerant removal by the Consultant or Provider's qualified technicians.

15. Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City of Tyler-approved Final Disposal Site. The Consultant or Provider shall coordinate activities with the City of Tyler and appropriate state agencies if needed.
The disposal of animal carcasses must comply with the Texas Department of Agriculture and TCEQ rules for handling, solid waste, and air quality.

16. Other Debris Removal Work

Neither the Consultant or Provider nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City of Tyler reserves the right to require the Consultant or Provider to dismiss or remove any workers from the project as the City of Tyler sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

D. SPECIFICATIONS

1. Introduction

The Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services ("Disaster Debris Removal Contract") will encompass the incorporated areas of the City of Tyler. The City of Tyler's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a tornado, or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and right-of-way throughout the City of Tyler using City of Tyler -owned and contractor forces.

The City of Tyler has identified the need for one or more contractors to assist City of Tyler forces in completing debris management operations throughout the City of Tyler. Primary contractors will be selected for the Disaster Debris Removal Contract. For the purpose of this contract, the contractors must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial City of Tyler payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. **Each Consultant must also have (1) an established management team, (2) an established network of resources to provide the necessary equipment and personnel, (3) comprehensive workforce management, operations, and safety plans, and (4) demonstrable experience in major disaster recovery cleanup projects.**

The Contract(s) to be awarded for this project will be a combination of fixed fee and contingency contracts. The City of Tyler anticipates a certain level of initial work to establish the procedures for integrating the work into the City of Tyler's continuing disaster recovery program planning, along with potential costs for maintaining the program over a period of time. The City of Tyler anticipates that the bulk of the services will be provided on an incident-specific basis with anticipated costs identified by a City of Tyler /contractor team as part of the initial program planning.

2. Planning Standard for Disaster Debris Monitoring and Consulting Services

The City of Tyler has selected two scenarios for planning:

a. A catastrophic tornado that impacts the entire City of Tyler, causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 5.0 million cubic yards.

b. A lesser event that impacts a specific area but still generates an estimated 200,000 cubic yards of debris, which is greater than the combined City of Tyler or one City of Tyler has the capability to handle with its resources.

These are both strictly planning figures for estimating potential removal and disposal needs; they are not fixed quantities for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume and probably will be considerably less. The City of Tyler's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the City of Tyler will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The contractor must be aware that it might not be possible to initiate operations in all parts of the City of Tyler simultaneously immediately after a storm.

3. Disaster Debris Monitoring Requirements

Planning for post-disaster cleanup operations is a function of the individual City of Tyler Offices of Emergency Management in conjunction with other City of Tyler Departments. The debris management operations will be carried out under the cognizance of the City of Tyler Offices of Emergency Management in conjunction with other City of Tyler Departments. The individual City of Tyler will be pre-contracting with one primary Contractor for debris removal operations within their jurisdictions. That contractor will also be responsible, under certain conditions, for the removal of hazardous and toxic/hazardous waste-associated debris such as construction and demolition debris, vegetative debris, and other disaster-associated debris caused by the disaster. That contractor is responsible for (1) clearing roadways, (2) removing debris and certain waste from roadways, public right-of-way, and public property, (3) operating Temporary Debris Management Sites (TDMS), (4) volumetric reduction of debris, and ultimate disposal of the debris and waste. The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the right-of-way as recovery progresses. The City of Tyler will prescribe the specific procedures to be followed ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or related wastes will be an element of the City of Tyler's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. Each City of Tyler will pre-designate Temporary Debris Management Sites (TDMS) within their jurisdiction for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. The City of Tyler will also help to identify the public and private landfills that may be used for disposal of storm-generated debris. The Primary Contractor will be expected to provide debris monitoring services at each TDMS and landfill as well as in the field during clearing, loading, and hauling operations.

4. Contract Activation

The contractor holding the Disaster Debris Removal Contract will serve as a general Contractor for the purpose of the specified services and will be able to use his/her own and Subcontractor resources to meet the obligations of the contract. The contractor will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, City of Tyler will contact the firm(s) holding the Disaster Debris Removal Contract(s) to advise them of the City of Tyler's intent to activate the contract.

E. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The City of Tyler will accept the Insurance Requirement Affidavit In lieu of Certificates of Insurance until a notice to proceed is issued to the contractor.

The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under this section such insurance has been approved by the City of Tyler, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether the work is occupied or utilized by the City of Tyler, until all work under the contract is completed and has been accepted by the City

of Tyler. ***Acord Certificate of Insurance indicating the City of Tyler as an additional insured and meeting all minimum coverages herein shall be provided to the CITY OF TYLER within 10 days of request.***

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

The City of Tyler will require, before beginning the work and upon notice to proceed, the successful contractor to obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits, and amount herein specified or as may be otherwise required in the contract documents. The Contractor shall automatically renew any policy that expires during the performance of this contract and notify the City of Tyler of such renewal prior to the expiration date. The City of Tyler shall be named as an "Additional Insured" on all the below named insurance policies.

1. Workers' Compensation Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage for all employees of the contractor providing services on the project for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code, Section 401.011(44).

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

D. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing an extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project.

E. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

F. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days

after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

G. The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing an extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract, which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receiving notice of the breach from the governmental entity.

2. Public Liability and Property Damage Insurance
(Note "Indemnity" clause hereinafter)

Before the commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract full Comprehensive General Liability and Property Damage Insurance Coverage with a company licensed to do business in the State of Texas. This coverage shall protect the Contractor, the City of Tyler, and each of the officers, agents, and employees from claims for damages for bodily or personal injury, sickness, or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this contract by the contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the contract documents :

Public Liability Insurance in an amount not less the Five Hundred Thousand Dollars ($500,000) for damages arising out of bodily injury or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than One Million Dollars ($1,000,000) in any one occurrence and Property Damage Insurance in an amount not less than Five Hundred Thousand ($500,000) for all damages of others in any occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include, where applicable, explosion, collapse, and underground

exposure coverage. In addition, where Completed Operations Insurance Coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

3. Automobile Liability and Property Damage Insurance

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractor(s) have obtained Automobile Liability and Property Damage Insurance Coverage on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. The liability limits shall be not less than Five Hundred Thousand Dollars ($500,000) for injury or death of one person and in an amount not less than One Million Dollars ($1,000,000) in any one occurrence, and Property Damage limits of not less than Five Hundred Thousand Dollars ($500,000) in any one occurrence.

4. Contractual Liability Coverage

Each policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to ensure the provision titled "Indemnity" hereinafter set forth.

5. Indemnity

The Contractor shall defend, indemnify, and hold harmless the City of Tyler and each of the officers, agents, servants, and employees, from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness, or death of any person or persons,
(2) any damages to any property, including loss of use thereof, caused by any act or omission of the Contractor, or any subcontractor of the Contractor, or by their officers, agents, servants, employees, or
anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance of any work or services called for by the contract or
from conditions created by the performance or non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

6. Evidence of Insurance Coverage

Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors have obtained the minimum insurance required by the contract documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days' notice in writing to be delivered by registered mail to the City of Tyler.
The Property Damage portion of this coverage shall include where applicable, explosion, collapse, and underground exposure coverage. In addition, where completed Operations Insurance Coverage is applicable; such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

F. Definitions

Definitions are provided for those terms listed below.

1. *Agreement Execution* – The date on which Consultant or Provider executes and enters into an Agreement with the City of Tyler to perform the Work for the City of Tyler.

2. *Agreement Price* – The total monies, adjusted in accordance with any provision herein, payable to the Consultant or Provider under this Agreement.

3. *Authorized Representative* – City of Tyler employees and/or contracted individuals designated by the City of Tyler Debris Coordinators.

4. *Chipping or Mulching*—The process of mechanically reducing woody material, such as lumber and vegetative debris, into small pieces to be used as mulch or fuel.

5. *Cleanup Crew* – A group of individuals and/or an individual working for the Consultant or Provider collecting disaster debris.

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

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

7. *Contract* – The Agreement Documents specifically identified and incorporated herein.

8. *Contract Time* – The period of time stated in this Agreement for the completion of the Work.

9. City of Tyler – Given the context, can refer to the City of Tyler.

10. City of Tyler *Debris Coordinator* – City of Tyler will designate a Debris Coordinator for their jurisdiction, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within their jurisdiction.

11. City of Tyler *Approved Final Disposal Site* – A final disposal location approved in writing by each individual City of Tyler.

12. *Debris* – Items and materials are broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include but are not limited to, trees, construction and demolition debris, and personal property.

13. *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

14. *Debris Monitoring*— Actions taken by applicants to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope of work and/or is eligible for federal or state grant reimbursement.

15. *Debris Removal* – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Also referred to as the "Consultant or Provider" in this document, the debris removal contractor conducts operations per the terms of the contract. The term includes primary contractor(s), subcontractors, and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Consultant or Provider will remove all equipment, supplies and other associated materials involved in the services provided to the City of Tyler. The Consultant or Provider will leave all sites utilized clean and restored to the original state as approved by the City of Tyler and verified through soil and groundwater samples.

18. *Demolition* – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

19. *Department* – The Director or designee of the requesting department(s) named in this solicitation.

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

21. *Drawings* - Collectively, all the drawings, receipt of which is acknowledged by the City of Tyler, listed in this Agreement, and also such supplementary drawings as the Consultant or Provider may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

22. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the City of Tyler to the Consultant or Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, Public Assistance guidelines, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

23. *Emergency Relief Program*—Provides for the funding of emergency roadway clearing and first-pass disaster debris removal on federal aid highways.

24. *E*-Scrap – End-of-life electronics, typically televisions, computers, and related components

25. *FEMA Publication 325* – Debris Management Guide – This publication is specifically dedicated to the rules, regulations, and policies associated with the debris cleanup process. Familiarity with this publication and any revisions can aid a local government in limiting the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including:

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

26. *Field Inspector* – Monitor

27. *Force Account Labor* – Labor performed by the applicant's permanent, full time or temporary employees.

28. *Garbage* – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and paper.

29. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

30. *Hazardous Hangers* – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

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

31. *Hazardous Leaners* – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

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

32. *Hazardous Stump* - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

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

33. *Household Hazardous Waste* – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicities.

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

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. The City of Tyler may utilize existing environmental contractor to remove this type of waste in a large- scale debris generating event.

34. *Hold Harmless* – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

35. *Liaison* – Representative of the City of Tyler who shall act as a Liaison between the City of Tyler and the Consultant or Provider for all matters pertaining to this Agreement, including review of Consultant or Provider's plans and work.

36. *Monitor* – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City of Tyler expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

37. *Mutual Aid Agreement* – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

38. *National Response Framework (NRF)* – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

39. *Outbuilding* – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

40. *Recycling* – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

41. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

42. *Regulated Waste* – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.

43. *Right of Entry* – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Consultant or Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

44. *Right-of-Way* – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

45. *Scale/Weigh Station* – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

46. *Consultant or Provider* – The party or parties contracting directly with the City of Tyler to perform Work pursuant to this Agreement.

47. *Specifications* – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents

48. *SubConsultant or Provider* – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Consultant or Provider or with any of its subConsultant or Providers at any tier to provide a part of the Work called for by this Agreement.

49. *Supplemental Agreement* – A written order to Consultant or Provider signed by the City of Tyler and accepted by Consultant or Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

50. *Temporary Debris Management Site (TDMS or TDMS)* – Site where collected debris is taken by the Consultant or Provider(s) for staging, separation, reduction, and processing prior to final disposal.

51. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

52. *United States Army Corps of Engineers (USACE)* – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

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

- Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved

property or right-of-way.

- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster.

54. *Volatile Organic Compounds (VOCs)* – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking-water supply.

55. *White Goods* – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

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

56. *Work* – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Consultant or Provider under this Agreement.

Part III All Necessary Forms for Completion

1. **Corporate Information**
   If a Consultant or Provider is a corporation, it shall be certified with the Texas Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Texas.

2. **License Sanctions and Debarment**
   List any regulatory or license agency sanctions. State if there are no license sanctions against the Consultant or Provider. The contractor and sub-contractors are not debarred according to www.sam.gov.

3. **Other Contractual Obligations**
   Include a list of other contractual obligations at the time of response submittal to the City of Tyler.

4. **Project Understanding and Technical Approach**
   Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Consultant or Provider will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach must also outline the following:

   - Ability to manage activation of multiple contracts
   - Mobilization and demobilization plan
   - Documenting and resolving damages
   - Invoicing and data management

5. **Personnel**
   Provide a list of current personnel that would be assigned to the City of Tyler in the event of contract activation. The list shall include but is not limited to:

- Contact persons, including telephone numbers and e-mail address
- Project manager – must have five years' experience
- Operations manager – must have three years of experience
- Other key personnel assigned to the project/this Agreement
- Provide resumes for project manager, operations manager, and other key personnel.

Changes to the list of personnel that was provided with the proposal must be communicated to the City of Tyler at the time of an event and are subject to approval by the City of Tyler. The City of Tyler also reserves the right to request the substitution of any personnel as the City of Tyler deems necessary.

6. **Typical Debris Management Site (TDMS) Safety Plan and Operational Plan**
Provide a description of the firm's typical TDMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the City of Tyler and are subject to City of Tyler's approval. The City of Tyler also reserves the right to request changes to the Consultant or Provider(s) site safety plan or operational plan.

7. **Licenses and Certificates**
List any licenses or certifications related to the scope or work described in this RFP. State if the Consultant or Provider does not have any related or applicable licenses or certifications.

8. QUALIFICATIONS AND REFERENCES QUESTIONAIRE

(Note: Additional information may be requested in the SPECIFICATIONS attached to this RFP. Please submit all required information or your proposal may be subject to disqualification.)

1) List the names that the Consultant or Provider currently, has, or anticipates operating under, including the names of related companies presently doing business.

_____

_____

2) List the names of companies, firms or organizations that own any part of your organization.

_____

_____

3) Years in business: _____

4) In the past ten years, has Consultant or Provider ever terminated or been terminated from a similar contract? _____If yes, provide details on a separate sheet.

5) Is the Consultant or Provider currently in any litigation or contemplating litigation? If yes, provide details on a separate sheet.

6) In the past five years, has Consultant or Provider ever refused to enter into a similar contract for which it was awarded? _____ If yes, provide details on a separate sheet.

7) Provide a brief description of Consultant or Provider's managerial structure including name and title of key personnel.

You may include this information on a separate sheet.

_____

_____

_____

_____

_____

8) What trades or services does the Consultant or Provider ordinarily subcontract out?

_____

_____

_____

9) On a separate page(s), list information from **all** debris removal projects in excess of 350,000 cubic yards performed by your firm within the past five years. Please provide all information requested. See below for an example format.

Project	Date	Total CY	Total Dollar Amount Invoiced	Federal Reimbursement Amount	Contact	Comments
City of Tyler, State (Duncanville, Texas)	MM/YY to MM/YY	800,000	$7,590,000	$7,590,000	Name Title Phone Number Fax Number E-mail Address	

10) Name of Consultant or Provider's proposed contract manager for this proposal. (Must be fluent English speaking.)

_____

11) List any subcontractors you propose to use on the City of Tyler's project that will comprise a material amount of the total operational cost. Use additional pages if necessary. This information is considered preliminary and may be revised prior if proposal is awarded and re-submitted during the negotiation phase. However, it is expressly understood that the use of any subcontractor other than those listed herein shall require written approval from the City of Tyler. Failure to submit the information as required may result in a disqualification of your proposal.

A. Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

B. Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

C. Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

D. Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

E. Subcontractor Name:_____

City/State:_____

Trade or Service to Be Provided:_____

Estimated Percentage of Overall Cost:_____

12) Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

A. Are you presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency?
Y_____N_____

B. Have you within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property?
Y_____N_____

C. Are you presently indicted for or otherwise criminally or civilly charged by a government entity with

commission of any of the offenses enumerated herein?
Y_____N_____

D. Have you within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default?
Y_____N_____

SIGNATURE REQUIRED BELOW:
The undersigned:

- Declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation.

- Agrees, upon written acceptance of this proposal, mailed or otherwise, furnished within ninety (90) days after date of opening of proposals, will within ten (10) calendar days after receipt of the prescribed forms, execute and agree to the terms and conditions of the final award.

- Proposes and agrees to perform all work of whatever nature required, in strict accordance with the specifications for the pricing/fee submitted in the attached proposal.

- Declares that in the event of the award of a contract to the undersigned will comply with the Immigration Reform & Control Act of 1986.

- Shall be able to perform the services or provide the goods as specified in this solicitation. The Consultant or Provider is to prepare a proposal that describes all goods and services that Consultant or Provider desires to make available and the appropriate pricing structure for each.

- If the Consultant or Provider desires to exclude an item(s) that would ordinarily be considered a part of a proposal category, then that item(s) must be clearly identified as "Not Offered" in your proposal.

_____

Authorized Signature Date

All proposals submitted must include Page 1 through this signature page as the submittal and proposal bond if required.

PROPOSAL OF BIDDERS

The term RFP, PROPOSAL and BID are used as interchangeable terms in this document.

All:

The following proposal is made for furnishing the materials/services for the City of Tyler, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Tyler, no person shall be favored or discriminated against with respect to any contract on account of age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/RFP, F.O.B. City of Tyler, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so doing the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller
Pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

PROPOSAL OF BIDDERS

In addition, the Vendor who wins a bid/proposal award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the City of Tyler by either Texas law, **and will remain in compliance with all of the above for the term of the bid award**.

SIGNATURE: _____

PROPOSAL OF BIDDERS
Page 3 of 3

RFP #24-025
REQUEST FOR PROPOSAL FOR
STREET SWEEPING SERVICES

Respectfully Submitted,

PLEASE PROVIDE A COPY OF YOUR W-9

_____
SIGNATURE

_____
DATE

_____
PRINTED NAME **TITLE**

_____
COMPANY NAME **CONTACT PERSON**

_____
MAILING ADDRESS **CITY** **STATE** **ZIP**

_____
PAYMENT ADDRESS **CITY** **STATE** **ZIP**

_____
PHONE NUMBER **FAX NUMBER**

_____
E-MAIL ADDRESS **WEB PAGE**

HUB Vendor Status **_____YES (attach certification)** **_____ NO _____**

HUB VENDORS: HUB vendors (Historically Underutilized Business) are vendors who's company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm

NO PROPOSAL RESPONSE: If response is not received in the form of a "RFP Proposal" or "No Proposal Response" bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

CERTIFICATE OF INTERESTED PARTIES

A new law in the state of Texas went into effect on January 1, 2016, which requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the Town prior to approval of the contract. More information can be found at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff , you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form to the city before City Council approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Must file online at www.ethics.state.tx.us/File

BONDS

The City of Tyler will accept the Bond Requirement Affidavit in lieu of bonds until a notice to proceed is issued to the contractor.

The City of Tyler will require the contractor, before beginning the work, to execute bonds with the City of Tyler Upon notice to proceed, the successful bidder shall provide:

- PERFORMANCE BOND: If the "Estimated Contract Total" amount shown on your proposal Bid Sheet is $100,000 or greater, the performance bond shall be $100,000. If the "Estimated Contract Total" amount is less than $100,000 a performance bond is not required. The performance bond shall be for a one-year term. A new bond affidavit shall then be submitted each year if the contract is renewed. The performance bond is solely for the protection of the City of Tyler; in the amount of the contract; and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

- PAYMENT BOND: If the "Estimated Contract Total" amount shown on your proposal Bid Sheet is $50,000 or greater, the payment bond shall be 100% of that amount but not greater than $100,000. If the "Estimated Contract Total" amount is less than $50,000 a payment bond is not required. The payment bond shall be for a one-year term. A new bond affidavit shall then be submitted each year if the contract is renewed. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

A bond required must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

A bond executed for a public work contract with the City of Tyler must be payable to the City of Tyler and using the form provided herein.

The bond must clearly and prominently display on the bond or on an attachment to the bond:

- the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

- the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City of Tyler does not require a contractor for any construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

BOND REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE BONDING AGENT.

I, the undersigned agent, certify that the bonding requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able, within ten (10) working days after being given notice to proceed, to furnish the required payment and performance bonds the CITY(IES) meeting all of the requirements contained in this bid.

_____ _____

Agent Signature Printed Name

_____

Name of Insurance Carrier

_____

Address of Agency City State Zip

_____

Phone # Fax # Email Address

_____

Vendor / Contractor Name

Acknowledgement

Subscribed ad Sworn before me by the above named _____

On this _ day of _____, 2018.

(seal)

_____

Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at City of Tyler, Purchasing at 903-531-1232.

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able, within ten (10) working days after given notice to proceed, to furnish a valid insurance certificate to the City of Tyler meeting all the requirements contained in this bid.

_____ _____

Agent Signature Printed Name

_____

Name of Insurance Carrier

_____

Address of Agency City State Zip

_____

Phone # Fax # Email Address

_____

Vendor / Contractor Name

Acknowledgement

Subscribed ad Sworn before me by the above named _____

On this _ day of _____, 2018.

(seal)

_____

Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at City of Tyler, Purchasing at 903-531-1232.

ATTACHMENT A: PRICING SHEET

Please provide a cost per unit for services that your firm can provide.

Bid Sheet			
Category	**Field Name and Description**	**Unit**	**Cost per Unit**
Vegetative Collect and Haul to DMS	0-15 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance of 60+ miles*	CY	
Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance of 60+ miles*	CY	
Management and Reduction	Grinding *Grinding/chipping vegetative debris*	CY	
	Air Curtain Burning *Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)*	CY	
	Air Curtain Burning *Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)*		
	Open Burning *Open Burning vegetative debris*	CY	
	Compacting *Compacting vegetative debris*	CY	

	Debris Management Site Management *Preparation, management, and segregating at DMS*	CY	
Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance of 60+ miles*	CY	
C&D Collect and Haul from ROW to DMS	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance of 60+ miles*	CY	
Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles C&D from Debris Management Site (DMS)to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance of 60+ miles*	CY	

Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Compacted C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance of 60+ miles*	CY	
C&D Collect and Haul from ROW to Final Disposition	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D *collect and remove for a haul distance of 60+ miles*	CY	
Management and Reduction	Compacting *Compacting C&D debris*	CY	
	Debris Management Site Management *Preparation, management, and segregating at DMS*	CY	
Tree Operations	Hazardous Tree 6" - 12" *Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	
	Hazardous Tree 13" - 24" *Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	
	Hazardous Tree 25" - 36" *Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	
	Hazardous Tree 37" - 48" *Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	

	Hazardous Tree 49+ *Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	
	Trees with Hazardous Limbs *Hazardous Hanging Limb removal greater then 2"*	Per Tree	
	Hazardous Stumps >24" - 36" *Hazardous stump removal for a 24-36 inch stump diameter*	Per Stump	
	Hazardous Stumps >37" - 48" *Hazardous stump removal for a 37-48 inch stump diameter*	Per Stump	
	Hazardous Stumps >49" *Hazardous stump removal for a 49+ inch stump diameter*	Per Stump	
	Stump Fill Dirt *Fill and compact dirt for stump holes after removal*	CY	
Specialty Removal	Waterway Debris Removal *Debris Removed from canals, rivers, creeks, streams, and ditches*	CY	
	Sand Collection and Screening *Pick-up, screen, and return debris laden sand/mud/dirt/rock*	CY	
	Silt/Sand Removal *Removal of silt or sand that creates a threat to public health and safety*	CY	
	Vehicle Removal from Public Property *Removal, storage, and disposal of eligible vehicle per State Laws*	Unit	
	Vessel Removal (Land) *Removal, storage, and disposal of eligible vessel from public property per State Laws*	Unit	
	Vessel Removal (Marine) *Removal, storage, and disposal of eligible vessel from public waterways per State Law*	Unit	
	Carcass Removal *Removal of debris that will decompose (animals and organic fleshy matter*	Pound	
	ROW White Goods Removal *Pick-up and haul of white goods to disposal site*	Unit	
	Freon Management *Freon management and recycling*	Unit	
	Electronic Waste *Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items*	Unit	

	Putrescent Waste *Removal of spoiled food items, or debris that will decompose or rot*	Pound	
	Hazardous Household Waste *HHW removal and disposal*	Pound	
	Bio-waste *Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste*	Pound	
	Small Engines/Lawn Mowers *Collect and remove small engines, lawn mowers, or other motorized items that can be recycled*	Unit	
PPDR Vegetative Collect and Haul to DMS	0-15 Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance of 60+ miles*	CY	
PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance of 60+ miles*	CY	
PPDR C&D Collect and Haul to DMS	0-15 Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance up to 15 miles*	CY	
	16-30 Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	

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	16-30 Miles C&D from Private Property to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	
	31-60 Miles C&D from Private Property to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	
	60 + Miles C&D from Private Property to Final Disposition *collect and remove for a haul distance of 60+ miles*	CY	

Copy 2



CROWDER GULF

City of Tyler, TX

RFP# 24-025 for

Disaster Debris Removal, Reduction, Disposal and other Emergency Services

Tuesday,
July 9, 2024 @ 2:00 PM

Please direct all inquiries to
the Disaster Administration Office located in Mobile, AL

Ashley Ramsay-Naile
President
Disaster Administration Office
5629 Commerce Blvd. E
Mobile, AL 36619
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com
Tax ID: 01-0626019
Sam UEI Number: TTNUYNSBDQU4

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

July 8, 2024

City of Tyler, TX
Attn: Sherry Pettit
304 N. Border Ave.
Tyler, TX 75702

Re: RFP NO. 24-025 Disaster Debris Removal, Reduction, Disposal and other Emergency Services

CrowderGulf is pleased to submit the enclosed proposal as a firm and irrevocable offer in response to the RFP referenced above. We want to express our desire to enter into agreement with the City for **Disaster Debris Removal, Reduction, Disposal and other Emergency Services**. We believe we are the best company to provide the City of Tyler the requested services based on our personal experience, and our many years of experience and capabilities as synopsized below and demonstrated in the attached proposal.

CrowderGulf is a national full-service debris management firm with over fifty-two (52) years' experience in helping communities like the City recover from disasters. Having managed successful debris clean-up operations in sixteen (16) states, **including Texas**, we have developed one of the most capable recovery management teams in the Country. Our disaster experience includes the completion of **over five hundred (500) disaster recovery projects** and success in removing, reducing and disposing of **over four hundred (400) million cubic yards of debris** and is testament to our ability to meet the scope of work established by the City.

Highlights of Past Projects in Texas

- 2023 Severe Storms – City of Austin and Travis County - $12,132,890 Total Event Cost – 796,388 Total Cubic Yards
- 2017 Hurricane Harvey – 26 Contract Activations - $93,763,092 Total Event Cost – 6,015,594 Total Event Cubic Yards
- 2017 Hurricane Harvey (Special Waterway Projects) – City of Dickinson, TX
- 2016 Historical Storms & Flooding – 7 Contracts Activated at various times throughout the year
- 2008 Hurricane Ike – 36 Contracts Activated - $178,318,426 Total Event Cost – 16,933,904 Total Event Cubic Yards

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and qualified Debris Specialists with 40+ years of training and "boots on the ground" field experience. You will find our team fully knowledgeable in all aspects of debris clean-up from operational methodology to quality control and FEMA public assistance reimbursements. We recognize that an efficient, orderly and safe debris management operation can only be achieved by experienced on-site personnel. Our key management and field staff have obtained numerous FEMA and OSHA certifications in emergency management, safety and environmental compliance and remain with you from contract activation to closeout.

The knowledge and experience of the CrowderGulf management team, coupled with our personal inventory of heavy equipment and a large cadre of dedicated subcontractors, has meant that every project has been completed successfully and within contract timelines. **Our team is dedicated to following FEMA Public Assistance Program and Policy Guidelines and meeting 2 CFR requirements.** Our past experience enables us to assemble uniquely trained and experienced project teams and match specialized equipment and resources with project execution requirements. We believe training and pre-planning are keys to a successful debris removal operation. CrowderGulf provides **pre-planning** and **training** to our clients **free of charge** throughout the contract term.

CrowderGulf is committed to responding to any event in the **City of Tyler**, regardless of size or type, with utmost promptness. **Valerie Gonzalez, Texas Regional Manager**, is a seasoned member of the CrowderGulf team. She is a lifelong Texas resident and has first-hand experience working disaster declarations within the State of Texas. She has been assigned to meet the needs and requests of the **City** throughout the year. In addition, Leigh Anne Ryals, Texas Regional Director recently worked in Texas after Hurricane Harvey devasted the State. Both she and Valerie can provide valuable knowledge and experience with an inherent commitment and dedication to the **City**. Mrs. Gonzalez can be reached at 361-704-2548 vgonzalez@crowdergulf.com and Leigh Anne can be reached at 251-751-8660 or lryals@crowdergulf.com. Or, you may contact the CrowderGulf Disaster Assistance office at 1-800-992-6207.

Financial strength is one of the most important aspects for the City of Tyler to consider when selecting a debris contractor. Following a major disaster, the City's financial burdens could be substantial. It is important to have a financially strong disaster-experienced contractor, such as CrowderGulf, that will work to get the job completed, regardless of any delays in invoice payments.

CrowderGulf's financial stability is solid and reliable and over the years we have established an excellent line of credit with our financial institution. We have always paid our subcontractors and personnel weekly. This ensures that we are able to provide the very best subcontractors for the City and that we are able to secure additional qualified subcontractors to fulfill any concurrent contracts. CrowderGulf has always met all financial obligations without interruption.

AGGREGATE BONDING CAPACITY	**$ 1,000,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 150,000,000**

CrowderGulf maintains ***all required insurances*** such as General Liability, Personal Injury, Workers Compensation, Automobile/Equipment Liability, as well as Maritime Insurance. Additional information regarding insurance has been presented with our proposal response.

CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in the RFP. This includes removal of eligible disaster-related vegetation, construction & demolition (C&D), hazardous waste, white goods, e-goods, stump removal, marine debris removal, debris reduction and disposal etc. Details of our abilities are summarized in our Past Performance in the attached proposal.

Our Disaster Management Services include the following:

Pre Planning and Training	Waterway Debris Removal	Demolition
Emergency Road Clearance	Marine Salvage	Dredging
ROW &ROW Debris Removal	Bio-Mass Recycling	Portable Housing
Development & Operation of DMS	Derelict Vehicle and Abandoned Vehicle Removal	Levee Construction
Final Debris Disposal	Removal & Disposal of White Goods & E-Goods	Sonar Scanning
Hazardous Materials Handling	Tree Trimming and Removal (leaners /hangers)	Marine Construction
Technical Disaster Recovery Assistance	Sand Removal, Screening & Breach Restoration	Cellular Tower Construction
Historic Property Preservation	Temporary Ice, Water and Other Consumables	Road and Utility Work
Bulkhead and Pier Replacement Pile Driving	Temporary Power Services/Generators	Land Clearing and Site Prep

We greatly appreciate the opportunity to submit this proposal. **We assure you that our professional disaster debris team will exceed the expectations of the City**. We will be pleased to provide any additional information that would assist the City of Tyler in its deliberations and look forward to your favorable response.

As the President of CrowderGulf, I attest that this proposal is presented in fairness and in good faith without collusion or fraud and I, Ashley Ramsay-Naile, have the authority to bind CrowderGulf in all transactions relative to the award of **RFP NO. 24-025 Disaster Debris Removal, Reduction, Disposal and other Emergency Services**. In addition, Reid Loper, Vice President, also has the authority to bind the company.

Best Regards,

Ashley Ramsay-Naile

Ashley Ramsay-Naile
President
jramsay@crowdergulf.com / knoll@crowdergulf.com



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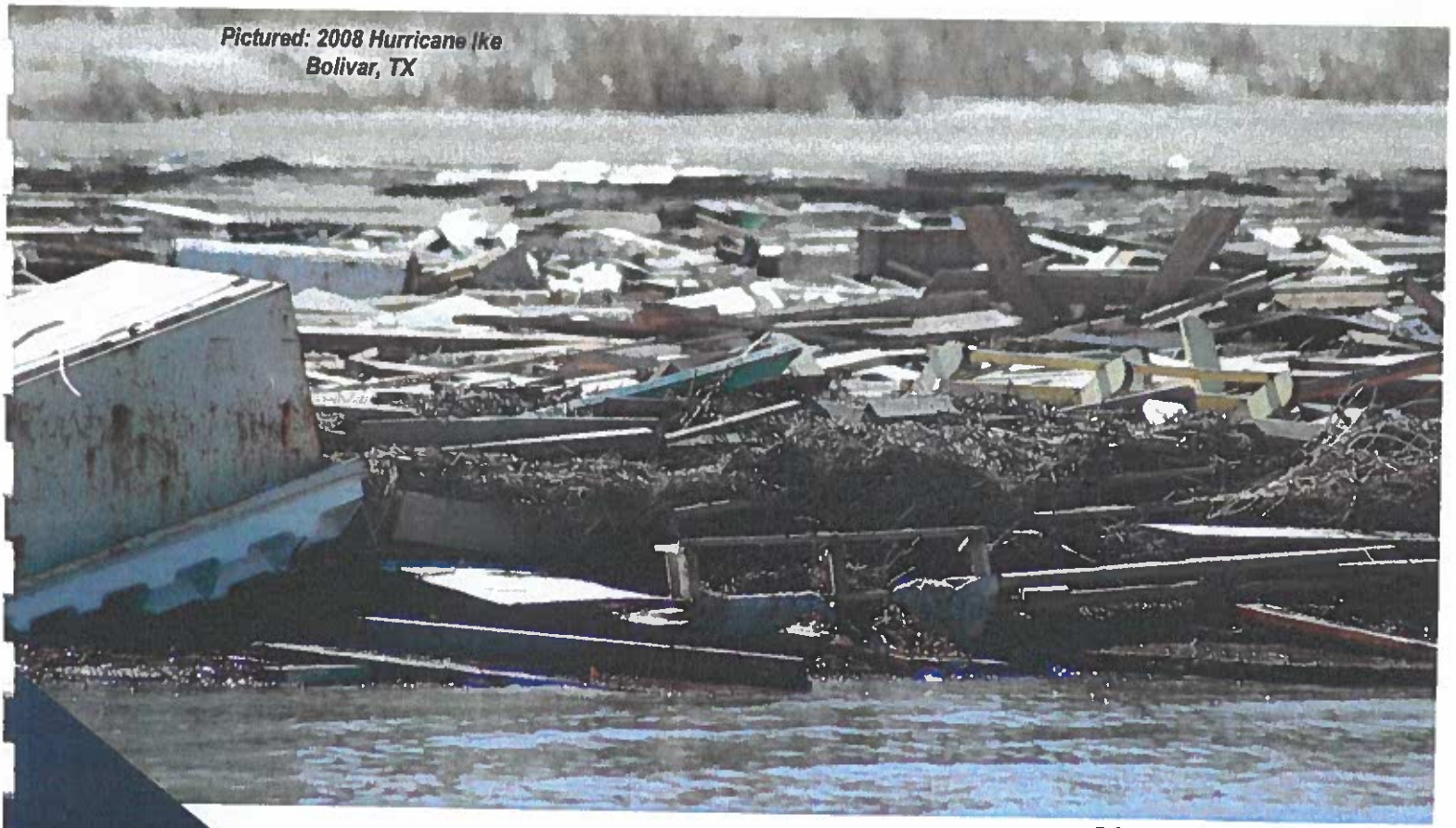
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CROWDER GULF

1. Corporate Information



Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

1. Corporate Information

Disaster Recovery & Debris Management Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

In the event of activation please contact the Disaster Administration Office (DAO) first 800-992-6207 Please ask for Ashley Ramsay-Naile.

Official Notices should be sent to DAO address, DAO fax or jramsay@crowdergulf.com

Ashley Ramsay-Naile
President
646-872-1548 Cell
jramsay@crowdergulf.com

Reid Loper
Vice President
678-477-3755 Cell
rloper@crowdergulf.com

Leigh Anne Ryals
Regional Director
251-751-8660 Cell
lryals@crowdergulf.com

Valerie Gonzalez
Regional Manager
361-704-2548 Cell
vgonzalez@crowdergulf.com

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

Jane Nelson
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Registration for CrowderGulf, LLC (file number 801557137), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on February 27, 2012.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 02, 2024.

Jane Nelson
Secretary of State

Texas Department of Transportation

125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

May 02, 2024

CROWDERGULF, LLC
5629 COMMERCE BLVD E
MOBILE, AL. 36619

RE: TxDOT Vendor Number 15590

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on Projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2024.

Your bidding capacity has been set at $2,922,226,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams

Greg Williams
Director, Letting Management Section
Construction Division

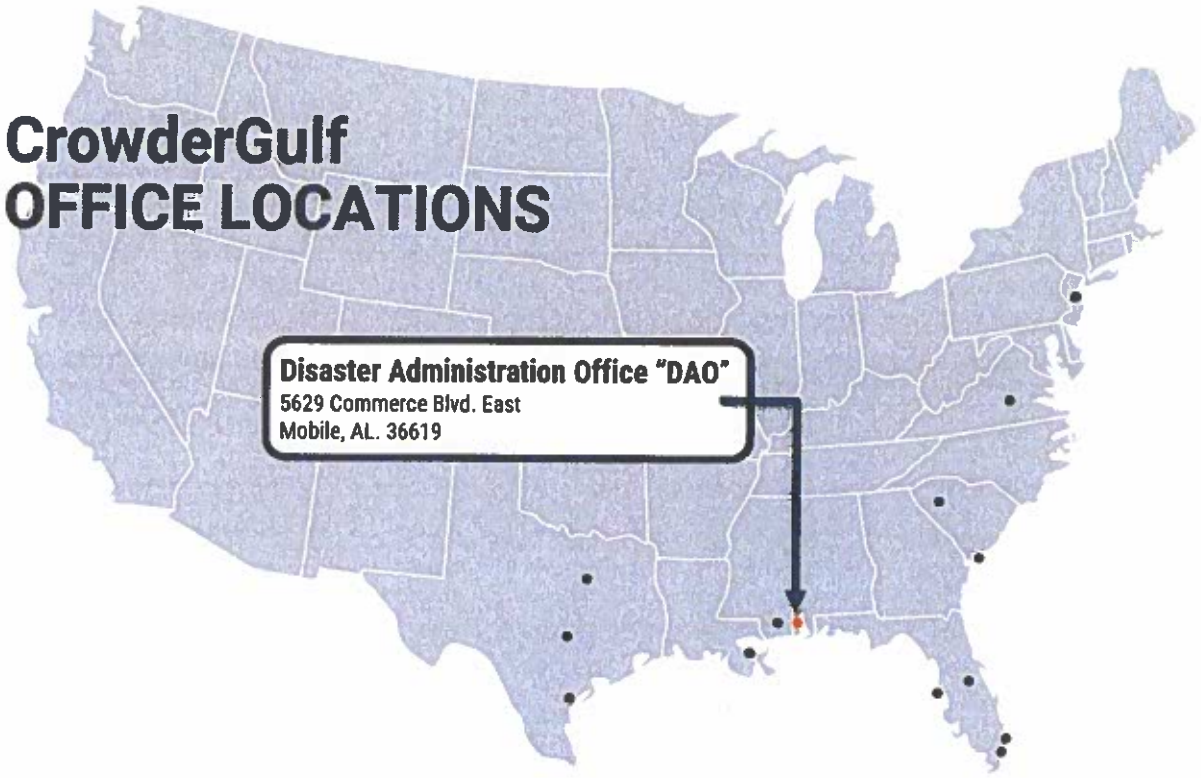
CrowderGulf At-A-Glance / Why Choose CrowderGulf?

- **Full time (365 days/yr.) CrowderGulf is a leading Debris Management and Response Company with over 50 years of successful experience** in debris management, removal, and disposal services.
- **Bases of Operation:**
  Primary — **Mobile, Alabama**

  Satellite Offices — Palm Harbor, West Palm Beach, Winter Garden, Wellington, New Smyrna Beach, Miami, Florida, D'Iberville, Mississippi, New Orleans, Louisiana, Hilton Head Island and Laurens, South Carolina, Denton and Portland, and Austin, Texas, Richmond, Virginia
- **Never failed to complete** all contract obligations and never defaulted on a contract.
- CrowderGulf's ability to attract and retain highly skilled and qualified personnel allow us to **commit the same Project Management Team remaining with the project** from start to finish.
- Large cadre of management personnel with extensive disaster debris training and experience.
- **Completed simultaneous** debris projects after all major hurricanes **since 1969.**
- Over **500** disaster recovery projects successfully completed.
- Successfully removed, managed and disposed of over **400 million cubic yards of debris.**
- Industry leader in **waterway debris removal**, including work from New Jersey to Texas.
- Fully committed to using local citizens and qualified local subcontractors to the maximum extent, including Minority Business Enterprise (MBE) owners.
- **No lawsuits, liens or judgments by clients ever** filed or pending and no bankruptcy proceedings filed or pending.
- **No lawsuits, liens or judgments by CrowderGulf** to clients **ever** filed.
- Over **$150 million** of company-owned/leased equipment available for rapid response.
- Experienced in providing FEMA compliant documentation to every client. We provide unlimited support and accurate documentation to help ensure that no clients are denied reimbursement.
- CrowderGulf offers a well-developed, scalable, adaptable, and proven Debris Management plan that is reviewed and revised after every event.
- Quality Control always maintained to reinforce the "Clean as You Go" policy for debris removal.
- Technical advice and training available to all clients throughout the contract term, at no cost to client.
- Significant financial strength:

AGGREGATE BONDING CAPACITY	**$ 1,000,000,000**
SINGLE BONDING CAPACITY	**$ 250,000,000**
OTHER AVAILABLE FUNDING	**$ 150,000,000**

CrowderGulf OFFICE LOCATIONS



"Our City was devastated by Hurricane Michael on October 10, 2018, the largest disaster that the Florida Panhandle has endured in decades. With the quick activation by your company for debris hauling, the City of Parker was on the road to recovery in a matter of weeks. Your team was able to coach us through the cleanup with skill and patience as we navigated logistics and public relations hurdles."

Richard Musgrave, Mayor
City of Parker, FL

Over Fifty Years of Debris Management Experience

CrowderGulf is a national full-service debris management company, with over **fifty years** of experience throughout the United States, helping communities, like the City of Tyler, recover from disasters as rapidly and efficiently as possible. The roots of the company began in 1969, from the work of John and Woodie Ramsay, brothers, and recent graduates of Auburn University. They grew up truck farming in south Mobile County, AL, less than 10 miles from the Mississippi State line. When Hurricane Camille devastated the Mississippi Gulf Coast in 1969, the Ramsay brothers joined forces with local contractors to clean up Biloxi, MS, and much of the Gulf Coast.

In 1984, as the brothers' work branched out into other areas, they began doing business as Gulf Equipment Corporation, an Alabama General Contractor licensed in seven Southeastern states. Based on the work generated, they developed three divisions in Gulf Equipment: tower erection, construction, and disaster debris management.

In 2002, CrowderGulf was formally created by John Ramsay, as an independent disaster debris management company. John's honesty, reliability, and respect for all clients, along with his extensive knowledge and experience in disaster debris cleanup, were key to the strong qualified team that he built over the years. Today, **Ashley Ramsay-Naile**, John's oldest daughter, is president of CrowderGulf. Ashley continues to build a strong, qualified team, using her years of experience and excellent management skills to grow and improve the Company.

During the last five decades, the Company has managed over **500 disaster recovery projects in 16 states and has successfully removed, reduced and disposed of over 400 million cubic yards of debris.** CrowderGulf's current and past performance, as highlighted in this proposal, demonstrates our expertise in successfully completing multiple contracts simultaneously, regardless of their locations or the amount of damage.

CrowderGulf has responded to numerous natural and man-made disasters that activated hundreds of contracts, each involving its own unique challenges and circumstances. Having performed debris management operations across the United States, CrowderGulf has encountered and successfully handled everything within the City's Scope of Work identified in this RFP. We are committed to completing every project in a minimum amount of time and in a safe, orderly, and practical manner. CrowderGulf contracts have involved disaster debris work in all eligible areas identified in FEMA's Public Assistance Program, Category A. The confidence that we can deliver services to the City effectively and efficiently is bred from our past successes.

All disaster management work is completed in full regulatory compliance with all local, state and federal agencies involved in disaster recovery, including the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality, Texas Department of Health, and Texas Department of Transportation. This commitment to regulatory detail has earned CrowderGulf a reputation as a company of integrity, dependability and reliability.

CrowderGulf is committed to working as a team with City personnel to facilitate the pre-planning that will ensure a smooth debris removal operation in the event of a disaster. We can assist in preparing and updating Debris Management, Emergency Operations and Mitigation Plans. In addition, CrowderGulf will provide preparedness training designed specifically to meet the needs of the City. **Our training and technical advice is provided free of charge throughout the contract term.**

The CrowderGulf Staff provides the City of Tyler with priority service, quality performance and expert on-site management. The combination of CrowderGulf's human resources, extensive equipment inventory, financial capacity and experienced subcontracting teams, allow the company to honor all contractual commitments with dispatch and efficiency, regardless of geographic location or size of disaster. The depth of these integrated components will also allow CrowderGulf to respond to those special needs of the City that may not have been considered in the pre-event contract.

CrowderGulf Services Available to the City

CrowderGulf has a detailed and strategic plan tailored to meet the needs and specific requirements of the City. The services provided will consist of furnishing all labor, materials, and equipment to complete and deliver full Emergency Response and Recovery Services. CrowderGulf can offer the City the widest possible spectrum of debris management and disaster recovery services which are itemized below:

Pre-Planning & Training

Annual pre-disaster debris management planning sessions include training, review of emergency management plans, Debris Management Site (DMS) selection and other disaster recovery components.

Aerial Damage Assessment via Helicopter Flyover

After a storm has impacted a large area, CrowderGulf often implements the use of a **helicopter flyover** with local officials, to assess the damage. This allows our team to prioritize which areas may need assistance sooner than others based on severity of damage, as well as see progress once work has started.

Emergency Road Clearance "PUSH"

CrowderGulf provides push services by making certain that roadways designated by the City are clear and passable within 70 working hours from issuance of a Notice to Proceed (NTP) with such clearance.

Right of Way (ROW) Debris Removal

CrowderGulf performs permitting, clearing, and removing FEMA eligible disaster debris from the public rights-of-way, streets, roads, canals, lakes, ponds, and waterways as directed by the City. Each load of debris is accurately recorded electronically or on load tickets and presented to the City daily along with requested daily and weekly production reports.



Private Property Debris Removal (PPDR)

When requested, permitted, and approved by FEMA, State or Local Government CrowderGulf can conduct debris removal operations from private property. Debris must eliminate the immediate threat to lives, public health, and safety; and must be a result of the declared incident and within the designated area. Each load of debris is accurately recorded electronically or on load tickets and presented to the City daily along with requested daily and weekly production reports.

Development and Operation of Temporary Debris Management Sites (TDMS)

CrowderGulf constructs TDMS to handle the volume of debris generated in the City by the disaster. Operation of the TDMS includes debris separation, reduction, recycling and staging, separating and disposal of hazardous waste and fluids. TDMS are fully restored to original condition after project completion. CrowderGulf can also assist in selecting and identifying appropriate TDMS locations and provide site specific operational plans.

Final Debris Disposal

CrowderGulf disposes of all debris, including reduced debris, in accordance with all applicable federal, state and local laws, standards and regulations. At the City's request, tipping fees associated with final disposal facilities can be paid by CrowderGulf and back billed to the City as a pass-through cost.

Stump Removal

All stump removal will be conducted following all FEMA Public Assistance Program and Policy Guidelines. Stumps left on the rights-of-way will be hauled as regular vegetative debris. Only hazardous stumps that meet FEMA stump requirements will be removed upon FEMA approval. Complete documentation will be collected before and after the extraction.

Tree Trimming & Removal (Leaners and Hangers)

CrowderGulf performs tree trimming and removal in accordance with American National Standard ANSI A300. Other tasks also associated with tree trimming are tree topping, stump grinding, grubbing, clearing, hauling and disposal of trees to abate imminent and/or significant threats to public health and safety. All tree work is directed by the City and a FEMA representative. CrowderGulf has certified arborists to assist the City with tree trimming and removal.

Arborist Program

Understanding the dynamics of tree growth and health is pivotal in fostering resilient tree canopies, particularly in the face of natural disasters such as, high wind events and tropical systems. Mismanaged tree canopies not only escalate debris generation post-disaster but also increases the treat to public health and safety. At CrowderGulf, we recognize the significance of arboriculture in disaster recovery efforts. Building upon our longstanding provision of arborist services post-storm disaster, we have expanded our program to include pre-storm disaster arborist services aimed at proactive canopy management within the framework of contemporary arboriculture standards.

In-House Arborist:

CrowderGulf provides an in-house arborist who works closely with our safety team, ensuring adherence to arboriculture and safety protocols across all CG projects. This expert not only oversees tree crews but also provides invaluable guidance to Project Managers (PMs) on safeguarding undamaged trees, prioritizing high-value trees to minimize additional damage, and managing arboriculture procedures aligned with FEMA reimbursement criteria. Moreover, our arborist team possesses utility training, equipping them to address concerns regarding right-of-way access and usage, including complexities arising from interactions with various utility companies within the canopy's vicinity.

Level 1 Assessment:

A Level 1 Limited Visual assessment conducted by our trained arborists offers a rapid yet comprehensive evaluation of trees across extensive areas. By methodically traversing designated zones, our arborists examine trees and vegetation to identify potential risks, focusing on signs of disease, decay, and structural defects that could pose hazards to people or property. These assessments serve as crucial initial screenings to promptly identify trees requiring immediate action, ensuring proactive hazard mitigation before potential damage or liability occurs.

Level 2 Assessment:

During a Level 2 Basic assessment, our certified arborists conduct thorough visual inspections of trees and their surroundings to identify defects or hazards. Utilizing specialized tools and techniques, they examine the tree's trunk, branches, and crown for indications of decay, disease, or compromised structural integrity. Following this assessment, arborists determine whether observed conditions warrant a more intensive Level 3 Advanced assessment, providing property owners with detailed reports outlining risk ratings and recommended mitigation measures.

Level 3 Assessment:

Level 3 Advanced assessments involve in-depth evaluations of a tree's structural integrity and health, employing advanced diagnostic tools and techniques to uncover hidden defects or decay. Climbing inspections, resistance drilling, sonic tomography, and root system inspections enable arborists to assess structural defects, disease progression, and overall tree health accurately. The findings from these assessments inform tailored care measures, empowering property owners, managers, or municipalities to make informed decisions regarding tree management and disaster preparedness.

Demolition

CrowderGulf provides demolition services and removal of condemned structures and buildings that pose a threat to public health and safety. All demolition services requested are commenced with safety and regulatory requirements in place and all local, state and federal requirements are followed.

Derelict Vehicle and Vessel Removal

CrowderGulf can perform all aspects of vessel and vehicle removal from land or water. Also offered is assistance with ownership records and contact verification procedures. If needed, a storage site is established, maintained and managed for the vessel and/or vehicle holding, as may be required by law. Documentation is kept on all stages of the removal of each vessel and vehicle from collection to final disposal.

Removal & Disposal of White Goods & E-Waste

CrowderGulf is experienced in the special handling of white goods (refrigerators, stoves, ac units, etc.) and e-goods (electronic equipment). All regulations on the proper disposal of hazardous fluids removal are followed.

Waterway Debris Removal & Shoreline Restoration

CrowderGulf has completed numerous projects throughout the Southeast removing marine debris from storm water drainage ditches to large rivers and canal systems. Removal of debris from the rivers and canals can require the use of shallow draft boats and barges equipped with knuckle-booms or track-hoes with debris grapples. In shallow water areas with limited access and in extremely sensitive areas, the debris is removed by hand labor. CrowderGulf has also completed earthen-fill repairs and restoration as well as armored shorelines consisting of riprap, (both stone and recycled concrete). CrowderGulf also has the capabilities and experience installing gabions, geo-web products and various types of bulkheads and retaining walls.



Sonar Scanning

CrowderGulf has conducted numerous large scale operations utilizing sonar imagery and underwater video and photography. Sonar scanning is a technological and efficient way to locate and remove sunken marine debris from waterways.

Technical Disaster Recovery Assistance

CrowderGulf can aid with all aspects of the Public Assistance Program including damage survey reports, project worksheets, documentation support and consultations/negotiation services and any other technical assistance needed.

Other Services CrowderGulf is Experienced in are, but not limited to:

- Household Hazardous Waste (HHW)
- Levee Construction
- Land Clearing and Site Preparation
- Road and Utility Work
- Marine Salvage
- Marine Construction
- Bulkhead and Pier Replacement
- Portable Housing
- Cellular Tower Construction
- Temporary Ice, Water and Other Consumables
- Hazardous Materials Handling
- Historic Property Preservation
- Temporary Power Services/Generators
- Dredging
- Pile Driving
- Bio-Mass Recycling
- Wetlands Restoration
- Sand Screening

COVID-19 Response – Personal Protective Equipment (PPE)

During the height of the COVID-19 Pandemic, CrowderGulf successfully supplied critical PPE to clients in several states. The PPE requested during this time was used by State Authorities and Hospital workers on the front lines, in dire need of equipment. Due to shortages in normal supply chains, CrowderGulf's clients and partners requested help locating the critical protective equipment. CrowderGulf was able to use its resilient relationships, throughout the nation and internationally, to secure the requested items in a timely manner.

Drone Capabilities

CrowderGulf utilizes cutting-edge drone technology, integrated with advanced mapping and analysis software, and enhances precision with GNSS survey receivers equipped with Real-Time Kinematic (RTK) technology. This comprehensive suite of tools is pivotal in our debris management operations, including on city owned properties, private properties, linear utility easements, and public rights of way, ensuring that our documentation meets the stringent accuracy and compliance standards required for FEMA reimbursement.

Accurate Documentation for FEMA Reimbursement: The precision offered by the Drone's high-resolution imaging combined with GNSS survey receivers and RTK technology, giving centimeter level positioning accuracy, ensures that every piece of debris documentation is accurate and verifiable. FEMA requires detailed, precise, and auditable data to approve reimbursement claims. Our technology stack provides georeferenced images and detailed maps that meet these requirements by accurately documenting the location, extent, and type of debris, ensuring that all information is FEMA-compliant.

Private Property Debris Removal Documentation: The advanced imaging and precise location data capture capabilities of our equipment facilitate comprehensive documentation of debris on private properties. This level of detail is critical not only for operational efficiency but also for providing the necessary documentation to FEMA, which often requires proof of debris impact and removal for reimbursement.

Linear Easement (Utilities & Waterway)/Right of Way Documentation: For debris located in linear easements (both land and water) and rights of way, our drones and GNSS receivers map and document with pinpoint accuracy. The ability to survey and map easements, waterways, and rights of way provides tremendous operational benefits. This ensures that all necessary documentation for FEMA reimbursement is complete and accurate, showing exactly where debris was removed, the volume of debris, and the condition pre & post-removal.

Enhanced Mapping and Estimating with RTK: RTK technology enhances our mapping and estimating capabilities by providing centimeter-level accuracy. This allows for exact volume measurements and detailed debris mapping, which are crucial for real time operational decision making and FEMA reimbursement claims. Accurate volume estimations ensure that claims are reflective of the actual work performed, which is necessary for securing appropriate reimbursement.

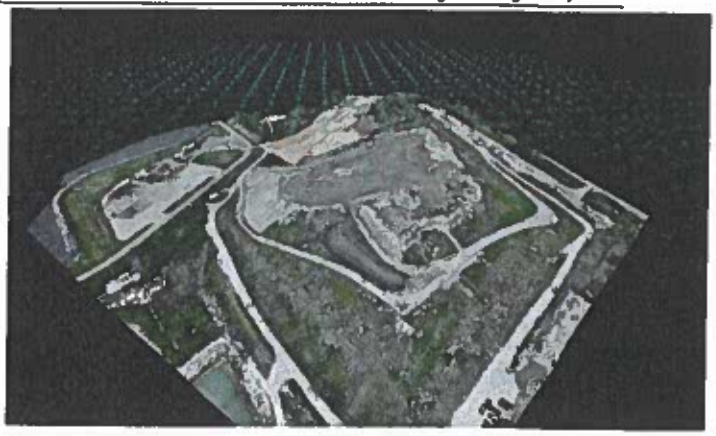
Post Processing and 3D Modeling: The integration of precise aerial data with advanced software allows for the creation of detailed 3D models and volumetric assessments, which can be used in the preparation of FEMA reimbursement documentation and internal/ public messaging and information sharing. These models provide a clear, indisputable base for claims, enhancing the transparency and traceability of the cleanup efforts.

Monitoring and Mitigating Environmental Impacts: Our accurate mapping and detailed documentation also play a role in demonstrating compliance with environmental regulations, a factor often reviewed in conjunction with FEMA reimbursement. We document the initial environmental state, the impact of debris, and the restoration efforts, all of which are crucial for maintaining environmental compliance and fulfilling FEMA's requirements.

By deploying Enterprise level drones, GNSS Survey Receivers, and RTK technology, CrowderGulf not only streamlines debris management operations but also ensures that every aspect of our documentation is precise and compliant with FEMA's stringent standards. This meticulous approach to accuracy and documentation greatly enhances our ability to secure timely and adequate FEMA reimbursements, supporting the financial stability clients and operational continuity of our debris management efforts.

Benefits of Drone Technology:

- High Resolution Aerial Maps of DMS or Affected Area
- Debris Estimation
- Damage Assessments
- 3D Models
- Waterway/Easement Mapping, Assessments and Surveys
- High-Definition Video
- Live Stream Video for Emergency Operations Center (EOC) or other meetings
- Site/Project Documentation
- Historical Documentation
- **Environmental Impact Surveys**
- Allows for effective distribution of information to the public showing the scope of the project.
- Training
- Public Messaging Deliverables
- More cost effective than traditional aerial platforms
- Can be deployed quickly in the most austere environments with little support.



3D Modeling of PDR Assessment





Advanced Aerial Photography
3D Model Photo taken in Edgecombe County, NC



CROWDER GULF

2. License Sanctions and Debarment



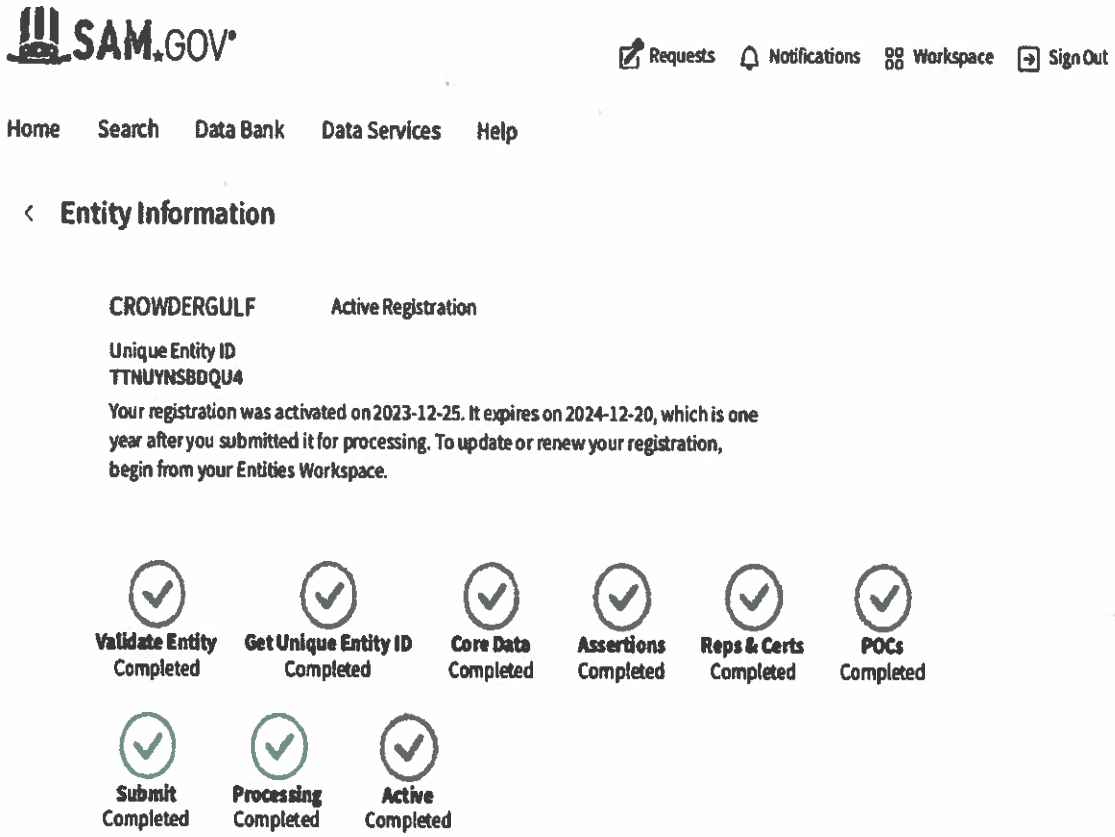
Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

2. License Sanctions and Debarment

CrowderGulf does not have any regulatory or license agency sanctions. CrowderGulf's SAM.gov information is listed below:





CROWDER GULF

3. Other Contractual Obligations



Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

3. Other Contractual Obligations

Primary Current Disaster Recovery Contracts

The chart below contains CrowderGulf's current pre-event contracts held throughout the United States. As detailed in the **Availability and Assurances** section, CrowderGulf is fully committed to fulfilling each of its contracts with the same unwavering attention and service, regardless of the number of activations for any given event or storm season. As our **Past Performance** illustrates, we have the expertise, personnel, and resources to handle multiple activations of all sizes, ensuring the utmost client satisfaction.

Client	Duration	Client	Duration	Client	Duration
ALABAMA					
Atmore (City)	2020-2025	AL DOT – SW Region	2021-2025	Baldwin Co.	2021-2024
Bay Minette (City)	2021-2025	Evergreen (City)	2024-2025	Fairhope (City)	2022-2025
Gulf Shores (City)	2023-2026	Tuscaloosa (City)	2023-2027		
FLORIDA					
Aventura (City)	2021-2026	Bay County - Water	2019-2025	Bonita Springs (City)	2022-2032
Bunnell (City)	2020-2025	Carrabelle (City)	2021-2025	Casselberry (City)	2023-2029
Clay Co.	2019-2026	Clearwater (City)	2020-2024	Cocoa (City)	2021-2027
Cocoa Beach (City)	2021-2026	Edgewater (City)	2021-2026	Estero (Village)	2019-2024
Flagler Beach (City)	2020-2024	Fort Myers (City)	2019-2024	Golf (Village)	2022-2028
Juno Beach (Town)	2022-2028	Jupiter (Town)	2022-2028	Kissimmee (City)	2020-2025
Lantana (Town)	2022-2028	Lauderdale-By-The-Sea (Town)	2020-2024	Lee Co.	2022-2032
Levy Co.	2017-2024	Mexico Beach (City)	2019-2024	Miami Gardens (City)	2018-2024
Ocala (City)	2023-2028	Ocoee (City)	2018-2024	Okeechobee Co.	2020-2025
Orange Park (Town)	2020-2024	Panama City (City)	2022-2027	Panama City Beach (City)	2023-2028
Parker (City)	2018-2024	Pembroke Pines (City)	2021-2026	Plant City (City)	2020-2025
Plantation (City)	2017-2027	Pompano Beach (City)	2019-2024	Ponce Inlet (Town)	2022-2026
Punta Gorda (City)	2017-2024	Sanford (City)	2022-2027	Satellite Beach (City)	2020-2025
South Daytona (City)	2019-2029	St. Petersburg (City)	2021-2026	Stuart (City)	2022-2028
Sunrise (City)	2019-2030	Tarpon Spring (City)	2022-2030	Tequesta (Village)	2022-2028
Venice (City)	2019-2024	Washington Co.	2020-2030	Wilton Manors (City)	2017-2026
Winter Garden (City)	2019-2024				
GEORGIA					
Columbus (City)	2022-2027	Garden City (City)	2021-2025	Liberty Co.	2020-2024
Port Wentworth (City)	2022-2027	Thomas Co.	2020-2026	Tybee Island (City)	2023-2025
Ware County	2019-2024				
LOUISIANA					
Acadia Parish Policy Jury	2023-2026	Alexandria (City)	2021-2024	Audubon Nature Institute	2022-2026
Calcasieu Parish	2023-2027	DeQuincy (City)	2020-2024	Iowa (Town)	2020-2024
Lake Charles (City)	2023-2028	St. John the Baptist Parish	2021-2029	Sulphur (City)	2023-2028
Vinton (City)	2020-2024				
MARYLAND					
Cecil Co.	2020-2025	Ocean City (Town)	2020-2025	Talbot Co.	2020-2025
MISSISSIPPI					
Biloxi (City)	2019-2024	Gulfport (City)	2021-2025	Hattiesburg (City)	2023-2027
Jackson Co.	2023-2028	Pascagoula (City)	2023-2027		
MISSOURI					
Greene Co.	2019-2025	Springfield (City)	2021-2025		
NEW JERSEY					
State of New Jersey	2015-2024	State of New Jersey - Waterway	2019-2024		

NORTH CAROLINA					
Cabarrus Co.	2019-2025	Calabash (Town)	2023-2026	Chapel Hill (Town)	2020-2024
Charlotte (City)	2020-2025	Duck (Town)	2020-2024	Duplin Co.	2020-2025
Edgecombe Co.	2019-2025	Fayetteville (City)	2018-2024	High Point (City)	2019-2024
Hillsborough (Town)	2020-2024	Jacksonville (City)	2023-2030	Kitty Hawk (Town)	2019-2024
North Topsail Beach (Town)	2022-2027	Orange Co.	2019-2024	Pender County	2023-2029
Raleigh (City)	2021-2026	Rocky Mount (City)	2019-2024	Rose Hill (Town)	2020-2025
Surf City (Town)	2019-2025	Topsail Beach (Town)	2019-2024		
SOUTH CAROLINA					
Charleston Co. Park & Rec.	2020-2025	Dorchester Co.	2021-2026	Greenville (City)	2022-2027
Hilton Head Island (Town)	2019-2024	HH Private Communities	2019-2024	Jasper Co.	2019-2024
TENNESSEE					
Davidson Co.	2021-2026	Nashville Co.	2021-2026		
TEXAS					
Addison (Town)	2020-2026	Alvin (City)	2021-2031	Angleton (City)	2019-2027
Aransas County	2022-2027	Bayou Vista (City)	2018-2024	Brazoria (City)	2020-2025
Brookside Village (City)	2023-2025	Carrollton (City)	2020-2027	Chambers Co.	2022-2027
Clear Lake Shores (City)	2019-2024	Collin Co.	2020-2025	Deer Park (City)	2021-2024
DeSoto (City)	2022-2025	Dickinson (City)	2022-2027	Farmers Branch (City)	2020-2027
Friendswood (City)	2022-2026	Galveston Co.	2022-2027	Hitchcock (City)	2021-2028
Iowa Colony (City)	2022-2027	Jackson Co.	2019-2024	Lake Jackson (City)	2022-2027
Lancaster (City)	2019-2025	League City (City)	2022-2027	Liberty Co.	2021-2025
Manvel (City)	2023-2029	Mont Belvieu (City)	2023-2028	Montgomery Co.	2023-2028
Nueces Co.	2021-2026	Plano (City)	2018-2024	Port Arthur (City)	2022-2025
Rowlett (City)	2022-2027	San Patricio Co.	2020-2025	Tarrant Co.	2021-2024
Trinity Bay Conservation Dist.	2018-2024	Webster (City)	2020-2025		
VIRGINIA					
Commonwealth of Virginia	2022-2027	James City Co. (2 contracts)	2019-2029	Newport News (City)	2023-2028
VPPSA - Pre-Qualified Contractor	2023-2028				

Availability and Assurances

Due to the uncertainty of disaster related events, it is difficult to predict when a contract activation will occur. Regardless of the number of contracts CrowderGulf has activated after a disaster, in 50+ years, we have never failed to meet a client's contract requirements for equipment resources and personnel. Having an experienced management team, a large pool of company-owned equipment and operators, a nationwide database of trusted and experienced subcontractors and agreements with national rental companies, provides CrowderGulf the ability to assure the City that we can and will meet your disaster response needs. We are committed to providing the City with priority service, quality performance and onsite management. We will work as a team with you and your representatives to successfully restore the City to some sense of normalcy, while following all FEMA regulations and within the designated timeline established by the City's contract. The severity of the disaster will determine how many employees will be assigned to a specific client. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and local resources and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to ensure the City that we can effectively manage and handle the disaster effort. CrowderGulf will adjust assets as required to optimize operations.

Hurricanes Harvey and Irma – Lessons Learned and Management Team Updates

During the 2017 Hurricane Season, Hurricanes Harvey and Irma became historic in the debris removal industry. The Category IV Hurricane Harvey devastated the State of Texas and ten days later, Hurricane Irma made landfall in Florida, South Carolina, and Georgia. Most of the damage occurred throughout Florida. These two back-to-back major hurricanes presented several historical challenges for the Federal Government, local jurisdictions, and private contractors. Assets from around the Country, including CrowderGulf, were fully mobilized in Texas to assist with their recovery effort. However, after Hurricane Irma impacted Florida, CrowderGulf's management team immediately began responding to the needs of our Florida clients, while continuing to work throughout Texas.

Although these two hurricanes created a national resource shortage, CrowderGulf never asked to re-negotiate our contract rates. We fulfilled all of our contractual obligations on time or ahead of schedule, both in Texas and in Florida. After these historic events CrowderGulf's management team completed an After-Action Review (AAR), and we identified several lessons learned, and as a result, made strategic changes to our subcontractor requirements. CrowderGulf's management also implemented several measures to lessen the chance of having a resource shortage in future activations, including the purchase of additional company-owned assets listed in this proposal.

Subcontracting

Our Subcontractors Compliance Manager, Jenny Todd Weaver along with our Director of Operations, Nick Pratt worked diligently securing subcontractors to meet the heavy demand in Florida and Texas, during the 2017 Hurricane Season. They reviewed subcontractors past performance and experience, debris specific equipment and mobilization times and they identified any underperforming subcontractors or subcontractors that defaulted on requirements that had signed master subcontracts. Those subcontractors have been removed from our database and will not work with CrowderGulf during future activations.

Monitoring Firms

CrowderGulf has an excellent working relationship with many of the monitoring firms across the United States. The 2017 Hurricane Season allowed us to extend many of those relationships, due to the number of contracts that CrowderGulf had activated and allowed us to work with new monitoring firms. CrowderGulf found that there were many new monitoring employees / personnel, so in the beginning there were some challenges with the truck certification process and getting accurate data from the monitoring firms. Our Senior Project Managers and Project Managers worked to iron out any issues at the beginning of the project and things began to run much smoother. After the activations, our Management Team met and brainstormed the best way to tackle these issues in the future, should they arise. As a result, we implemented a Quality Assurance / Quality Control (QA / QC) Field Team that works directly with monitoring firms in the field to ensure that CrowderGulf receives all data on a daily basis. We have found that this new process has been instrumental after Hurricane Michael devastated the Florida Panhandle in 2018 and most recently after a similar scenario after Hurricanes Laura and Sally in 2020.

Training

Although the 2017 Hurricane Season was challenging for the entire debris removal and management industry, we made several small additions to our Debris Management and Operations Plan. We added Annual Training Sessions with Project Managers, Field Supervisors, Reservist Personnel, and Subcontractors in each of our Regions, including Texas. The topics discussed ranged from Project Management, Debris Management Site Selection and Setup, Senior Supervision, Teaming with Monitoring Firms and Communication with the Client and our Disaster Administrative Office. The training sessions were so successful that additional training is scheduled for after the Florida Governors Hurricane Conference and after client training before each Hurricane Season.

Hurricanes Florence and Michael – Implementation of After-Action Items

It didn't take long for CrowderGulf's updated Management Approach, Annual Trainings, and Selective Subcontracting Initiatives to be put at the forefront of another situation of two major storms and simultaneous contract activations. In **2018, Hurricanes Florence and Michael** struck the Coast of North Carolina and the Panhandle of Florida within one month of each other. Hurricane Florence was a Category 1 Storm that produced a tremendous amount of rainfall and flooding. Hurricane Michael, once thought to be a Category 4 Hurricane was upgraded to a Category 5, and the first storm on record to hit the Florida Panhandle with sustained winds over 157+ miles per hour. CrowderGulf had 18 pre-event contracts activated across the State of North Carolina and a month later 11 contracts activated in Florida. Due to our diligence after evaluating and improving our operation after Hurricanes Harvey and Irma, our team was better prepared for these two disasters. The CrowderGulf Team provided each client with the necessary assets, both personnel and equipment, to successfully meet all contractual obligations within the specified time, to include safety, quality, cost and schedule. CrowderGulf responded to Florida with urgency, providing each Florida Client with their own highly skilled and qualified Project Management team, consisting of a Senior Project Manager, multiple Project Managers and Field Supervisors.

CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida. **Where necessary, we doubled and, in some cases, tripled our equipment resources in our North Carolina contract activations** to reassure our North Carolina clients that we would finish their projects strongly and successfully.

In Florida, immediately after Hurricane Michael hit, CrowderGulf provided clients with full resources and had damage assessment **personnel on the ground within two hours of the storm's passing.** Our President, Vice President, Director of Field Operations and Florida Regional Manager, were all on the ground surveying damage and reaching out to clients. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the Debris Management and Operations Processes.



CROWDER GULF

4. Project Understanding and Technical Approach



Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

4. Project Understanding and Technical Approach

Principles of Project Management

Standards

CrowderGulf conducts all debris operations to meet or exceed all regulations and program standards of FEMA Public Assistance Program and Policy Guide (incorporating FEMA 325 Debris Management Guide and FEMA 327 Debris Monitoring Guide), the Occupational Safety and Health Administration, the Environmental Protection Agency, and all other local, state and federal agencies.

Responsiveness

CrowderGulf will be in contact with the City's Debris Manager at least 48 hours prior to a tropical storm and/or hurricane making landfall or immediately upon the occurrence of any debris generating event within the City of Tyler.

- Within 12 hours of receiving a NTP, CrowderGulf will have our management team report to the City representative for operations planning and mobilization of personnel and equipment.
- Mobilization for PUSH operations will begin within 12-24 hours of NTP.
- Within 48 hours of initial NTP, crews will be fully operational and hauling debris.
- Within 72 hours of the NTP, a DMS is fully operational for reduction and disposal of debris.
- Crews will maintain full debris hauling operational capacity, seven days a week during daylight hours, until completion of the project, to the satisfaction of the City of Tyler.
- The DMS may, if required to meet the needs of the City, operate 24 hours per day.

Reimbursement Assistance

CrowderGulf's debris management staff consists of previous FEMA Regional Directors and Deputy Directors, City and City Emergency Management Directors and emergency operations personnel with over 20± years of experience in working State and Federal Disaster Declarations. CrowderGulf is prepared to share its knowledge and experience concerning reimbursement matters with City personnel in order to obtain maximum reimbursement by utilizing accurate record keeping and exacting quality control measures. Specifically, CrowderGulf will assist with:

- Estimating debris volumes for initial damage assessment
- Developing Project Worksheets/Damage Survey Reports
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process and reviewing all records to ensure that they meet federal and state reimbursement guidelines.
- Orientating and training the City of Tyler personnel on requirements for quality and quantity of required documentation
- Closeout and final audit
- Hazard Mitigation Planning efforts
- FEMA Disaster Assistance policy changes

Corporate Support On-Site Operations

Daily operational decisions and daily communications with the City of Tyler will be facilitated by the CrowderGulf on-site Management team. If needed, one or more field offices will be set up immediately upon NTP. Local citizens will be employed and trained to work in the field office under experienced CrowderGulf management supervision. Local employees are always an asset to the response and recovery operation. Their knowledge of the area and its people is invaluable to CrowderGulf's overall operations. The Team will be fully reinforced at all levels by logistical support, records management/storage, report development and other operations at CrowderGulf's main office in Mobile, Alabama.

On-Site Project Management

CrowderGulf utilizes National Incident Management Systems (NIMS) principles in our command structure, planning, operations, logistics and administration. This will not only facilitate an easy interface with the City's Emergency Operations Center, but also ensures maximum quality control by limiting the span of supervision for individual field managers.

Mobilizing Large Workforces

Company-owned/Leased Equipment

CrowderGulf maintains a large inventory of company-owned/leased equipment that is debris specific and available for immediate response to a disaster. Company-owned/leased equipment will be pre-positioned for emergency PUSH operations and dispatched to the disaster area immediately upon the receipt of a NTP in order to begin restoring critical services in the City of Tyler as quickly as possible.

The following is a partial list of company-owned equipment available for use in any debris operation:

EQUIPMENT	UNITS
• Self-Loading Trucks; (130 – 160 cubic yards)	90
• Dump Trucks (16 yards – 50 yards)	153
• Rubber Tire Loaders (equipped with debris handling grapples)	26
• Rubber Tire and Track Equipped Excavators (with buckets and grapples)	18
• Pick-Up Trucks (equipped with portable phones for Foremen)	40
• Service Trucks	12
• Skid-Steer Loaders (equipped with buckets and grapples)	20
• Cherrington Beach Cleaners 4500 & 4500 XL	5
• Stationary Power Screens – (sand screener)	2
• Diamond Z 14' Tub Grinders	6
• Shallow and deep-water boats equipped with latest sonar and photo equipment	4
• Barges, tugs and large boats for heavy marine debris removal	4

Equipment Rental Agreements

CrowderGulf also maintains active accounts with all major national equipment rental companies to supplement equipment needs as may be required (i.e. Beard, Hertz, Caterpillar, John Deere, United Rental, Sunbelt, etc.).

All equipment shall meet all federal, state and local regulations.

Additional Equipment Information

- All equipment used for this contract will be rubber wheeled or rubber tracked unless otherwise approved by the City.
- To the maximum extent possible, CrowderGulf and its subcontractors shall use self-loading trucks with grapples or grapple attachments. Hand loading will not be permitted.
- No subcontractor will be allowed to solicit work from private citizens while assigned to the contract.
- No equipment assigned to this contract will be used for any other contract work.
- All trucks will be marked with proper signage. The lettering will be 3 inches in height or greater to allow for readability and clarity.

Anticipated Outside Support/Subcontractor Equipment

CrowderGulf's has developed a Nationwide Database of Approved and Trusted Subcontractors & Vendors. It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in compliance with **44 CFR 206.10**. We also try to employ a percentage of qualified Minority Business Enterprise (MBE) subcontractors. In previous disaster activations, CrowderGulf has pre-positioned manpower and equipment to provide immediate response. The table below provides the number of subcontractors and their equipment listed in our database, in relation to the State of Texas.

Subcontractor Information	Regional	TX	US. 2024
Number of Registered Subcontractors	39	520	3527
Subcontractor Equipment	**Regional**	**TX**	**US. 2024**
Dump Trucks (16-65)	150	3145	19576
Pick up w/ dump trucks	45	975	5250
Knuckle-boom trucks	12	631	3463
Wheel Loader 50hp – 150hp	44	820	6269
5 ton Pickup truck	76	1077	7923
Hydraulic Excavator 50hp-150hp	61	1150	7500
Trailer Mounted floodlight	19	414	1867
Low-bed Trailer w/ tractor	21	379	2395
Water Truck	8	195	1140
Air Curtain Burner	4	47	474
Backhoe w/ loader 15	25	398	1974
Dozer,2-3 yd blade/root rake blade D7	25	590	4018
Grader, Motor, 12 ft blade 130-140hp	4	184	869
Chipper	4	129	1622
Tub Grinder 300-400 hp & 800-1000 hp	7	110	1096
Self loading trucks	11	621	6813
Skid steer 40 hp – 80 hp	120	1253	9121
C&D Walking Floor 80-110 CY	13	235	2190
Mulch Trailer 80-110 CY	3	172	1598
Bucket Trucks	12	360	3644
Barges	6	120	1350
Work Boats	3	150	1632
Vacuum Trucks	3	298	1839

Texas Subcontractor Statistics	Regional	TX
Small Business	23	361
M/WBE, HUB, SDB or Veteran Certified	32	282
Push Crews	19	195
Debris Haulers	27	417
Marine Debris	3	31
Haul Outs	1	17
Grinding	3	23
Burning	2	7
Concrete Reduction		4
Recycling	2	9
Tree Work	4	18

Contract Management - Ability to Execute Concurrent Contracts Across Multiple Regions

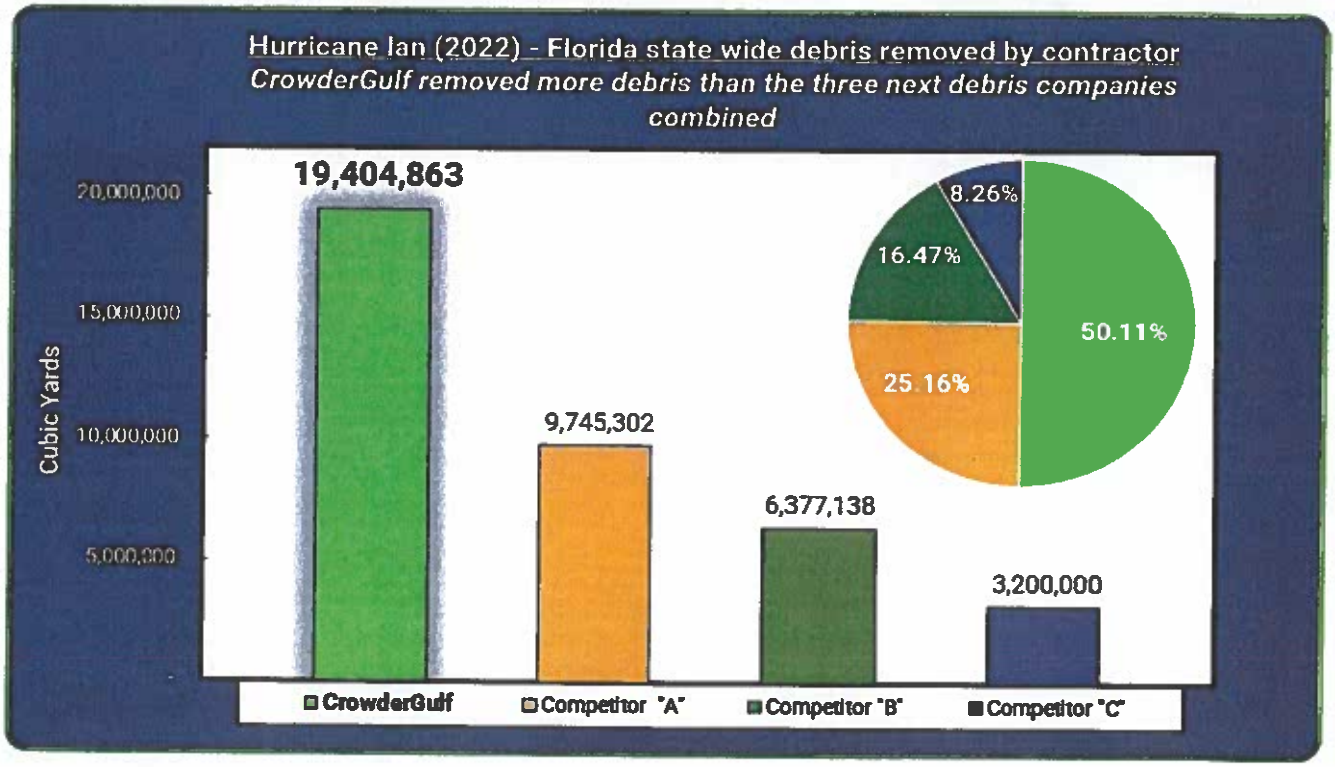
CrowderGulf has a proven history of simultaneously managing multiple contracts, fluctuating workloads and many specialty debris projects such as waterway debris removal and demolition. CrowderGulf has at its disposal an extensive inventory of company-owned equipment coupled with a large pool of dedicated subcontractors to complete any project, large or small. Most importantly, our full-time, disaster-experienced management teams are committed to serving all clients with integrity, promptness and reliability.

The Summary Table below provides a snapshot of CrowderGulf's relevant disaster work experience. It reflects the Company's ability to successfully complete multiple simultaneous disaster projects by providing the personnel and equipment resources needed, regardless of size, location, number of active projects, or the nature and severity of the disaster. Over 98% of the 508 disaster projects listed in the table below were the result of pre-event contracts that were activated after a disaster. CrowderGulf successfully provided every Client with all the detailed, accurate and timely documentation required by FEMA to receive reimbursement. Projects involving the State of Texas have been highlighted in yellow.

SUMMARY TABLE OF SIMULTANEOUS DISASTER DEBRIS PROJECTS

Year	Hurricanes & Storm Disasters	Simultaneous Contract Activations	# of DMS Managed	Invoice Amt	Approx. Cubic Yards (CY)
2023	Ice Storm, Tornados, Idalia	18	7	$32,431,478	1,910,145
2022	Hurricanes Ian & Nicole	44	62	$412,363,005	19,160,671
2021	Ida, Nicholas; Tornados, Storms,	24	21	$56,375,184	2,759,105
2020	Laura, Sally, Zeta; Tropical Storm (TS) Cristobal, Hanna, Tornados	34	72	$560,709,033	31,784,536
2019	Dorian, TS Imelda, Tornado,	6	3	$4,558,359	169,827
2018	Florence, Michael, Red Tide	40	56	$284,507,345	19,311,888
2017	Irma, Harvey, Nate, TS Cindy, Tornado	96	143	$298,159,746	18,510,223
2016	Hermine, Matthew; Severe Storms, Flooding, Tornado	53	36	$100,501,633	6,725,538
2015	Severe Storms, (Flood & Tornados)	15	0	$2,311,844	109,578
2014	Ice Storms Pax & Ulysses, Severe Storms	14	5	$9,866,559	669,314
2012	Isaac & Sandy	13	4	$60,627,670	972,993
2011	Irene	31	1 3	$14,754,641	1,673,821
2008	Ike	36	27	$178,318,425	16,933,904


OVER $1.2 BILLION IN DEBRIS REMOVAL COMPLETED IN THE LAST FIVE YEARS
2023
$316,287,263
2022
$295,147,479
2021
$161,476,405
2020
$332,929,355
2019
$191,314,713


Hurricane Ian (2022) - Florida state wide debris removed by contractor
CrowderGulf removed more debris than the three next debris companies combined
Cubic Yards
20,000,000
15,000,000
10,000,000
5,000,000
19,404,863
9,745,302
6,377,138
3,200,000
8.26%
16.47%
50.11%
25.16%
CrowderGulf
Competitor "A"
Competitor "B"
Competitor "C"

Past Performance and Experience

For all activations, CrowderGulf Management teams have been led by highly qualified, disaster-experienced, knowledgeable personnel well-versed in FEMA regulations, including eligible work, funding and reimbursement requirements. Several of CrowderGulf's personnel have held emergency management positions both locally, as well as state and federal positions. These individuals provide updates and training to CrowderGulf staff on a regular basis. Details of personnel qualifications are provided in the **Key Personnel Section** of this proposal. CrowderGulf's ability to successfully manage multiple contracts, within client timelines and FEMA guidelines, is highlighted in the following excerpts of past experience following major natural disasters. A Summary Chart is included at the end of each year's work that shows the varied scopes of work that were completed.

2022 Hurricanes Ian and Nicole

Hurricane Ian made landfall on September 28, 2022, in Southwest Florida, near Fort Myers, as a strong Category 4 storm. Ian is currently estimated to be the costliest storm in Florida's history. The Town of Fort Meyers Beach, City of Sanibel, and Lee County suffered catastrophic damage. Widespread wind and flood damage occurred throughout the impacted areas and severe storm surge damage in the beach towns and communities within Lee County.

As the day broke and Ian's winds had passed, the devastation was unimaginable. One of the first things reported to the team was the destruction of the Sanibel Causeway, cutting the City of Sanibel off from the mainland. CrowderGulf immediately recognized the need to set up barging for the City. We coordinated with the City and pulled the trigger the following day to mobilize barges. On October 1, 2022, just three days after Ian's landfall, CrowderGulf got the first barge on the scene. Barge operations, involving five large barges supplied by CrowderGulf, supported transporting fire, police, EMC, power companies to the island for approximately three weeks. In the first hours after Hurricane Ian's devastation, while barge operations were being set up for Sanibel, CrowderGulf was also performing emergency PUSH operations in Lee County, Fort Myers, Fort Myers Beach, Estero, and Bonita Springs. All combined, CrowderGulf had approximately 200 PUSH crews operating within the State of Florida.

While PUSH crews cleared roads, CrowderGulf crews developed 63 Temporary Debris Management Sites (TDMS) throughout the damaged areas to start receiving debris. CrowderGulf was hauling debris from the ROW to TDMS just three days after landfall. Within Unincorporated Lee County, CrowderGulf hit a maximum daily production of 107,000 cubic yards per day, which resulted in over **8 million** cubic yards being removed. Response-wide in the State of Florida for Hurricane Ian, CrowderGulf had a maximum daily production of 194,000 cubic yards per day, resulting in more than 17 million cubic yards of debris being removed.

2022 Hurricanes Ian & Nicole *(WORK ONGOING)*												
39 Total Clients	**Number of Clients in 2022 Utilizing Tasks Listed Below**											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
$307,265,624	**11**	**37**	**52**	**38**	**18**	**8**	**7**	**6**	**7**	**6**	**38**	**4**

2021 Hurricanes Ida and Nicholas

On August 29, 2021, Hurricane Ida impacted much of coastal Louisiana, including St. John the Baptist Parish. With hurricane force winds in excess of 150-mph, Ida was a deadly and destructive Category 4 Atlantic hurricane that became one of the most damaging hurricanes to make landfall in the state of Louisiana.

CrowderGulf held a pre-event contract with the Parish and CrowderGulf's contracts manager was in contact to discuss the possibility of the issuance of a Notice to Proceed (NTP), once the Parish was in the cone of uncertainty. On September 7, 2021, in the immediate aftermath of Ida, as soon as it was deemed safe and a NTP was issued by the Parish, our Director of Operations was on the ground doing damage assessment.

CrowderGulf's Management team immediately mobilized all personnel, support equipment, and assets for the initial PUSH of all roadways needed by essential vehicles, while simultaneously mobilizing resources for the Rights-of-Way (ROW) debris removal. Three debris management sites (DMS) were immediately developed to accept incoming storm debris. This project activated approximately 30 self-loading grapple trucks as well as several wheel loaders, skid-steers and other supporting equipment required to perform all necessary actions. The Parish initiated final pass and the debris removal portion of the project was completed May 15, 2022.

The Parish activated CrowderGulf to begin debris removal operations in waterways, drainage laterals and ditches on March 4, 2022. The CrowderGulf Team has removed and disposed of over **79,000 cubic yards** of debris, and the contract remains open for future work with laterals and ditches.

2021 Hurricanes Ida and Nicholas; Flooding and Tornado												
15 Total Clients	**Number of Clients in 2021 Utilizing Tasks Listed Below**											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	Freon	E-waste	HHW	ADMS Utilized	Waterway Debris
$56,375,184	**2**	**15**	**13**	**15**	**4**	**3**	**3**	**2**	**1**	**10**	**11**	**1**

2020 Hurricanes Laura and Sally, Tornados

In 2020, CrowderGulf responded to nine major disasters with 34 contract activations in six different states. CrowderGulf developed and managed 49 Debris Management Sites (DMS) during activations. These debris activations were conducted simultaneously with multiple missions occurring within and across regions. The most notable attribute to the 2020 storm season was the consistent daily production rate by CrowderGulf's debris crews. During the first 60 days after Hurricanes Laura and Sally, CrowderGulf removed over 12 million cubic yards of debris from the ROW. This consistent daily production of over 204,000 cubic yards of debris per day demonstrated CrowderGulf's unparalleled capabilities. Moreover, these productions were achieved without sacrificing safety, quality, cost or schedule. All of this was made possible by having qualified, disaster-experienced key management personnel and subcontractors, effective sectoring, and an efficient staffing approach.

Immediately after Hurricane Laura made landfall near Cameron, LA, on August 27, 2020, as a Category 4 Hurricane with peak sustained winds of over 150 mph, the CrowderGulf Team responded and was on the ground in Calcasieu Parish and the cities of Lake Charles, Sulphur, Dequincy, Vinton, Westlake and Iowa, just hours after the dangerous winds passed. CrowderGulf executed the pre-storm response plans and immediately began debris assessment and removal operations. Due to the widespread destruction, CrowderGulf dispatched over 500 Emergency Road Clearance crews (aka Push Teams) to clear the roads for emergency vehicles to access the citizens in need. During the Emergency Road Clearance operation, the CrowderGulf Management Team located, leased,-permitted, and developed 16 Debris Management Sites to store and reduce the hurricane generated debris.

Overall, CrowderGulf had 34 activations and removed, reduced and disposed of over 19 million cubic yards of hurricane generated debris from the rights-of-way. In addition to PUSH operations, ROW hauling, tree work and disposal operations, CrowderGulf also worked within Calcasieu Parish to remove debris from over 1,600 miles of drainage laterals throughout the Parish. As a result, over 2.2 million cubic yards of debris have been removed and disposed of from the ditches and waterways within the Parish.

2020 Hurricanes Hanna, Laura, Sally, and Zeta, TS Cristobal and Tornados												
34 Total Clients	**Number of Clients in 2020 Utilizing Tasks**											
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	DMS	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
$561,133,376	**5**	**25**	**20**	**49**	**25**	**23**	**13**	**10**	**8**	**9**	**24**	**2**

2019 Hurricane Dorian, TS Imelda, Tornado, Misc. Projects

Dorian, a Category 5 hurricane, left a devastating path of destruction before making landfall in Cape Hatteras as a Category 2 storm. On its journey along the eastern US coastline, Dorian skirted the South Carolina coastline with tropical storm force winds and torrential rains resulting in the activation of two CrowderGulf debris removal contracts. Hilton Head, and Dorchester County, South Carolina. Hilton Head requested an emergency push of debris from their roadways and Dorchester County, SC, activated their contract for the removal and grinding of vegetative debris and the managing and removal of debris from their citizen drop off sites. CrowderGulf responded immediately to both of these activations by sending emergency response crews to Hilton Head and simultaneously sending personnel and equipment resources to Dorchester.

CrowderGulf completed the push activation for Hilton Head in less than 24 hours and removed, reduced and disposed of over 31,294 cubic yards of debris for Dorchester County within 30 days. Although these were the only two contract activations, CrowderGulf performed numerous damage assessments for clients stretching from Florida to Virginia. In addition,–CrowderGulf performed several miscellaneous projects, one of which was for the City of Dickinson, Texas. CrowderGulf removed and disposed of waterway debris that was deposited in the Dickinson Bayou following Hurricane Harvey. This special Project resulted in the removal of 27,872 cubic yards of debris. CrowderGulf utilized self- loading barges, floating empty box barges and chain saw crews to remove the debris from the waterway. Additional work included bank and ditch clearing in which CrowderGulf utilized picker barges and forestry mulchers along with chain saw crews.

2019 Hurricane Dorian, TS Imelda, Tornado, Misc. projects									
7 Total Clients	Number of Clients in 2019 Utilizing Tasks								
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	White Goods	E-waste	ADMS Utilized	Waterway Debris
$4,558,359	1	4	4	4	1	1	1	4	1

2018 Hurricanes Florence and Michael

Hurricane Florence, a powerful and deadly Category 1 Hurricane took aim at the North Carolina coastline in September 2018. This deadly hurricane claimed 55 lives as it swept across the state. Hurricane Florence brought devastating rainfall that caused flooding to the large stretch of coastline and widespread inland flooding. Many of the state's major rivers and tributaries reached record level height as 30+ inches of rainfall drenched the area and closed major interstates and roadways for weeks.



CrowderGulf was activated on 18 pre-event contracts across the state of North Carolina which involved the removal and reduction of over 2.1 million cubic yards of debris, the removal of approximately 50,000 leaners and hangers and the management and maintenance of 16 DMS. In addition, CrowderGulf provided sand and beach restoration to North Top Sail Beach, Oak Island and Bald Head Island.

While working in North Carolina, CrowderGulf experienced contract requirements which presented their own unique challenges. Damage assessments were hampered by non-receding floodwaters causing the closure of many roads and the isolation of communities. CrowderGulf assisted communities with damage assessment by providing drone flyovers into flooded areas and working with local officials to identify alternate debris management sites not affected by floodwaters.

The community of Bald Head Island had its own set of unique challenges. Bald Head Island is an island off the coast of North Carolina separated from the mainland by the Cape Fear River, accessible only by ferry boat. The challenge of this contract involved the access of equipment to the island and the means of disposal of storm generated debris. CrowderGulf worked with Bald Head Island to provide debris collection and disposal services by setting up a debris reduction site on the island for the vegetative debris. At the vegetative debris site all material was reduced to mulch and then given back to the residents and local landscape businesses for residential use. CrowderGulf secured barges to transport the remaining materials, which included C&D and Household Hazardous Waste (HHW), across the Cape Fear River to final disposal sites.

During the Florence activations in North Carolina, the Florida Panhandle experienced the devastation of Hurricane Michael, a category IV storm. CrowderGulf had eleven additional contracts activated making a total of twenty-nine simultaneous activated contracts.

Hurricane Michael plowed into the Florida Panhandle on October 10 as a major Hurricane. It was the first Category 5 storm on record to hit the Florida Panhandle. Tropical storm-force winds extended more than 320 miles from the center, devastating the entire region. CrowderGulf holds many pre-event contracts within the area. Consequently, our Director of Operations and Florida Regional Manager were on the ground doing damage assessment within 2 hours of the storm's passing. We immediately mobilized hauling units to begin right-of-way (ROW) debris operations.

CrowderGulf removed, processed, reduced and disposed of approximately **10 Million Cubic Yards** of vegetative and construction/demolition debris at 26 Debris Management Sites (DMS) and 13 Final Disposal Facilities. More than 83,000 hazardous trees had falling hangers and leaners, and those limbs were cut to restore safe passage. CrowderGulf operations included demolition of structures and Private Property Debris Removal (PPDR) in Bay County and in Panama City, FL.

In all 2018 activations, CrowderGulf provided each client with the needed assets, both personnel and equipment, to successfully meet all contractual obligations within the specified time. This included safety, quality assurance and documentation personnel.

Immediately after Hurricane Michael's destruction, CrowderGulf responded to Florida with urgency, providing each Florida Client with their own trained Project Management team. CrowderGulf did not downsize equipment and personnel in North Carolina to respond to Florida. Instead, equipment and manpower **resources were doubled and, in some cases, tripled in our North Carolina contract activations.** Simultaneously, we responded to our Florida clients with full resources and had damage assessment **personnel on the ground within two hours of the storm's passing. CrowderGulf provided personnel, drones and helicopters for damage assessment and brought in our own professional videographer to capture storm damage and the debris removal process.**

2018 Hurricanes Florence, Michael										
34 Total Clients	Number of Clients in 2018 Hurricanes Utilizing Tasks									
Contract Amt	PUSH Ops	ROW Haul	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized
$285,300,477	4	35	33	33	25	5	5	1	2	35

2017 Hurricanes Harvey & Irma

The 2017 Hurricane Season was extremely challenging as Hurricane Harvey caused extensive damage to the Texas Coast. Two weeks later, Hurricane Irma impacted the Florida Keys and continued its damage all the way to South and North Carolina. In Texas, CrowderGulf had 26 contracts activated and debris removal operations were in full swing. Then Hurricane Irma visited Florida, leaving behind great damage and devastation. As a result, CrowderGulf's resources had to be quickly expanded and adjusted to meet the needs of 67 clients in Florida. The focus was on serving all affected clients
i

n both states as quickly and efficiently as possible. As a result, all jobs were completed within the clients' timelines.

2017 Hurricane Harvey, Irma, Nate, TS Cindy, Tornado Projects and Tasks											
98 Total Clients	Number of Clients in 2017 Utilizing Task										
Contract Amt	PUSH Ops	ROW Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	E-waste	HHW	ADMS Utilized	Waterway Debris
$303,777,662	7	91	49	91	36	12	18	15	15	79	2

2016 Hurricane Matthew, Floods and Storms

Florida - Following Hurricane Matthew impacting the east coast of Florida, CrowderGulf received 13 Florida contract activations from counties and cities as far south as Martin County and as far north as Duval County. Utilizing 18 Project Managers, and numerous field supervisors and equipment assets, CrowderGulf removed over 1.5 million cubic yards of debris and managed 13 DMS locations. Recovery efforts in Florida were over $30 million.

Georgia - On October 7th, 2016, Hurricane Matthew began its devastating impacts on thirteen Counties in Georgia. CrowderGulf's debris contracts were activated the following week in Liberty County (serving the County and the Cities of Hinesville, Midway and Riceboro) as well as two contract activations in Chatham County. The storm left over 180,000 cubic yards of vegetative debris, 2,055 leaners and hangers, 727 stumps and 75 tons of C&D to be removed, reduced (by air curtain incineration) and disposed of in Liberty County. During our kick-off meeting, CrowderGulf was made aware that the County elected to participate in the Public Assistance Pilot Program for expedited debris removal. CrowderGulf immediately began ramping up resources to successfully remove, reduce and dispose of all debris within the given timeframe established by the County. Invoicing for the County was submitted in 30-day increments and supported by daily progress reports by both CrowderGulf and the monitoring Company. This close working relationship made participation in the **Pilot Program successful** for the County. The total project cost for Liberty County was over $1.5 million.

South Carolina - CrowderGulf was also activated by Hilton Head Island (HHI) on October 7, 2016. CrowderGulf supplied over 125 pieces of equipment which included 6 grinders and a Trammel sand screen, plus an additional 300+ personnel to assist HHI's 12 communities with recovery operations. Reduction operations consisted of chipping and mulching at both Debris Management Site (DMS) locations. CrowderGulf removed, reduced and disposed of over 3 million cubic yards of vegetative debris, over 10,000 cubic yards of C&D, removed over 40,000 hangers and 5,000 leaners, and managed 2 DMS locations on the Island, for a total project cost of over $30 million.

Texas Tornado and Storms– Starting in late December 2015, Severe Storms made their way through Texas (FEMA-4255-DR-TX) causing flooding and tornados. Our first activation of the year was requested by Rowlett, TX. A tornado ripped through the town causing C&D debris to be scattered in its path. Over 70,000 cubic yards of debris was collected and disposed after this event. CrowderGulf was also tasked to remove and dispose of 140 white goods and 49 e-waste debris. It took 37 days to complete the project under the City's management.

Louisiana Storms – Louisiana received their share of severe storms and flooding (FEMA-4263-DR-LA) in 2016. CrowderGulf was activated in March by St. John the Baptist Parish and Ouachita Parish after a flooding event. St. John the Baptist Parish relied on volunteers and its citizens to help in the recovery.

In August, Louisiana again experienced storms that caused severe flooding. CrowderGulf was awarded a contract for debris removal in East Baton Rouge Parish. Over 300,000 CY of debris hauled were C&D and HHW.

Virginia – Late January 2016, Virginia was the target for a winter storm (FEMA-4262-DR-VA). Approximately 16,000 cubic yards of vegetative, C&D and stump debris were collected, transported and disposed from the ROW in Essex County, VA, due to this winter storm. The project was completed in 20 days and involved CrowderGulf working with the County, Virginia Peninsulas Public Service Authority (VPPSA).

2016 Hurricane Matthew, Hermine, Storms, Flooding, and Tornado Projects										
51 Total Clients	Number of Clients in 2016 Utilizing Task									
Contract Amt	PUSH Ops	ROW Hauling	Debris Reduction	Debris Disposal	Tree Work	Stumps	White Goods	ADMS Utilized	Waterway Debris	Special Projects
$99,983,827	8	33	24	33	12	6	2	18	1	5

2015 Floods & Storms

Ice Storms - Early in 2015 the City of Raleigh activated the Pre-Event Contract and called on CrowderGulf to support debris removal operations within the City. The operation consisted of debris pickup from rights-of-way. CrowderGulf removed approximately 30,000 cubic yards of debris during the weeklong project.

South Carolina Flooding - On October 7, 2015, the South Carolina Department of Transportation (SCDOT), activated the CrowderGulf Pre-event Contract for *Disaster Recovery Assistance following a Declared Disaster*, to remove and dispose of flood debris from State maintained roads within Richland and Lexington County, SC. Soon thereafter, both Richland and Lexington County executed Memorandums of Understanding (MOU) with the SCDOT to enable CrowderGulf to also remove and dispose of flood generated debris from County maintained roads. Overall CrowderGulf removed and disposed of over 33,000 cubic yards of debris, 20,000 pounds of HHW, 300 White Goods and 400 Electronic Goods. The majority of the above operations were completed within the first 30 days of the FEMA incident period to aid the State and Counties in applying for 85% reimbursement from the Federal Emergency Management Agency (FEMA).

2015 Storms Projects and Tasks								
15 Total Clients	Number of Clients in 2015 Storms Utilizing Task							
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	White Goods/ E-waste	HHW	Waterway Debris	Sand/ Beach Work	Special Projects
$2,311,844	9	1	12	1	1	5	1	8

2014 Storms

Severe Flooding Event for the States of Alabama and Florida - Following 18-22 inches of rainfall in the States of Alabama and Florida coupled with tornados across the State of Alabama in April, CrowderGulf was activated by **eight** Alabama Contracts (Baldwin, Blount, DeKalb and Limestone Counties, and the Cities of Orange Beach, and Perdido Beach as well as the Alabama Department of Conservation and Natural Resources and Alabama Department of Transportation) and **two** Florida Contracts (Escambia and Walton Counties). **Ice Storms Pax and Ulysses** - These February 2014 ice storms produced primarily tree damage. CrowderGulf had **three** pre-event contracts activated as a result of these storms. In both Berkeley County, SC, and Dorchester County, SC, CrowderGulf performed ROW debris removal, reduction, and final disposal of vegetative debris.

2014 Storms Projects and Tasks										
14 Total Clients	Number of Clients in 2014 Storms Utilizing Task									
Contract Amt	ROW Hauling	Debris Reduction	Debris Disposal	Burn	Grind	L&H	Stump Work	Waterway Debris	Sand/ Beach Work	Special Projects
$9,866,559	9	5	10	1	3	5	3	2	1	1

2012 Tropical Storms Beryl and Debby; Hurricanes Isaac and Sandy

Tropical Storms Beryl and Debby - Following two early season tropical storms, CrowderGulf was activated for debris removal in Nassau County, FL; Polk County, FL; and the Town of Fort Myers Beach, FL. The work consisted of hauling and reducing vegetative debris and cleaning and restoring beaches. After **Hurricane Isaac,** CrowderGulf had **nine** contracts activated across three states. Our work ranged from providing emergency "Push" operations in Key West, FL, sand removal and sand screening for the Town of Dauphin Island, AL, to debris removal and reduction, providing generators and removal of hazardous leaners and hangers.

Hurricane Sandy – This late season storm at the end of October affected the entire Eastern Seaboard from Florida to the New England states. By far, the greatest damage was inflicted on the New York and New Jersey coasts. As part of the "Superstorm Sandy" cleanup, the State of New Jersey Department of Environmental Protection (NJDEP) awarded three waterway contracts in January 2013. CrowderGulf was awarded the central coast of New Jersey where **the worst damage occurred.** In this area, the ocean surged over the densely populated chain of barrier islands and into Barnegat Bay causing massive destruction to the homes in its path. As a result, debris, sand, and multiple homes were washed into the Bay. Some homes were left almost intact while others were torn apart and strewn across the Bay waters.

CrowderGulf was tasked with removing all storm related debris from the Bay and all tributaries in the central region of New Jersey, including wetlands and salt marshes. Submerged debris required using side scan sonar to locate and document the submerged storm debris. CrowderGulf conducted side scan sonar, evaluated the results, and then directed crews to remove the identified debris. **Over 100,000 cubic yards of submerged and floating debris were removed.**

Crews completed the removal of eligible floating and submerged debris in approximately eight months. Part of this operation was the management of the aggregate site for the vessels and vehicles removed from the waterways, which included **6** vehicles and **117** vessels.

The Sandy waterway project in New Jersey presented several unique situations such as the requirement that no waterway debris could touch the ground. The debris had to be off-loaded directly into a debris hauling truck and taken to the final disposal site. CrowderGulf had to secure several off-load sites and each site had to be approved by the NJDEP. Both public and private sites were identified, and all necessary documentation secured before any site was used.

Besides removing eligible submerged debris, four large homes that were pushed into Barnegat Bay had to be demolished and removed. This was a slow and careful process conducted on the water using long-reach track hoes with grapples on barges to take the houses apart and load the debris onto debris barges. The house debris was taken to the off-load site and loaded into hauling trucks for disposal.
The tremendous number of debris that was deposited in the wetlands and salt marshes presented another unique situation. CrowderGulf was tasked with removing the eligible debris while ensuring minimal disturbance to these areas. CrowderGulf used specialized low ground pressure amphibious equipment to minimize further damage to the sensitive areas. In addition, all work was scheduled to accommodate the endangered/protected species in the region. Another unique aspect of this contract was the removal of over 300,000 cubic yards of displaced sediment that Sandy washed into Barnegat Bay. The operation involved mechanical dredging, hydrographic surveying, staging the dredged sediment for drying, screening the sediment, replacing beach quality sand on the ocean side, and hauling the remainder of the sediment and debris to a certified disposal site.

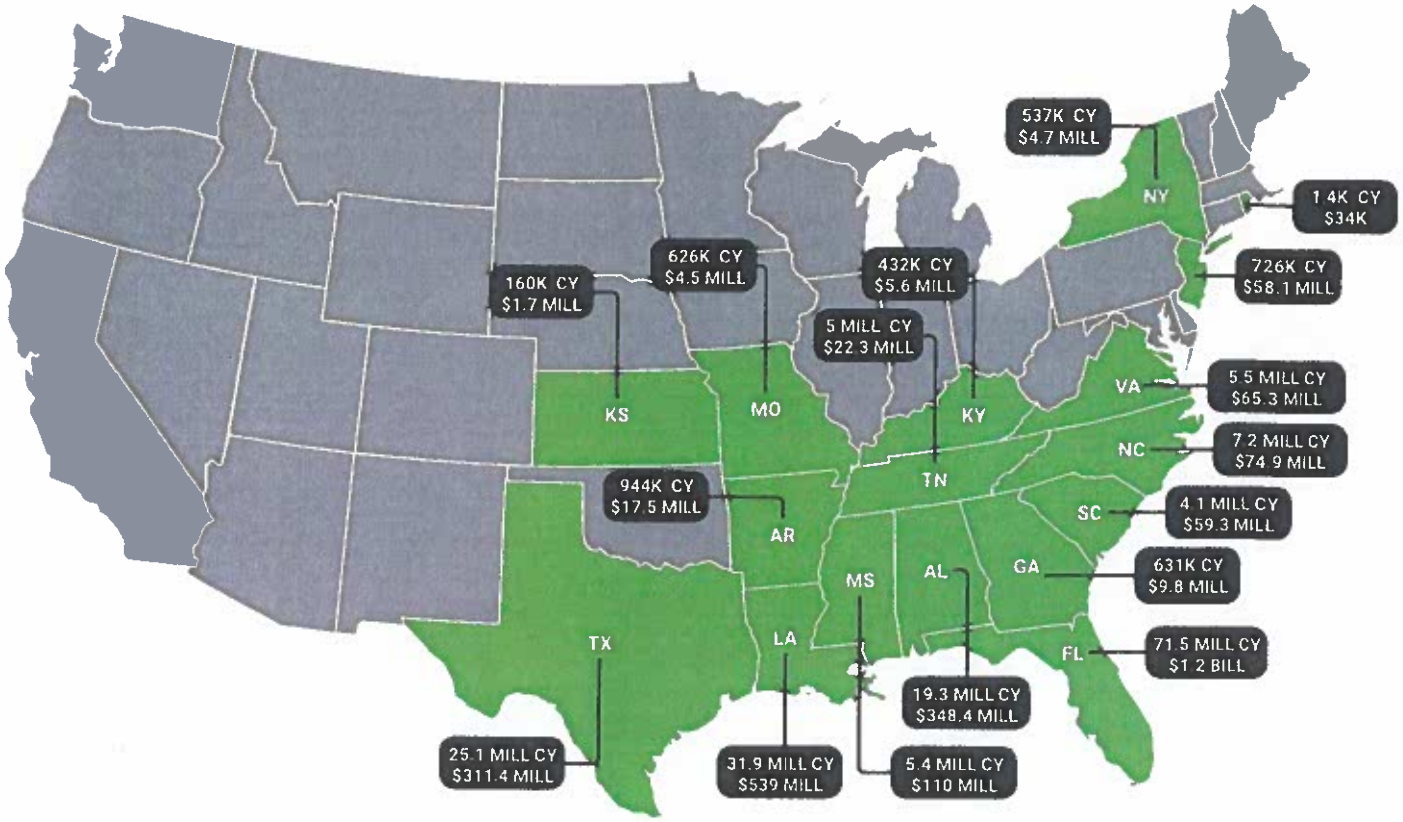
As a result, over **320,000** cubic yards of displaced sediment were dredged from the Bay areas and over 100,000 cubic yards of sediment were screened and returned to beach quality sand. The documentation for this part of the Sandy project required a combination of measures be implemented to document the dredged sediment. Pre- and post-hydrographic surveys were used in measuring the dredging that was done. The dirty and screened sediment, and resulting debris, were measured by truck loads and documented using cubic yards and truck load tickets.

CrowderGulf is the most experienced contractor in waterway disaster debris removal. During this project, several of our documentation methods and procedures were adopted and used as a model for the other two companies working under this contract.
Other projects, as a result of Hurricane Sandy, included activation by two coastal towns, one in Florida and the other in North Carolina. In November 2012, CrowderGulf hauled and removed vegetative and C&D debris for Kitty Hawk, NC, and provided sand removal operations for roadways in Ft. Lauderdale, FL. These contracts resulted in the removal of over **274,725** cubic yards of debris at a cost of **$3,016,226**.

Overall, during the 2012 season of two tropical storms and two hurricanes, CrowderGulf managed 15 subcontractors, which included 274 trucks, 3 tree crews, and multiple boat crews, side scan sonar crews, dredging and hydrographic surveying crews.

2012 Tropical Storm Beryl & Debby; Hurricanes Isaac & Sandy Projects and Tasks												
13 Total Clients	Number of Clients in 2012 Utilizing Task											
Contract Amt	Push	ROW Hauling	Debris Reduction	Debris Disposal	Grind	Vessel/ Vehicle Removal	L&H	Waterway Debris	Side Scan Sonar	Sand/ Beach Work	Special Projects	Generators
$60,627,670	1	7	3	8	3	2	1	1	1	8	6	1

CrowderGulf's At a Glance - Historical Workload & Experience across the U.S.



Technical Approach – Debris Operations Plan

The CrowderGulf **Debris Management and Operations Plan** establishes an early appraisal of disaster damage, moves trained and well-equipped crews into affected areas in the shortest time possible and follows a disaster-specific work plan. This ensures that our personnel and equipment will be mobilized and in place to remove and reduce debris in the most efficient and effective manner and with the least possible impact to citizens.

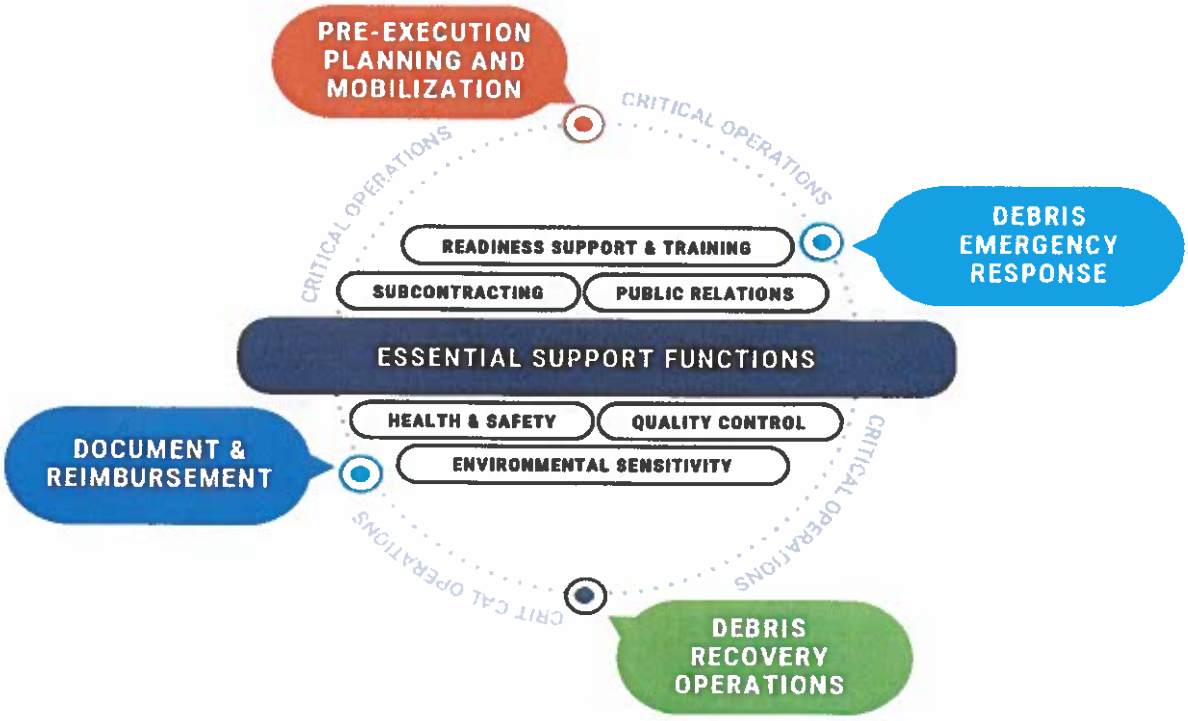
The amount of damage that occurs during a natural disaster and the effort required to restore the affected areas varies with each situation. CrowderGulf's comprehensive **Debris Management and Operations Plan is a flexible strategy that integrates Critical Operations and Essential Support Functions** to insure the most efficient and cost-effective debris management for the City of Tyler. These Operations and Functions are identified below and fully defined in the following sections. Each is integral to a comprehensive debris management effort.

Critical Operations *(action items that are set in motion by an event)*

- Pre-Execution Planning and Mobilization
- Debris Emergency Response
- Debris Recovery Operations
- Documentation and Reimbursement

Essential Support Functions *(support functions for Critical Operations)*

- Readiness Support and Training
- Subcontracting
- Quality Control
- Health and Safety
- Environmental Sensitivity
- Public Relations



The **Debris Management and Operations Plan** was developed with only one objective – **to assist Clients that have suffered the effects of a disaster return to normal as quickly, as efficiently and as inexpensively as possible.** The Plan's components have been the cornerstone of all of CrowderGulf's disaster relief efforts for the past 50 years. When an event is likely to occur, all stakeholders are put on alert and resources are marshaled. Immediately after the event occurs, Mobilization of personnel and equipment resources begins in anticipation of the initial Debris Emergency Response or "PUSH" period. As additional resources flow to the impacted areas, Debris Recovery Operations – the most demanding phase - is initiated. This is the phase in which CrowderGulf delivers what it has promised and makes certain that debris is removed and reduced as quickly and as efficiently as possible. Throughout the operation, the Documentation of all work must be completely and accurately documented in order for Reimbursement to occur.

The four Critical Operations described here - **Mobilization, Debris Emergency Response, Debris Recovery Operations and Documentation and Reimbursement** - form the central core of the CrowderGulf Debris Management and Operations Plan. These elements are supported and enabled by six Essential Support Functions. Although not as visible during the debris management process, each support function - **Readiness Support and Training, Subcontracting, Quality Control, Health and Safety, Environmental Sensitivity, and Public Relations,** - is fundamentally important to CrowderGulf being able to provide a successful debris management effort. All of these elements are discussed briefly in the following sections.

CRITICAL OPERATIONS



➢ Pre-Execution Planning & Mobilization

Alert and Team Notifications

If there is advanced notice (i.e., a hurricane), this phase will commence as soon as a disaster appears to be a credible threat to the City of Tyler. The CrowderGulf call-down list will be checked to verify accuracy. Field Project Managers and Field Supervisors will be advised to check e-mail and voice mail at least twice a day, and additional communication devices and cell phones may be distributed to key personnel. The CrowderGulf Director of Operations will assess the information received from the National Weather Service and in consultation with the City of Tyler's Debris Manager will determine the necessity for a full notification action. If it is determined that notification is needed, he will direct activation of the CrowderGulf Calling Plan with stand-by instructions for individual contractors/subcontractors to be notified. Specific individuals will be called, and, in turn, they will call additional CrowderGulf employees in a rapid cascading manner. This list of calling assignments is kept current with no less than two exercises per year if not exercised for a legitimate activation preparation.

Preparation and Pre-Execution Planning

Based on the high probability of a known event, the Director of Operations (DO) will direct initial preparation of manpower and equipment. He will inform all responding personnel as to situation status, departure, tasking and assets to mobilize. The Director of Operations will manage the commencement of mobilization, the tasking of the support units, and the dispatch of managers, crews and equipment.

Mobilization of Resources

CrowderGulf shall contact the City's Debris Manager a minimum of 48 hours prior to a hurricane event or immediately upon the occurrence of a major disaster or debris generating event in which there is no advance warning. Mobilization will take place immediately upon receipt of a NTP and in accordance with requirements as defined by the City's Debris Manager. Within eight hours of receiving the NTP, CrowderGulf management team will be working on site with the City and its Debris Manager to begin planning the required mobilization and operations for debris removal. Debris removal from streets and roads ("PUSH") shall begin within 12 hours of receipt of the NTP and reduction and disposal operations shall be in full operation within 48-72 hours.

The severity of the disaster will determine how many employees and/or subcontractors will be assigned to a specific disaster event. Depending on the scope of the disaster, CrowderGulf will use a combination of company crews and subcontractors to perform work. We will begin with CrowderGulf personnel and proceed to add additional manpower and subcontractors until we have a sufficient workforce in place to effectively manage and handle the disaster recovery effort. Specific management personnel that will be assigned to this contract are provided in later sections of this proposal.

Staffing the Emergency Operations Center

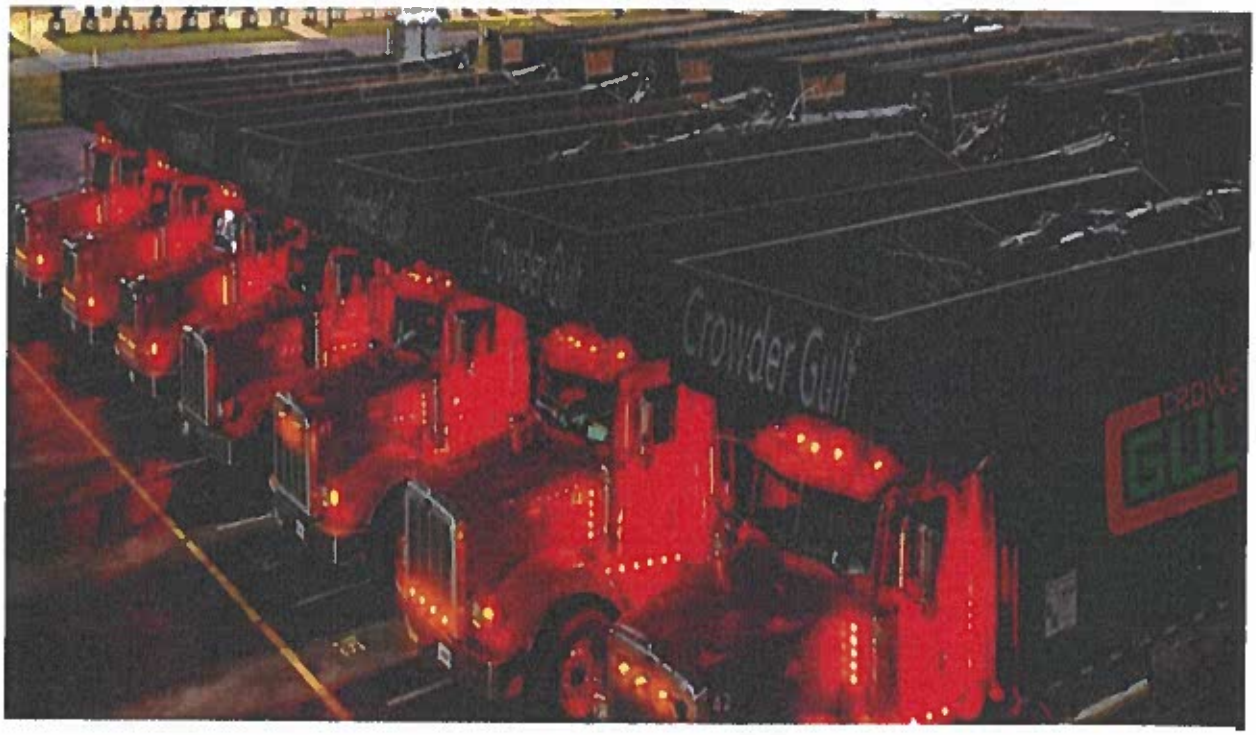
CrowderGulf will commit a senior employee to be stationed in the City's Emergency Operations Center (EOC) to coordinate plans for debris operations, communications and scheduling with the City's Emergency Management personnel. If requested by the City, this senior management representative will be on site in the Emergency Operations Center prior to storm landfall.

Staging of Resources

When a disaster is imminent, we will review the need for staging equipment within a safe distance (100-150 miles) from the potential area of impact. Local equipment and resources will be secured in safe locations and ready for mobilization. As soon as the storm passes the area and a Task Order (TO) issued, equipment and manpower will be staged at a convenient location near the truck certification area for the City.

Very early in the mobilization process, CrowderGulf will obtain a large hard surfaced parking area which will be used as a staging area to begin truck and equipment certification and safety inspections. These important steps must take place in advance of moving debris on a unit price payment basis.

The staging area becomes the initial reporting location for all subcontractors. Subcontractors employed under pre-event subcontracts, subcontractors and individuals seeking work, and potential suppliers and vendors, will be directed to this central point. If necessary, we will position a Mobile Emergency Response Command Center Unit at this location to facilitate operations. Additionally, if temporary fueling and shelter facilities are required, they will be positioned at this location, if possible.



Communications/Mobile Command Center

Should disaster conditions warrant the need, CrowderGulf may establish a self-sufficient Mobile Command Center, with full **communications capability,** in the disaster area and dedicate it solely to the recovery effort. The CrowderGulf Command Center is a state-of-the art Prevost bus that provides living quarters and a fully functioning office space for our key management personnel. The Command Center gives CrowderGulf the ability to position key people in disaster areas that are otherwise uninhabitable. This invaluable tool allows CrowderGulf to provide our clients with unmatched response times when it matters most.



Operational Support

CrowderGulf's main office will serve as headquarters for "back-office" operational support and documentation center. Throughout the project, this office will support field operations on all levels and maintain backup files and records for reimbursement.

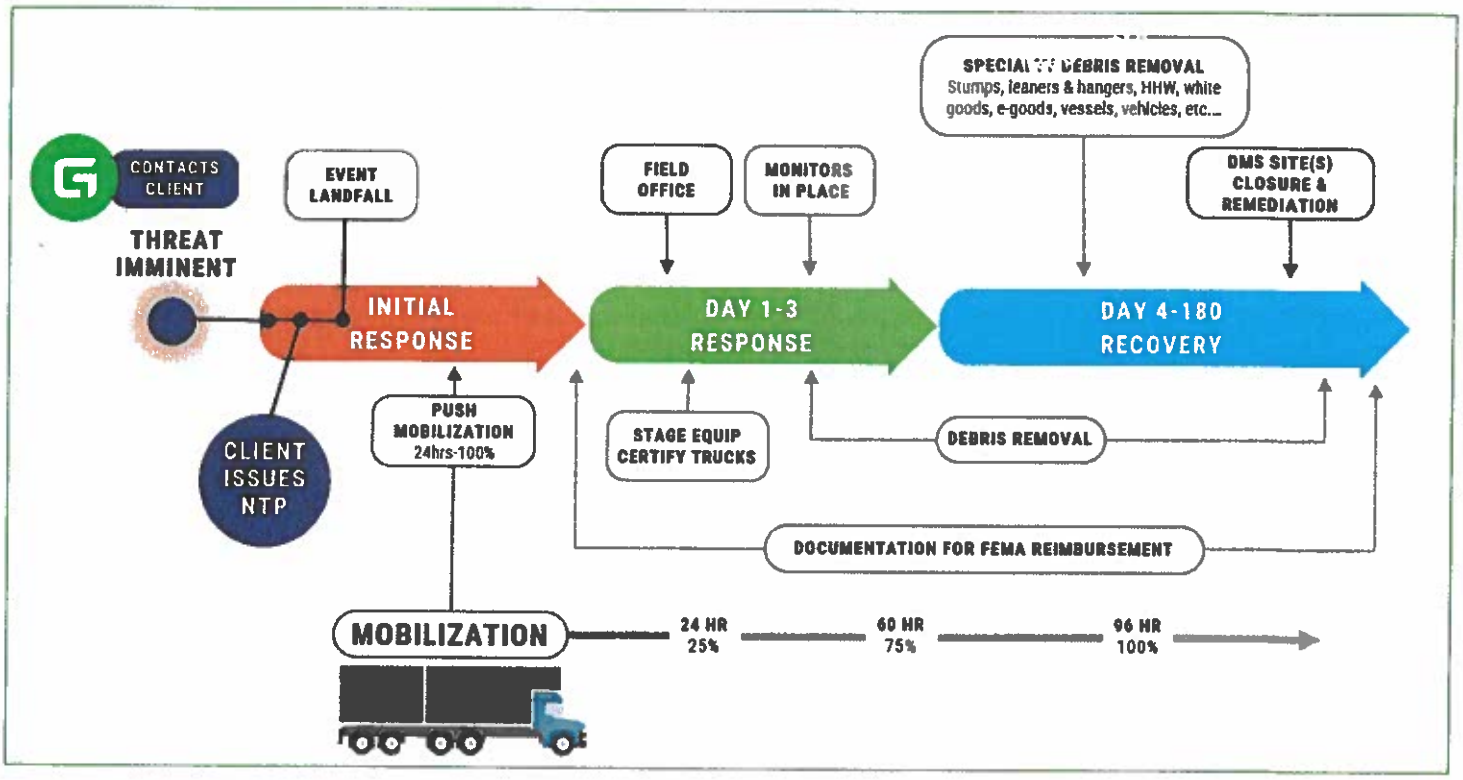
Sample Mobilization Parameters

Below are CrowderGulf's anticipated mobilization timelines for debris removal work. CrowderGulf has never failed to meet the end timelines for completing all projects and remains committed to meeting all timelines.

- Contacting the City's Emergency Operations Manager 48-72 hours prior to a predicted disaster event.
- Providing onsite Operation Managers to the City's Emergency Operations Center 24-48 hours prior to a predicted disaster event or upon receiving notification of pending activation, if requested.
- Staging personnel and equipment in close proximity to the City in order to provide rapid deployment after the storm, while protecting those assets from damage/destruction by the event.
- Mobilizing resources and being operational for clearing debris and opening critical routes ("PUSH") within 24-48 hours of NTP if requested by the City.
- Being fully operational for hauling, sorting, and storing of debris within 48 hours of initial NTP.
- Being fully operational for reduction and disposal of debris within 72 hours of initial NTP.
- Maintaining full operational capability, 24 hours per day, 7 days per week for an extended period of time.

- Being able to clear all debris from all City maintained streets, roads and highway rights-of-way within 90 days from initial NTP.
- Rapidly adjusting the flow of resources based on the extent and magnitude of damage/debris.
- Providing Rapid Response Crews (RRC) as may be required.
- Being able to complete the entire debris management process from initial clearance through final disposal within 180 days from initial NTP or sooner as determined by the City's notice to proceed.

SAMPLE Response and Recovery Timeline
Debris Removal, Reduction and Disposal Operations



Because each activation / storm presents separate challenges and situations, the above information has been provided as a sample. During our pre-event training sessions with the City, we will work to frame out possible timelines for minor and major activations.

➢ Debris Emergency Response

Debris Response activities occur immediately after an event in order to clear emergency access routes. This initial phase of operations normally consists of clearing debris that may hinder immediate lifesaving actions within the disaster area and/or pose an immediate threat to public health and safety. The Debris Response phase includes immediate actions for the removal of debris in order to facilitate search and rescue efforts, allow access to critical facilities, and prevent flooding. Actions required during the response phase are usually completed within a matter of days following a disaster event. During Debris Response, CrowderGulf will conduct an emergency "PUSH" of critical streets and roads sufficient to allow for the movement of emergency vehicles. "PUSH" crews can be on-site and working within hours of an event. City staff shall determine priorities for "PUSH" activities with primary emphasis on major thoroughfares. Multiple crews will be conducting emergency "PUSH" activities within 24 hours of receipt of an NTP.

Requirements for government services increase dramatically following a major disaster. After emergency access has been provided to hospitals, police and fire stations, the next priority normally is to open access to other critical community facilities, such as schools, municipal buildings, water treatment plants, wastewater treatment plants, power generation units, airports and seaports.

As soon as critical facility locations are identified, CrowderGulf will dispatch "clearing crews". Depending on the damage, multiple crews will be deployed within 48 hours of receiving an NTP. The "clearing crews" will use all available resources with focus on local personnel and firms. Each "clearing crew" at a minimum will consist of:

- Two pieces of rubber-tired pushing / loading equipment such as backhoe loaders, rubber tired front-end loaders, and skid steer loaders with operators
- Two - three chain saw operators, laborers, flaggers with transport vehicles
- Five 16 to 20 cubic yard capacity dump trucks with drivers
- One Quality Control/Foreman with communications capability and pickup truck
- Equipment and resources needed to transport crew from one site to another

To maximize efficiency, the clearing crew may, depending on the size of the roadway and severity of damage, split into two work teams clearing at different locations on the same street or road. If a crew divides into two work teams, visual contact and effective radio or cellular communication will be maintained between the teams.

When needed, Search and Rescue Support Crews will be provided. At a minimum, each crew will consist of the following:

- One track hoe excavator, minimum 150hp with operator,
- Three laborers/riggers
- One crew foreman
- Slings, riggings, implements
- Transport equipment

The safety of the clearing crews in this early stage of work will be a paramount concern. Downed power lines, falling trees, equipment and chain saw injuries, worker fatigue, and a host of unanticipated hazards demand constant attention by all team members. Therefore, **toolbox safety discussions** will be a **daily requirement** for the team. Work areas will be surveyed for hazards before work begins and throughout the clearing operation. Special hazard observation responsibility will be assigned to the Quality Control Manager.

The following is an example a Debris Response priority list with an Operational Triage approach:	
Primary	**Secondary**
• Fire, police, and ambulance service routes	• Major arterial routes
• Access routes to hospitals, trauma units, and nursing centers	• Utility access routes
• Routes to the emergency operations center	• Communication towers and systems access
• Routes to government facilities	• Routes to shelters
• Supply routes to emergency supply distribution centers	• Routes to the disaster debris management sites (DMS)

All Emergency Road Clearance Objectives will be handled with the same quality, commitment, and close-coordination CrowderGulf employs in all its operations. Priority objectives typically involve the human element of storm response, and the emergency personnel and services that are an integral part of Public Safety both before and after an event. Resources will be allocated based on exigent need, and by City request. All other feeder roads and residential streets are normally cleared as soon as the emergency and major access routes are cleared, and the City transitions to the recovery operations.



"I would like to Thank you all, Ashley and her staff, for all of your help in providing information and documentation needed to close out our 2004/2005 Hurricanes with FEMA. It is comforting to know that we can rely on your company to provide accurate information 4 to 5 years after the fact."

Jesse Wright, Village Supervisor
Village of Wellington, FL

➢ Debris Recovery Operations

Debris Recovery consists of the removal and disposal of FEMA eligible storm generated debris in order to ensure the orderly recovery of the community and eliminate less immediate threats to public health and safety. The debris removal, reduction and disposal procedures are addressed in specific detail in the following paragraphs.

Important Operational Considerations: At this point in the operation, decisions regarding the movement, storage, reduction and disposal of the debris will have a huge impact on the efficiency and effectiveness of the overall project. As in all CrowderGulf debris operations, we apply a set of standard principles to managing debris operations which include but are not limited to the following:

- Never load debris on a truck before the Debris Management Site (DMS) or Landfill has been identified.
- Handle only debris that meets FEMA's eligibility criteria.
- Sort debris before initial loading, whenever possible, to increase efficiency.
- Clean streets/roads thoroughly at each pass, i.e., "Clean as You Go" policy.
- If possible, load debris only once and deliver it directly to the final disposal site.
- Use temporary debris management sites (DMS) only when they increase operational efficiency.
- Use the most efficient reduction method approved by the client.
- Recycle if costs to benefits are favorable.
- Use privately-owned or, if available, publicly owned landfills for final disposal.

Collection Methods

The fundamental component of a debris management plan is the collection of debris. Implementation of debris collection immediately after a disaster event will assure the public that recovery efforts are in progress and that the community will return to normal quickly. The debris type, amount, and urgency determine which collection method is used. The two main methods of debris collection are curbside collection and collection centers. Both types of collection methods may be used and will be determined by the City of Tyler.

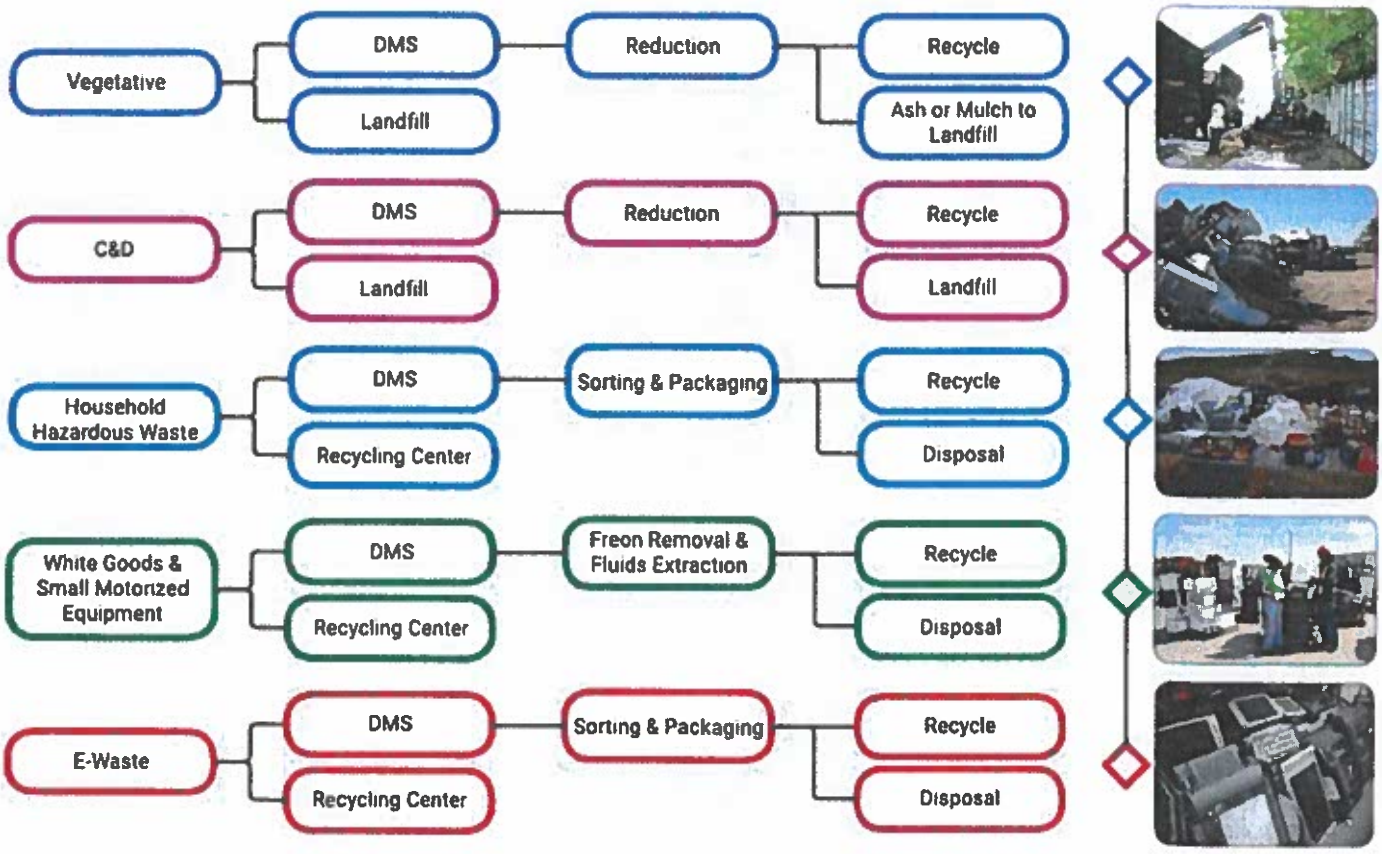
Curbside collection requires that only storm related debris be placed at the curb or public rights-of-way. *Source-segregated debris collection* offers the potential of high salvage value and efficient recycling/reduction processing. This method is important when collecting hazardous and environmentally sensitive debris, such as household hazardous waste and white goods. *Collecting mixed debris (veg & C&D)* allows for residents to place all debris types in one specified area, usually along the public rights-of-way in front of their residence. While this is the most convenient for the public, it does not facilitate effective recycling and reduction efforts. Anytime vegetative debris is mixed with C&D, FEMA requires that the load be called C&D. When debris is mixed, recycling and reduction efforts are often prolonged and operational costs are increased when crews are able to separate the mixed debris.

Collection Centers, the second type of collection method, relies on having residents transport their debris to a common location. Large roll-off bins may be placed on public rights-of-way or public property for the residents to bring their debris for collection. Separate bins can be designated for particular types of debris. If Collection Centers are used, they must be monitored to ensure that all debris is storm-related eligible debris and owned citizens of the City.

Regardless of the collection methods used, educating the residents before a disaster occurs and keeping them informed after a disaster about the how, when and where of debris removal operations will alleviate a lot of stress for everyone. CrowderGulf can assist with keeping the public informed with the information needed to get their debris removed safely and in a timely manner.

Debris Types

The City of Tyler will determine the scope of the debris to be managed under this contract. However, CrowderGulf is prepared to assist the City in hauling, reducing and disposing of all eligible debris types in accordance with FEMA Public Assistance Program and Policy Guide. These include vegetative debris, construction & demolition (C&D) debris, hazardous wastes, white goods, household hazardous waste (HHW), electronic waste, abandoned vehicles and vessels, putrescent debris, infectious waste, chemical, biological, radiological, and nuclear-contaminated debris. The following diagram is a breakdown of the general **debris stream**:



Truck Certification

All debris hauling trucks will be certified by the City or a City representative/debris monitoring firm before any hauling begins. The inside bed dimensions of all trucks will be accurately measured, and all safety requirements will be checked and approved. This information along with the description and a picture of the truck, driver's name, license and tag number will be recorded on the FEMA compliant certification forms provided by CrowderGulf. The City will retain the original copy of the form and provide CrowderGulf and the driver with copies. The driver's copy must remain in the truck at all times. A placard displaying the truck's identification and measurement information will be displayed on both sides of the vehicle at all times. Specific truck documentation requirements are discussed in the **Documentation and Reimbursement** Section of this proposal.

Sectoring and Crew Assignments

Upon NTP, CrowderGulf will assist the City of Tyler in assessing damage and developing a specific plan of action. The damaged areas will be divided into sectors and crews, subcontractors, and equipment will be assigned. All areas will be served simultaneously.

Loading Debris

Prerequisites for Loading Debris:

- Truck certification and safety inspections completed on all trucks hauling debris
- Identification of disposal site
- If needed for efficiency, identification and preparation of debris management sites
- Sectioning of City with subcontractor assignments
- Quality Control organization operational
- Load ticketing and data management process operational
- Accident Prevention Plan (APP), Site Safety and Health Plans (SSHP), Activity Hazard Analyses (AHAs)
- Initial safety and health briefing for all personnel complete
- Specific training on traffic control complete for all debris crews
- Preparatory inspections of each worksite by Quality Control staff and debris crew foreman
- Work area cleared of safety and health hazards such as downed power lines and hazardous materials
- Inspection of work area for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment
- FEMA debris eligibility criteria communicated to all Crew Foremen, Superintendents, Quality Control staff, Project Managers, and Equipment Operators
- Overhead power lines and other utility lines identified for safe clearance of loading equipment

Crew Composition

CrowderGulf matches equipment to the requirements of the task. Crew composition varies depending on the type of equipment used in performing the loading operation. For example, crews with self-loading trucks do not need separate loading equipment that is required to support a crew consisting of dump trucks or trailers. However, every crew requires traffic control personnel, a foreman and a designated quality control person. Also, each crew requires a chain saw operator and laborer(s) to assist in the ground support work. Usually each piece of loading equipment (self-loading truck or separate loader) is supported by one saw operator, two laborers and two flaggers. At a minimum, debris separation crews will consist of two laborers, one chain saw operator with saw, one skid steer loader with operator and implements, all equipment necessary to transport personnel and equipment from one work site to another. When necessary, ground crews will separate and sort the debris by type, saw fallen trees and vegetative debris at the public rights-of-way, and be constantly alert for water meters, fire hydrants, utility pedestals and other infrastructure components that could be damaged by equipment.

Crew Sizes

The size of debris loading crews will be dictated by the severity and localization of damage. Each crew foreman will be experienced in organizing and directing debris crews and will be provided with sufficient chain saw operators, flagmen, laborers and knuckle boom operators to assure rapid and efficient debris removal. **An example of a Crew is demonstrated in the chart below:**

Manpower/Equipment Required	Task Responsibility	No. per Crew
Crew Foreman with experience in organizing & running crews with previous work in disaster related jobs	Provide on-site management of crew to ensure quality performance, safety & maximum productivity	1
80 - 140 CY self-loader trucks &/or 20 – 60 CY dump trucks with skilled operators, all with skilled, experienced operators	Pick up debris from curbside & haul to DMS or final disposal	4-6 (or as area dictates)
Chain Saws & Experienced Operators (as needed)	Reduce large trees & limbs to manageable size & trim debris hanging from loaded trucks	1-2
Flagmen	Direct traffic flow & truck movement	3-6
Laborers	Gather small debris that loaders are unable to grasp	2

Truck and Equipment Considerations

The number of debris hauling trucks assigned to each crew will be determined by the time required to transport a load of debris to the disposal site, dump the load and return to the loading site. Sufficient trucks or trailer hauling equipment will be assigned to each crew to preclude having idle loading equipment. If hauling equipment is found idle and frequently waiting to be loaded, some of the hauling equipment will be reassigned to other crews. Crews will be adjusted as needed to maximize the use of all trucks and equipment.

Often on the first pass of debris removal operations, large stumps, tree trunks and other heavy debris must be left for loading by larger more specialized equipment. CrowderGulf will make every attempt to "Clean as You Go". However, there are situations when the need for expedient debris removal precludes achieving this standard completely. As required and directed, specialized equipment will be mobilized on subsequent passes to handle the removal of stumps, other large debris and backfill of stump holes.

Truck Drivers will not be issued a load ticket until:

- The tailgate is secured to prevent debris from falling out of the truck while in route to disposal site
- The trimming of overhanging limbs and debris from around the truck or trailer is complete. This includes debris protruding from the truck bed that may pose a risk of utility line damage. (Actual height depends on local line installation height)
- The debris hauling container is loaded as completely (fully) as safely possible

Once the load ticket is issued, the truck driver will safely move the vehicle out of the loading zone and into normal traffic flow in route to the disposal site or to a Debris Management Site (DMS).

Repair and Maintenance Equipment

CrowderGulf can perform maintenance and repair in the field where the work is happening. In the aftermath of a disaster, circumstances may prohibit local businesses from being available. The local resources may have experienced personal and/or business damages that take priority. To guarantee that we have safe, functioning equipment at all times, CrowderGulf has built a large support system of service trucks for our company-owned equipment and subcontractor equipment, should they need assistance.



Service Trucks - CrowderGulf often utilizes our fleet of smaller service vehicles. These are typically one plus ton trucks outfitted with specialized equipment to make field services easier to complete.

Features of these trucks include the following:

- Air Compressors
- Lubricant
- Welding Equipment
- Exhaust and other Fluids
- Boom Cranes
- Small Tools
- Tommy-gates
- Misc. Small Parts

Box Service Trucks - When a repair or service requires heavier equipment and additional support, CrowderGulf provides our "box trucks" which have several different types of equipment to allow the CrowderGulf employed full-time mechanic more options when conducting repairs. These units typically keep on hand the following supplies:

- Large air compressors
- Exhaust & other fluids
- Welding Equipment
- Several sets of various size tires
- Hydraulic hose crimping machines
- Hydraulic lines
- Small tools
- Hoses
- Lubricant
- Fittings
- Lift gates
- Misc. Small Parts

Mobile Repair Shop

CrowderGulf also owns a state-of-the-art mobile repair shop. This is a larger unit, towed by a semi-truck. Once set up in an area, this unit performs the same as a shop. Features of this unit are self-contained, diesel-powered electrical system, full hydraulic hose manufacturing ability, tool room, tire racks, outside flood lighting, and many other features that allows this unit to function like a full featured automotive repair shop. No matter the situation, CrowderGulf can utilize in-house assets to maintain our fleet during any size activation.

Hauling Debris

The hauling or transport process begins at the time the truck or trailer leaves the "loading zone". Safe transport of the debris material to the disposal site becomes the drivers' primary concern. Drivers remain responsible for their loads until safely dumped at the disposal site.

All drivers will follow the most direct and safe pre-planned route to the nearest disposal site. Particular attention to safety is required in the areas near school buses, school zones and other areas of pedestrian foot traffic. Tarps or load covers are applied as required by local or state regulations.

On arriving at the disposal site, the driver will maneuver the hauling container for inspection by a City representative in the inspection tower. The load will be "called" by the City representative estimating the percent of the full volume or by estimating the number of cubic yards short of full volume. Drivers working for CrowderGulf are instructed never to disagree or complain about the load "call". Any concerns the driver has are to be directed to his or her crew foreman or supervisor for resolution.

When the debris is safely delivered to the disposal site, it will be mandatory to dump the load only when the truck and trailer are level. This prevents the dangerous hazard of trucks and trailers tipping over. CrowderGulf will employ spotters at the dumpsite to assist drivers in dumping safely.

When the dumping process is complete, the driver will maneuver the hauling container back to the inspection tower for a quick check to make sure all debris has been removed during the dumping process. Any debris hung in the truck or trailer bed must be removed before the truck or trailer leaves the disposal site.

All dumpsites will have a dumpsite manager to supervise and oversee the daily operations. A safety officer will also be onsite to ensure all safety measures are being executed. Flaggers will be strategically placed at the site to direct traffic flow safely into and out of the disposal site.

Debris Hauling Prerequisites:

- Debris will only be transported in trucks or trailers capable of rapidly and mechanically unloading.
- No self-load trailers will be used. Exceptions to this standard may be necessary to efficiently and safely transport HHW, E-Waste, ACM or white goods.
- All trucks and trailers hauling debris must have completed the truck certification process establishing approved volume for the debris-hauling container.

- All trucks and trailers must have successfully completed the prescribed Safety Inspection.
- Drivers will be instructed to use the most direct and safe route to the nearest disposal site.
- Drivers will be required to wear safety vests and steel-toed shoes when working.
- If loads are required to be covered during transport, the hauling container must be equipped with a functional cover or "tarp" to prevent flying debris during transport.

Note: *Proper trimming of loads at the loading site is the best prevention for debris falling out during transport.*

Safety Measures

The Safety Manager and Safety Officers will monitor all safety procedures and daily reports of accidents and/or property damage. The Safety Manager or designee will also be responsible for coordinating and conducting safety meetings with crew members and subcontractor personnel. Safety is critical throughout all operations and is discussed later within this **Debris Operations Plan.**

Truck and Equipment Maintenance

Well-maintained trucks and equipment are essential for efficient operations. CrowderGulf's crew foremen, subcontractor foremen, and the Field Project Manager will be responsible for keeping all trucks and equipment in good working condition and prepared for each workday. A CrowderGulf mechanic will be on the job for troubleshooting and maintenance of equipment. Local mechanic shops may also be utilized.

Traffic Control

CrowderGulf will use its best efforts to mitigate the impact of debris removal operations on local traffic. Sufficient signing, flagging, barricading, safety equipment and communications devices will be used to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with applicable federal, state, local laws, regulations and ordinances.

Hours of Operation

Debris will be collected and loaded during visible daylight hours (dawn to dusk) seven days per week. Debris reduction at the DMS may take place 24 hours per day, seven days per week, if required or requested and approved by the City.

Number of Passes

CrowderGulf will make as many passes as the City may direct in order to successfully complete the debris removal process. Normally, a few days may need to elapse between each pass so that the citizens have time to get their debris to the Right of Way (ROW).

Daily Coordinated Issue Management Meetings

Daily meetings will be held between the Field Project Manager, Field Supervisors, the Subcontractor Crew Foremen and representatives of the City of Tyler to discuss progress, needed adjustments and other issues. Decisions to increase/decrease manpower and/or equipment or change work areas will be made with approval of the City.

Accurate Record Keeping

CrowderGulf utilizes a number of systems to assure accurate truck certification and debris hauling information. Production reports, shift inspection checklists, safety meeting reports, quality controls, and daily crew and equipment usage reports are some of the Quality Control measures used to provide accuracy in the documentation process.

Using the most appropriate technology provides the necessary information to make decisions during the recovery operation. It also improves our ability to provide all documentation needed for maximum reimbursement from FEMA and other agencies. Details of our documentation procedures are fully described in the ***Documentation and Reimbursement*** *section of this proposal.*

Documenting and Resolving Damages

During the debris removal process there will always be some minor damage situations that occur regardless of the care taken during the work. CrowderGulf will respond quickly to all damage claims by the City or its citizens and will work diligently to resolve such claims to the satisfaction of all involved. We are well aware of the trauma and disruption to normal lifestyles that result from a natural disaster. Our personnel are thoroughly indoctrinated regarding our policy to always be caring, courteous, polite, and responsive to the needs of the citizens of the community.

Citizens will be provided an avenue to report damages. One option will be a citizens' hot line. The City, the monitoring company or CrowderGulf may provide the hot line. Regardless of the method chosen to provide the information, CrowderGulf is committed to resolving the damage complaint as quickly as possible to the satisfaction of the City and its citizens.

We will employ a Claims Resolution Person (CRP) to handle all property damage that may occur during the recovery process. If possible, a local resident with excellent communication and negotiating skills will be employed to fill this position. This person will be tasked with responding to and amicably resolving all incidents that may occur.

Debris Management Site Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times. In the context of this proposal, the terms ***"Temporary Debris Separation and Reduction Site"*** and the term ***"Debris Management Site"*** **(DMS)** are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, separate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision affecting DMS operations. CrowderGulf will work closely with the City of Tyler to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City and will be in compliance with FEMA Public Assistance Program and Policy Guide for site plan development.

Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. Costs associated with the preparation, operation, and restoration of DMS's are addressed in the unit price schedule. Unless otherwise denoted, cost for DMS restoration is handled as a pass-through cost, with no markup. Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS Design and Operational Features

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and overall success of DMS operations is determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods

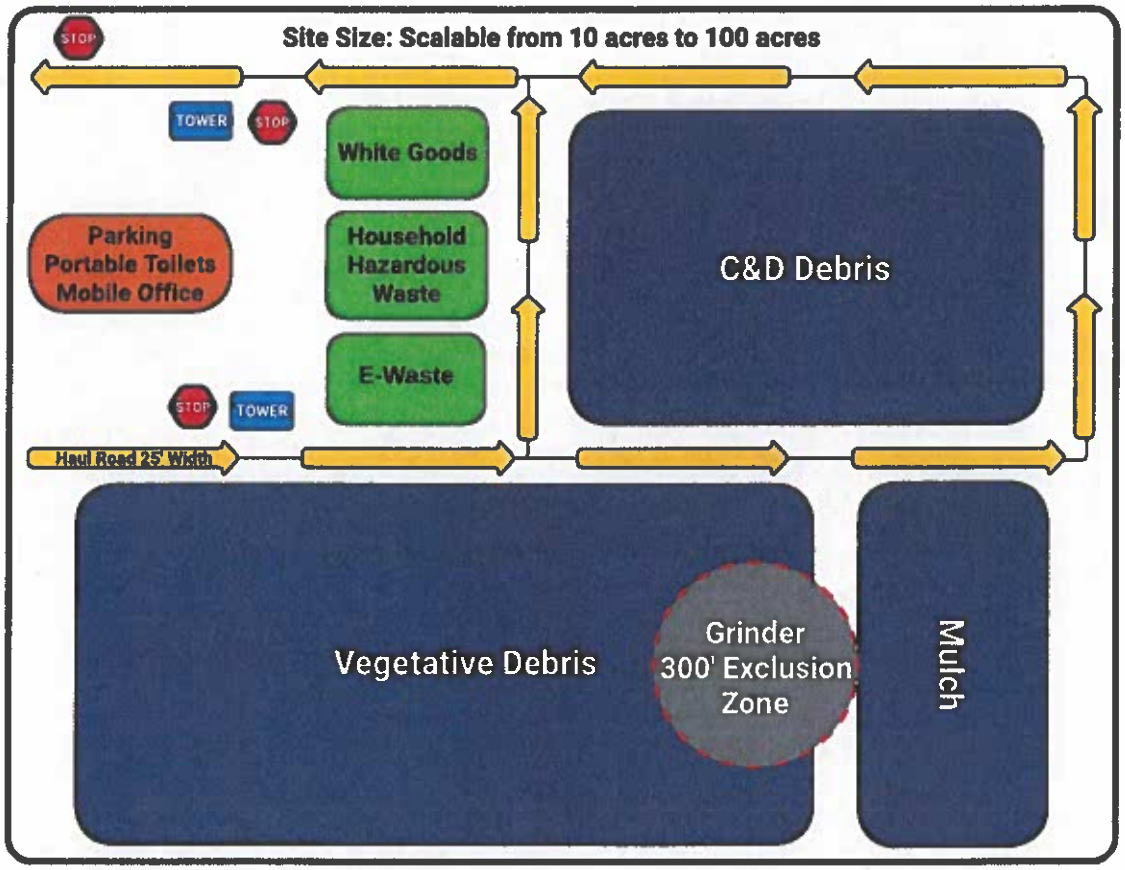
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the City of Tyler, the DMS(s) may be restricted to City and Contractor vehicles only
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200' will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200' from any structure (other than inspection tower) and no less than 250' from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Sufficient area for crew to separate mixed debris, if needed
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off-site citizen collection areas are developed in accordance with the City's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the City's Project Manager.

DMS Site Plan

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs, and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan shown will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA Public Assistance Program and Policy Guide and all local, state and federal regulations and requirements.

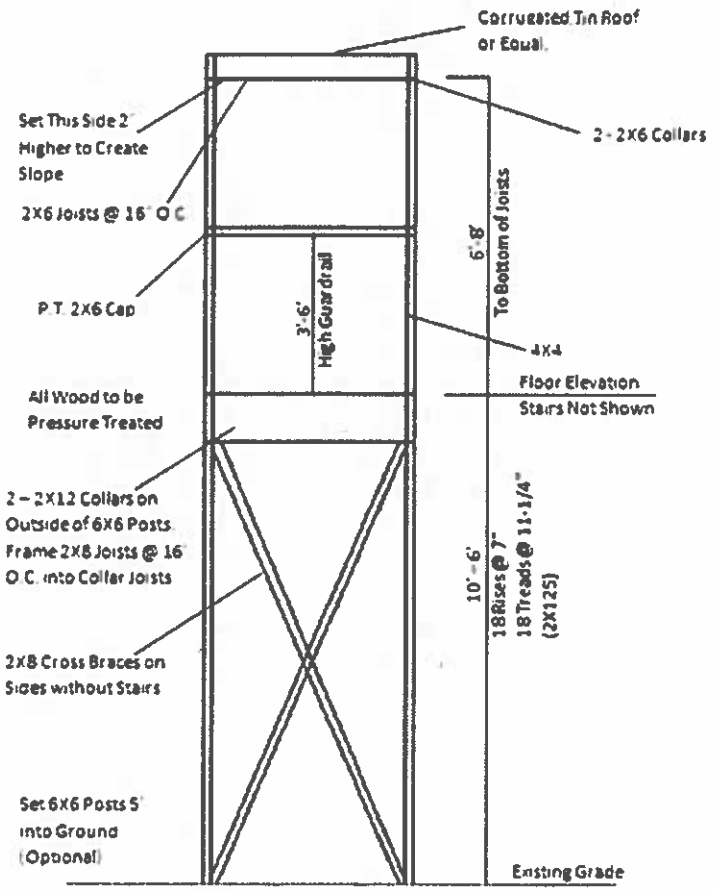


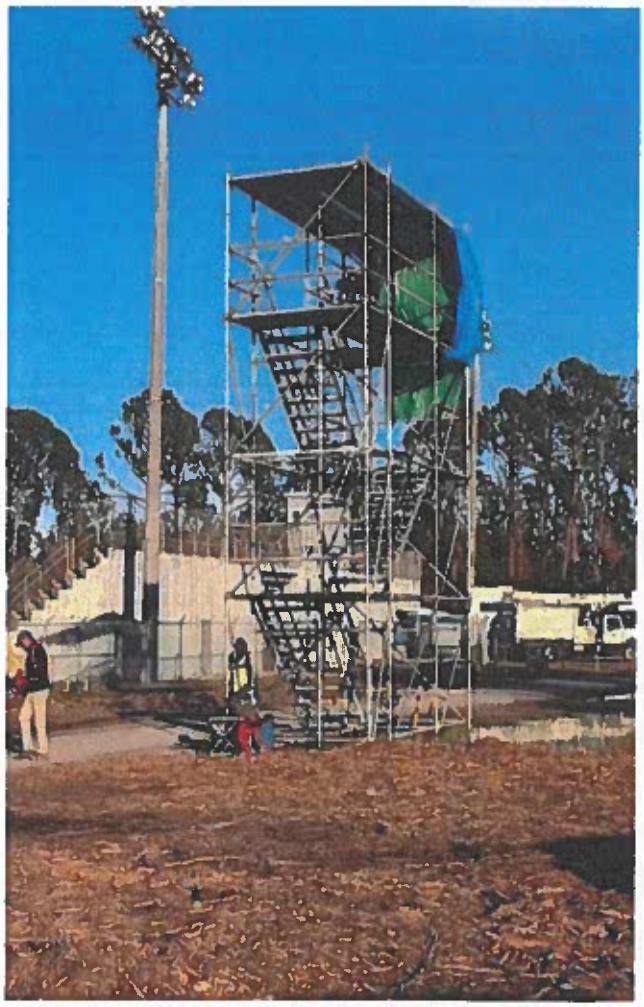
Inspection Towers

At no cost to the City of Tyler, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25-mile approach outside the public road system to accommodate any truck back up.

- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15' above the existing ground elevation; the floor area shall be 8'x 8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x 8" posts.
- The perimeter of the floor area will be protected by a 4' high wall constructed of 2"x 4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable City building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer needed.

Inspection Tower



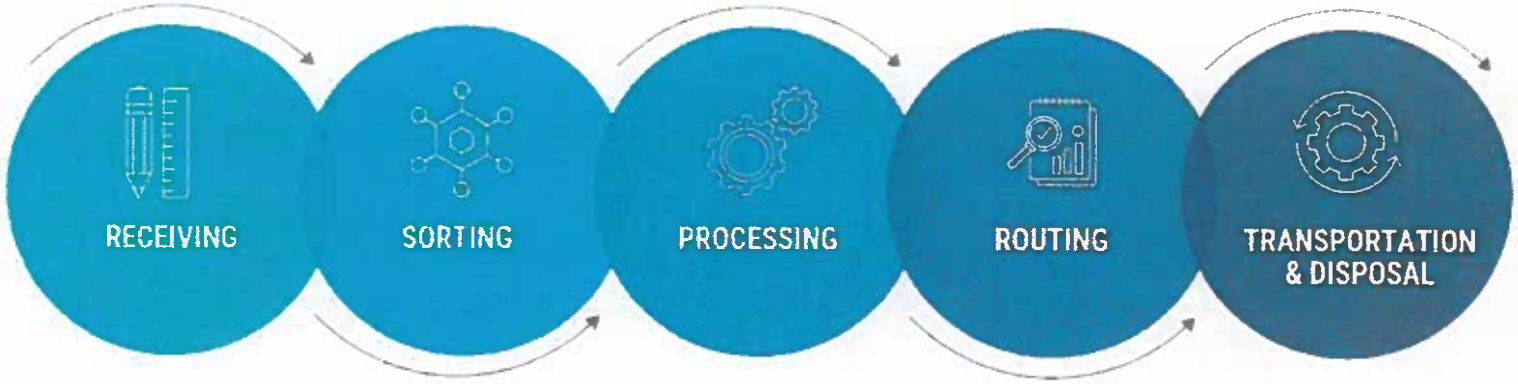


Hazardous Materials Containment Area

In accordance with FEMA Public Assistance and Program Policy Guide, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.

Minimum Design Criteria for the Hazardous Materials Containment Area:

- 30'x 30' in size, the perimeter lined with hay bales staked in place
- Waterproof liner or plastic ground protection cove
- Rain and snow cover for the entire area



RECEIVING	SORTING	PROCESSING	ROUTING	TRANSPORTATION & DISPOSAL
COLLECTION TRAILERS – COLLECTION TRAILERS – COLLECTION TRAILERS	Chemist and environmental Specialist segregate. Containers based on chemical compatibility, hazard class and composition.	Consolidate/ bulk containers based on chemical compatibility into DOT-compliant packaging. Ensure all containers meet EPA PCRA / DOT Guidelines	Confirm waste stream profile to appropriate TSDF. Secure "in-slot" for Delivery. Complete Chipping/Manifest and Labels	VAN TRAILERS – ROLL OFF BOX – ROLL OFF BOX



Debris Separation and Reduction

Debris Separation

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be managed in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

- Clean, vegetative debris
- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, E-waste
- Household Hazardous Waste (HHW), Asbestos Containing Materials (ACM) and Toxic Materials/ waste

Vegetative debris will be placed into two or more piles (no more than 15' high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the City's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.



- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75%. Many times, clean chips will be recycled as bio-mass fuel. CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.

- **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the City. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the City, all environmental compliance and safety concerns will be addressed within the site-specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for public safety but also for the safety of the debris operations.

A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before the anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area.

The CrowderGulf **Environmental Plan** addresses and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes.
If the DMS is near an environmentally sensitive area or has any historical or cultural sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Timelines

The following **Timeline of the Debris Reduction Plan** provides an overview of tasks and identifies the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIMELINE	
TASK	**TIME FRAME (from NTP)**
Conduct requirements assessment of damaged area for DMS.	Within 24 hrs.
Develop DMS according to Management Plan, including rd. construction, erosion control, portable office & toilet facility	Within 48 hrs.
Ensure that all necessary permits from the proper State agency are in place in order to perform debris storage/reduction activities on the selected site.	Within 48 hrs.
Construct observation platform per FEMA requirements	Within 48 hrs.
Construct grinding, burn pit, ash storage & hazardous waste storage areas	Within 48 hrs.
Determine the number of burners &/or grinders/chippers required per site	Within 48 hrs.
Ensure Hazardous Waste Plan in place	Within 48 hrs.
If burning is permitted, begin construction of burn pits	Within 48 hrs.
Complete installation of burners	Within 72 hrs.
Secure permits & transport grinders/chippers to designated reduction areas	Within 72 hrs.
Set up grinders/chippers	Within 96 hrs.
Maintain records of hours worked for operators, location worked, repairs, etc.	Daily
Ensure maintenance of burners &/or grinders/chippers	Daily
Make dumpsite adjustments	Daily
Provide daily operations reports to Project Manager & City Rep	Daily
Inspect DMS operations for safety & quality control monitoring	Daily & periodically
Handle storage & disposal of hazardous waste	As required
Restoration of site upon project completion to City's specifications	Upon completion of project
Provide for demobilization of equipment	Upon completion of all tasks

The **Basic Debris Reduction Crew Table** provides the typical number of crew members and their responsibilities per TDMS.

Basic Debris Reduction Crews		
Personnel / Equipment	**Task Responsibility**	**Crew #**
DMS Reduction Project Mgr.	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1
Night Foreman *(if burning)*	Supervise crews & secure site, Monitor safety regulations & report infractions to Foreman	1
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4
Laborers	Assist with debris separation, if required.	2 - 4
Water Truck w/spray nozzles & high-pressure hose	Spray nozzles used for dust control, High pressure for hose for fire control	1
Road Grader w/Operator	Maintain rds. & site	1
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 - 4
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Track hoe	2 - 4
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposal of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled clean ash as fertilizer on farmland. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the City of Tyler in accordance with all federal, state and local laws.

Experience with Specialty Debris CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **Abandoned Vehicles and Vessels; Animal Carcass Removal, Demo Asbestos Containing Materials; Electronic waste (E-Waste); Freon and White Goods; Household Hazardous Waste (HHW); and Waterway (Sand, Beach, and Wet Marine Debris).** As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use SET Environmental, Inc., a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

SET Environmental, Inc

The table below shows the **number of clients requiring specialty debris** removal in recent years:

Year	Event	# of Clients	E-Waste	Freon / White Goods	HHW	Abandoned Vehicles / Vessels	Demo / Asbestos Materials	Waterway Sand/Beach Marine Debris
2023	Red Tide / Fish Kill	2						X
2022	Hurricane Ian	6	X	X	X			X
2021	Flooding & Storms	3	X	X				
2020	Hurricane Laura	8	X	X	X			X
2020	Hurricanes Sally, Hanna; Tropical Storm (TS) Cristobal	14	X	X	X	X		X
2020	Demo Project	1					X	
2019	TS Imelda	1	X	X				
2019	Misc. & Special Project	2						X
2018	Hurricanes Michael & Florence	13	X	X	X		X	X
2018	Red Tide / Fish Kill	7						X
2017	Hurricane Irma	6	X	X				X

Debris Recycling Plan

Based on the debris management goals and objectives of the City of Tyler, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

Vegetative Debris

The vast number of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space.

CrowderGulf has over 50 years of experience regarding innovative recycling opportunities. In many cases, CrowderGulf can work with local resources to find secondary uses for wood chips, as opposed to sending them to a landfill. Recent examples include:

- After 2023 Hurricane Ian, CrowderGulf disposed of over 100,000 cubic yards of reduced vegetation (mulch) on Pine Island in Lee County, Florida, through the use of "beneficial-use" agreements for final disposition. CrowderGulf serviced nearly 30 agricultural Small Business Enterprises (SBEs) throughout Matlatcha, Bokeelia, and St. James City, by providing mulch to assist in critical restoration efforts on their properties. This process streamlined CrowderGulf's final disposal efforts on Pine Island, provided a cost-efficient solution to Lee County by mitigating the need for long, off-island hauls, and assisted Lee County agricultural SBE's in their rebuilding efforts Post-Ian.
- After Hurricane Ian, mulch was taken to various composting facilities where they were used to make compost that benefited local nurseries and the agricultural industry.
- After Hurricanes Michael in 2018 and Isaac in 2012, local paper mills utilized clean wood chips for bio-mass fuel.
- After the historically active storm seasons of 2003 and 2004, CrowderGulf shipped clean wood chips to Italy to be used as bio-mass fuel.

Specifically, our plan involves the following:

1. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, sawmills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
2. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
3. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
4. **Every effort will be made to move chips to organic fuel users in a wide area.** CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
5. **CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast.** When CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
6. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminates, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farmland.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City of Tyler.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to the existing grade. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be disposed of as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass-through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

CrowderGulf's debris management and site remediation capabilities are highlighted in the pictures below. The Wa-Ke Hatchee DMS in Lee County, Florida received, managed, reduced by grinding, and facilitated the final disposition of over **one million CY** of debris from Hurricane Ian. This site was 1 of 18 DMS utilized in CrowderGulf's ground zero operations in Lee County after Hurricane Ian.

2022 Hurricane Ian Cleanup
Wa-Ke Hatchee DMS Located in Lee County, FL:
90 Days into Operations



2022 Hurricane Ian Cleanup
Wa-Ke Hatchee DMS located in Lee County, FL
Remediated



➢ Documentation and Reimbursement

CrowderGulf has always been successful in supporting our clients with accurate and complete documentation records. This documentation is readily available to the City, FEMA, FHWA and any other agency that provides reimbursement. Superior record keeping using the best available technology from the beginning to the end of the project is critical. Financial accountability is maintained throughout the process by using a system of checks and balances that are tied directly to the quantitative documentation originating in the field. Throughout the project, FEMA Public Assistance Program and Policy Guide will be followed and serve as the foundation of our documentation and accounting systems.

Monitoring Companies and Electronic Ticketing

Monitoring Companies are often contracted by the Client to serve as their representative in monitoring and documenting all debris work. All experienced, credible monitoring companies use an Automated Debris Management System (ADMS) that captures all required information for FEMA reimbursement. CrowderGulf has vast experience working with numerous monitoring companies and are familiar and compatible with their programs, processes and procedures. It is important that CrowderGulf and the City's representative (i.e., monitoring company) establish and maintain a positive and professional relationship throughout the project. This is necessary in order for the communication flow to be open with the central focus on making sure all documentation for eligible work is accurate, timely, and readily accessible to the City.

Documentation for Debris Hauling

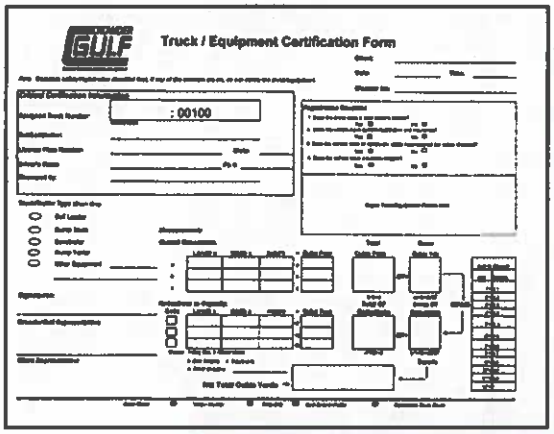
In an effort to maximize accuracy of accounting, CrowderGulf utilizes the following system of project controls:

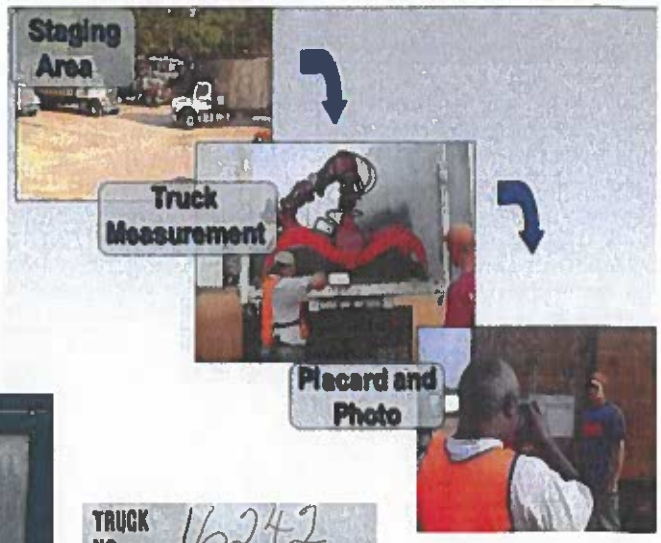
Phase 1 - Truck Certification

All debris hauling trucks are certified in accordance with FEMA guidelines. Part of the certification procedure includes truck safety checks. Any trucks not meeting the safety requirements will not be certified until infractions are remedied.

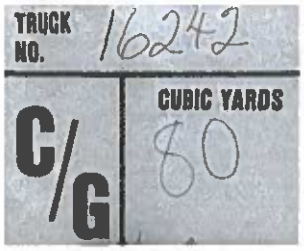
Documentation procedures include:

- The City's representative / monitoring company measures the interior dimensions of all debris hauling truck beds to determine the measured cubic yard capacity
- Safety and insurance requirements check is part of the certification process
- The City's representative, CrowderGulf and the driver will each retain a copy of the completed *Truck Certification Form*
- All equipment is affixed with placards displaying the owner's name, equipment number and certified capacity
- The City's representative/monitoring company may attach a unique bar code to the truck placard of each truck as part of their ADMS program
- Photo documentation is provided for each hauling truck and driver
- An electronic Capacity Certification Log is maintained in the field as a quality control tool


Truck / Equipment Certification Form







Phase 2 - Debris Load Ticket Completion

The load ticket is the primary debris-tracking document that records the transport of debris from the original collection point to the DMS or final disposal site. This information is now provided electronically by the client's monitoring company.

- Debris monitors in the field initiate the electronic ticket process by entering the truck number, the debris type, and the debris pick-up address/location.
- When the driver arrives at the DMS or the Final Disposal Site, the tower monitor will complete the electronic ticket information by determining and entering the debris load amount.
- While the debris hauler may receive a paper copy of the load information, CrowderGulf provides the data electronically including a digital copy of each ticket.
- CrowderGulf downloads and saves the electronic information from the monitoring company's secure website in real-time or the same day as debris loads are hauled.



If a Client decides to self-monitor and not use ADMS, the process is the same and includes the following procedures:

- Completion of a multi-part *Debris Load Ticket* for each truckload of debris
- City representative(s) at the loading site(s) inspects each loaded truck; legibly and accurately records the required information on a multiple-copy paper ticket and provides the debris hauler with a partially completed ticket that the driver takes to the DMS/final disposal site.
- City representative(s) in inspection tower at the DMS or final disposal site(s) take the ticket from the driver and complete the required disposal information.
- City representative(s) retain the original completed ticket and a copy is provided to the driver and a CrowderGulf representative.
- CrowderGulf field office personnel process the tickets by sending electronic copies to the Home Office for additional quality control checks, data entry and storage.

Accurate completion of these two phases of quantitative and descriptive debris information is imperative for cost reimbursement and contractor invoicing. When electronic ticketing is used, the above procedures are slightly modified according to the firm acquired that represents the City (monitoring company), while still maintaining the same quality of information and satisfying all FEMA requirements.

Documentation of Special Projects

There are usually several additional recovery projects besides ROW debris removal and disposal that are required in order to address geographically unique storm damage. Each project is preceded by a specific task order to serve as a formal request to proceed with the project. The Task Order outlines the parameters of the project and establishes the pay rates associated. Detailed documentation that meets FEMA Public Assistance Program and Policy Guide will be kept for each project.

Data Management

CrowderGulf utilizes a comprehensive and seasoned data collection and storage process with all projects. Regardless of whether electronic (ADMS) or paper ticketing documentation is used by the City or representative, CrowderGulf easily adapts data capturing procedures to accommodate all requirements. CrowderGulf's database is specifically designed to capture and track quantitative and descriptive debris data for the entire project while storing ticket images for reconciliation support and audit documentation support.

Technology has made documentation, reconciling and invoicing a more efficient, transparent process that can help expedite FEMA reimbursement. However, the technology is only as good as the people using it. CrowderGulf has capable, well-trained personnel with the commitment to ensure functionality and accurate information on a continuous basis. CrowderGulf has qualified, committed personnel full-time throughout the year ready to provide documentation support even years after the project is complete.

Reports and Information

Reports display tracking of debris through work completed to aid and support ongoing project planning. CrowderGulf has the capability and know how to conform reports to the unique specifications of any project or even portions of a project. Reports can be developed quickly to capture specific City requested data. These reports serve as a valuable tool to everyone in decision making throughout the recovery process.

We can provide the City with the following daily and weekly reports (at a minimum):

- Total cubic yards hauled
- Total cubic yards of vegetative debris hauled
- Total cubic yards of C&D debris hauled
- Total cubic yards of Stump debris hauled
- Total leaners or hangers cut
- Total cubic yards of mulch debris hauled
- Total cubic yards hauled to each DMS
- Other customized reports as requested

Reconciliation and Invoicing

An important aspect of the documentation process is the reconciling of all the truck certifications and load tickets prior to invoicing. CrowderGulf has earned a solid reputation with clients and monitoring firms by working closely with them to ensure that data reconciling is completed before invoicing.
This process is ongoing and includes the following:

- All subcontractors are required to submit weekly invoices to CrowderGulf.
- CrowderGulf's Documentation team compares the subcontractors' weekly invoices for the total debris amount and the number of debris loads for each truck against the information that has been downloaded from the monitor's ADMS website.
- Any discrepancies are immediately resolved with the monitoring company and with the subcontractor.
- Throughout the project, resolution of all discrepancies continues with the subcontractors and the monitoring company.
- When the reconciling of a set of data is completed, CrowderGulf submits the invoice to the monitoring company.
- Any remaining discrepancies are resolved between the monitoring company and CrowderGulf.
- The monitoring company then submits the invoice to the Client.
- CrowderGulf complies with the Client's contract requirements regarding the frequency that invoices are submitted.

Invoices can be provided in different ways such as a dollar amount limit per invoice, designated work period on an invoice (i.e. one week per invoice) or single task invoices. CrowderGulf strives to accommodate by adapting to preferred formats and preferences of the Client/Monitoring Company.

Schedules for invoicing are usually outlined in the contract. Many times, due to the severity of the disaster and a Client's available resources, the payment schedule may be modified to allow more time to pay the invoices. CrowderGulf is able to accommodate these situations due to our strong financial stability.

Documentation Maintenance

CrowderGulf maintains all documentation for a period of at least 7-10 years, depending on the requirements. All tickets and truck certifications, task orders, and any other pertinent documentation are kept in both hard copy and electronic format. Having all documents in an organized electronic file allows for easy access if and when FEMA audits the work.

FEMA Requirements and Assistance in the Reimbursement Process

CrowderGulf works closely with all regulatory agencies to ensure minimum issues in our disaster management efforts. Over the past 20 years, **98%** of CrowderGulf's work has been with Cities, Counties, States and Agencies that received reimbursement from FEMA under the Public Assistance (PA) Reimbursement Program. As a result of our success in documenting all aspects of the debris management process to support reimbursements, CrowderGulf has established itself as one of the most respected debris contractors in the United States.

As an example of our commitment to Clients, in June 2010, a CrowderGulf Client requested assistance with a FEMA audit for work completed in 2005, after Hurricanes Katrina and Wilma. Consequently, one of our senior managers spent four weeks working onsite with the Client, as well as 1,000 plus hours of work time on the project researching and preparing documentation requests for FEMA. All of our time and assistance was provided to the Client at no cost. This is how every client is treated. CrowderGulf is committed to 'going to the mat' with them to make sure that our documentation is complete, accurate and provided in whatever format FEMA requests.

CrowderGulf's former FEMA Directors, Emergency Managers and FEMA trained Debris Specialists are available to assist in complying with FEMA guidelines and completing all documentation required by FEMA, FHWA or the Office of Inspector General. **Our Staff is well versed in the Code of Federal Regulations (44 CFR), and FEMA's Public Assistance Program and Policy Guide (incorporating FEMA Debris Management Guide (FEMA 325), and the Public Assistance Debris Monitoring Guide (FEMA 327).**

CrowderGulf will share its knowledge and experience concerning reimbursement matters. The goal is to obtain maximum reimbursement by utilizing extremely accurate record keeping and exacting quality control measures.
Specifically, CrowderGulf will assist the City with the following:

- Developing Project Worksheets
- Estimating debris volumes for initial damage assessment
- Identifying eligible and ineligible reimbursements
- Documenting every element of the recovery process
- Reviewing all records to assure that they meet federal and state reimbursement guidelines
- Providing various levels of training for City employees
- Documenting all facets of work to support the claim process
- Maintain all documents for 7-10 years

Reimbursement

CrowderGulf is committed to completing any emergency management and recovery project for the City in the minimum amount of time and at the best price possible. We work in full regulatory compliance with all agencies involved in disaster recovery including but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Coast Guard (USCG)
- United States Corps of Engineers (USACE)

ESSENTIAL SUPPORT FUNCTIONS

➢ Readiness Support and Training

CrowderGulf's long and successful history of disaster response and recovery success is, in a large part, a result of continuous Readiness Planning and Training. CrowderGulf is dedicated to a year-round cycle of preparation, practice, review and analysis to refine our procedures and processes. We strive for continuous improvement with the goal of exceeding expectations where it matters, in project execution.

Joint training and pre-planning with the City will be an important part of Readiness Planning. **On at least an annual basis, CrowderGulf specialists will provide training and pre-planning sessions.** In addition, our Regional Directors and Project Managers will be available to review and advise on potential DMSs. Preparedness training will be tailored to the City's needs and requests.

Usually, training will consist of all or some of the following topics:

- General understanding of the disaster declaration process
- Understanding the importance of thorough documentation in all processes
- Contract scope of work & scope of work timeframe
- FEMA debris removal eligibility & FEMA required documentation
- Responsibilities of the City & the contractor for debris management
- Pre-event actions
- Management team roles & responsibilities
- Initial response & recovery operations
- Debris removal & monitoring functions
- Truck certification process
- Documentation
- Close out & reimbursement

Training and pre-planning sessions are designed by the needs of each individual Client. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. CrowderGulf can provide a more in-depth session for the Clients who need training and plan development specific to their geographical location. CrowderGulf is experienced in assessing the needs of each Client and providing the knowledge and training needed for a successful event. In these situations, CrowderGulf provides in-depth training and plan development through PowerPoint presentations, handouts and tabletop exercises. During the in-depth training and planning sessions, CrowderGulf can offer assistance in helping the decision makers make informed decisions regarding such things as DMS needs and locations, whether it is in the best interest of the Client to acquire a monitoring firm, and identifying any other concerns that may not have been previously identified.

"CrowderGulf has developed a seamless process which allows for the rapid deployment of essential workers, maintained vital communication lines with all parties involved in the cleanup efforts and has strategically allocated resources to the areas of greatest need...They maintain the highest standards in the industry and operate with a level of integrity that is difficult to match."

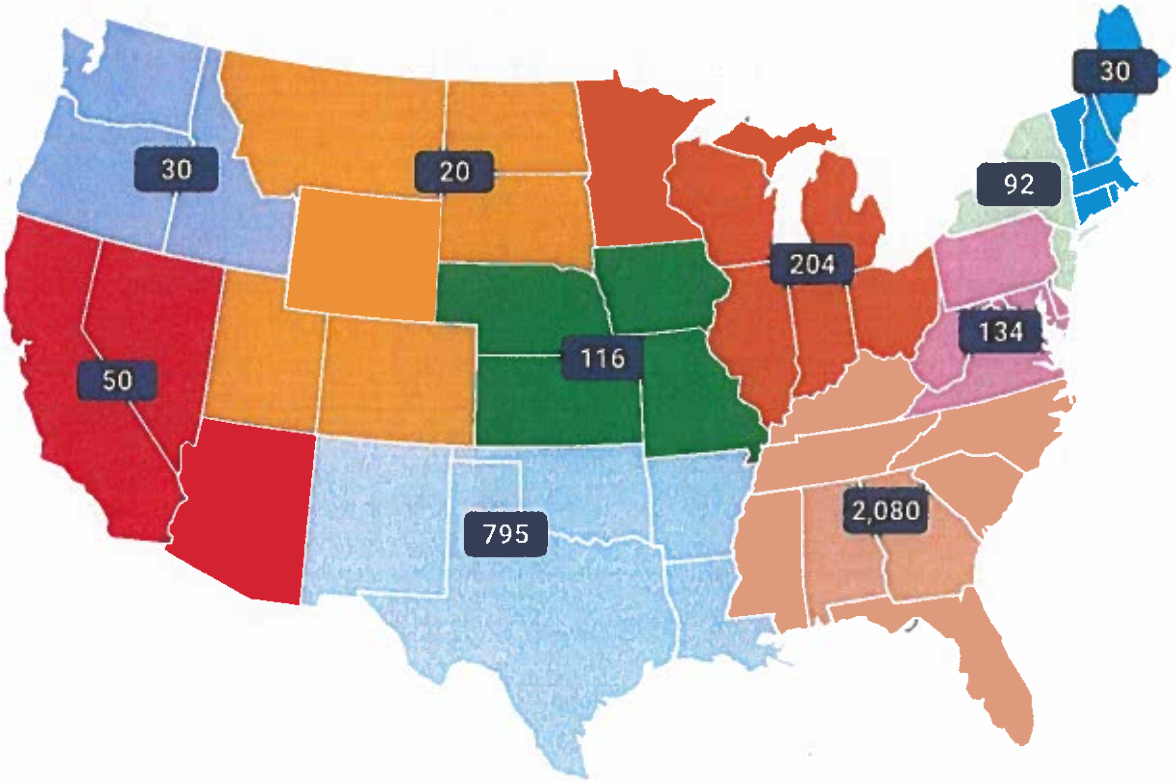
Mark Claypoole
Gotus Trucking, LLC

➢ Subcontracting

It is company policy to utilize **qualified local subcontractors** to the maximum extent possible in **compliance with 44 CFR 206.10.** Per Client compliance requirements under **44 CFR 13.36(e)**, CrowderGulf, as Prime Contractor, will take all affirmative steps required to assure that minority firms, women's business enterprises, and labor area surplus firms are used when possible.

In addition, we maintain a national subcontractor **database of over 3,200 pre-qualified subcontractors**, which allows us to identify companies by size, equipment and geographical location. Prospective subcontractors may visit our website, www.crowdergulf.com, to register or may fax information to the Disaster Administration Office for review. Due to CrowderGulf's reputation of always treating our subcontractors fairly and paying them on a weekly basis, we have a surplus of subcontractors throughout the nation ready to work at a moment's notice.

The graphic below gives a breakdown of the number and general region that we have registered subcontractors. The number changes periodically as new subcontractors register on our website. For several reasons this number grows after a major disaster.



Subcontracting Practices

It is the practice of CrowderGulf to subcontract debris work and services using the following guidance:

1. Subcontract to the maximum extent possible with local firms and small businesses. In addition, preference will be given to qualified local vendors for equipment rental and supplies sourced in the jurisdictional boundaries.
2. Promote the use of local contracting by tasking a senior manager to ensure notification through local media and organizations.
3. Promote subcontracting only with the assured compliance with equal opportunity hiring.
4. Provide all subcontractors with a clear chain of command for purposes of official and/or unofficial communications.
5. Accept, process and pay invoices of subcontractors in accordance with the CrowderGulf policy.
6. Provide priority subcontracting considerations to/for subcontractors that have provided quality work to CrowderGulf in past operations – consistent with the subcontracting policy.
7. CrowderGulf does not have a set-a-side percentage of subcontracted work for any particular classification of subcontractor, but will give special attention to small, disadvantaged firms and/or women-owned small business firms for contract work or services needed.
8. CrowderGulf is committed to promoting the use of small minority, disadvantaged firms and/or women-owned small business firms for contract work, whenever and wherever possible.
9. We currently maintain an active pre-qualified subcontractor database, tracking current certifications of local and regional D/M/W/SBE qualified subcontractors. Subcontractors can mail, fax, e-mail or log on to www.crowdergulf.com to submit their company information for review. If necessary, we will use additional outlets such as newspapers, publications, websites, etc.
10. As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the Client.

Subcontracting Policy

It is standard policy that all subcontractors comply with all of the contractual conditions and commitments of CrowderGulf. As such, all subcontractors shall agree to the following:

1. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
2. Read and formally acknowledge by signature the CrowderGulf Contract for subcontractors and Safety Manual as provided by CrowderGulf.
3. Provide satisfactory evidence of bonding and licensing that complies with contract and jurisdictional requirements.
4. Provide assurances that no current owner, principal or officer of the firm is or has ever been debarred by the state and/or federal government.
5. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
6. Give all notices and fully comply with all local, state and federal laws – including, but not limited to, social security, workers compensation and unemployment insurance, DOT, etc.
7. Begin work to be performed within two full workdays after a subcontractor is notified of a subcontract award, unless otherwise stipulated in the subcontract arrangements. The subcontractor will pay for all materials, equipment and labor used in the performance of the subcontract(s).
8. In the event a subcontractor makes an untimely start, or is unable to supply sufficient skilled workmen, equipment or materials to satisfy the subcontract arrangements, CrowderGulf may terminate the employment/contract of the subcontractor for cause.
9. Take all reasonable safety precautions with respect to contracted work, complying with all safety, workplace standards and environmental measures as directed by CrowderGulf.
10. Furnish periodic progress reports on the work as directed by CrowderGulf, plus use the debris reporting system selected by CrowderGulf.
11. Provide CrowderGulf with progress payment billings (as agreed in the respective subcontracts).
12. Final payments to subcontractor(s) may be deferred pending receipt of contractual or statutory lien waivers, releases, closeout documents or other encumbrances.
13. Other stipulations may apply as may be required by unique local conditions.

Understanding Requirements

CrowderGulf takes several steps during the proposal preparation process to ensure local subcontractor participation as well as Minority/Women-owned Business Enterprises (M/WBE) utilization policies and 44 CFR 13.36(e) compliance are met. Understanding exactly what the Client is requesting during this initial proposal phase is key to implementation upon activation. In order to clearly define the expectations required we take several preliminary steps. The first step is to review M/WBE policies and procedures to determine specific goals set by the Client. Our second step is to determine utilization breakdowns required. Lastly, we identify all required certifications and/or M/WBE directories to be used for soliciting M/WBE firms and any further breakdowns of percentage goals. Once these steps are completed and we have a clear understanding of all requirements we continue with the following process:

Steps in the Process:

1. Before any subcontractors are solicited, CrowderGulf compiles a list of local subcontractors from our Database of pre-qualified subs. These companies have either worked for CrowderGulf and are in good standing, have registered with us through our website, www.crowdergulf.com, or have been previously solicited by CrowderGulf. All subcontractors must meet the following requirements to be considered for prequalification:
   a. Verification through one or more of the following websites:
      - *The **System for Award Management** (SAM) is **a Federal Government owned and operated** free web site that consolidates the capabilities in CCR/FedReg, ORCA, and EPLS. SAM is used to review all subcontractors' debarred status prior to approval as a prequalified subcontractor (https://www.sam.gov/)*
      - *SBA HUBZone Search-confirmation, (http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm)*
      - *Dun and Bradstreet, (https://sso.dnbi.com)*
   b. Enroll in the E-Verify program and provide acceptable evidence of enrollment at the time of subcontract execution. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the **Subcontractor's** responsibility to familiarize themselves with all rules and regulations governing this program.
   c. Obtain and furnish satisfactory evidence of required insurance from a responsible insurer.
2. If specific directories are to be used, CrowderGulf will check the Client website for directory access or contact the M/WBE Office for a list of potential M/WBE firms to be utilized then compare this list to our current list of local prequalified subcontractors to find possible matches.
3. Contact is then made with M/WBE firms that offer services similar to our scope of work. Initial contact is made by phone then followed up by fax and/or email, confirming the phone conversation.
4. Emailed and/or faxed correspondence provides MBE firms with specific details regarding the request, i.e., scope of work directly from the RFP documents, registration and requirements information, and specific deadlines for submittal of these documents to the CrowderGulf M/WBE Subcontracts Manager.
5. Should letters of intent from interested firms and further proof of M/WBE certifications be required by the Client, CrowderGulf will compile the received documentation and review for completeness.
6. Only those firms that have met set deadlines and returned all requested documentation will be considered for inclusion in the final proposal to the Client as a responsive M/WBE Firm.
7. All contacted firms are listed in the proposal and delegated either responsive or non-responsive and the reason for this status.
8. Should the appropriations assigned to the responsive M/WBE firms not meet the Client's percentage goal, firm percentages will be adjusted and executed by both parties upon mutual agreement.
9. Once the RFP evaluation process is complete and award notices are received, these M/WBE firms are notified of results and any additional documentation is requested to keep in the Client's file.
10. Current CrowderGulf client folders are updated yearly with current local pre-qualified subcontractors as well as M/WBE firm confirmations.
11. Upon Client activation, if any of the proposed local M/WBE firms are no longer able to fulfill assigned goals, CrowderGulf will identify other certified M/WBE firms to replace inactive M/WBE firms to maintain our proposed percentage goals. CrowderGulf will provide a detailed explanation as well as further commitments from other M/WBE certified subcontractors to perform scope of work in lieu of previously committed Subcontractors.

Reporting

With the nature of "Stand-By" event contracts being on an "as needed" basis, utilization/activation of the identified M/WBE firms will be based on CrowderGulf's activation by Client. Should the Client have yearly or quarterly reports to be submitted, CrowderGulf will file the needed reports upon request.

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA Super Circular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps Include:

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

Subcontractor Oversight

In the past, CrowderGulf has mobilized over **400** subcontractors with as many as **5,000 people, 2,600 trucks, and 800 pieces of loading equipment**. To ensure the same Quality Control and efficient operations for the City, CrowderGulf's Management Team will rely on National Incident Management Systems (NIMS) protocols to identify the proper number of supervisors for each debris management operation. CrowderGulf is fully prepared to marshal as many Field Project Managers and Debris Supervisors as needed to meet the City's debris management requirements. Project Managers and Field Supervisors will have the direct responsibility to ensure all workers have received the proper safety training and education on Federal Rules and Regulations as they pertain to debris removal operations.

Minority/Small Business Enterprise (M/SBE) Subcontractors

See enclosed a partial list of qualified M/SBE Subcontractors. A current qualified subcontractor list will be provided to the City for pre-approval prior to an event upon request.

2024 Jefferson Regional TX Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
1st Quality Roofing & Construction, LLC.	6418 Dick Price Rd., Ste. 100	Mansfield	TX	76140	1					
4XTream Roofing and Contracting	1029 N Saginaw Blvd, F10 #214	Saginaw	TX	76179	1					
AeRooke Services LLC	P.O. box 991	Celina	TX	75009						
Aftermath Disaster Recovery, Inc. (ADR)	1826 Honeysuckle Ln	Prosper	TX	75078		1			1	
American Enviro-Remediation, LLC.	18248 Preston Rd, Suite D-9448	Dallas	TX	75252	1	1				
Big Tex Stone, LLC	5820 Old Hemphill Rd.	Fort Worth	TX	76134	1					
Billy L. Nabors Demolition	2802 N Hwy 175	Seagoville	TX	75159	1					
Blue Hound Construction, LLC	1550 Norwood Dr Suite 407	Hurst	TX	76054	1			1		
BMS CAT, Inc.	303 Arthur St.	Forth Worth	TX	73107						
Bull Dog S3, LLC. (BS3)	1020 S. Central	Ferris	TX	75125					1	
Debris Masters LLC	463 Pecan Cr Rd	Denton	TX	76207			1	1		
Diamond L Enterprises	1333 W Drycreek Rd	Poolville	TX	76487						
Diamond T Specialty Services LLC	3699 Old Garner Rd	Weatherford	TX	76088	1	1				1
Dougherty Sprague Environment, Inc.	1236 Executive DR W.	Richardson	TX	75081	1	1			1	1
Eagle Remediation & Demolition Services, LLC	1517 Central Park Drve	Hurst	TX	76053		1				1
Elite Industry Solutions, LLC	1114 Catalina Bay Blvd.	Granbury	TX	76048	1					
Hennigan Junk Removal & Hauling, LLC.	303 Morning Star Ct.	Colleyville	TX	76034		1				
Hurricane Relief ser.	5400 Frank Ln	Granbury	TX	76049	1					

2024 Jefferson Regional TX Potential Subcontractors	Address	City	ST	Zip	SB	WO	VET	SDV	HUB	SDB
JZ Field Services, LLC.	5914 Earle Street	Arlington	TX	76016	1					
Laurus Construction Field Office	P.O. Box 1196	Prosper	TX	75078	1					
Lazy GI Trucking, LLC	5272 Mitchell Saxon Rd.	Ft. Worth	TX	76140	1		1	1		
Lloyd's Scrap Metal	5505 Truman	Fort Worth	TX	76112			1	1		
McKenzie Trucking	4550 S Loop 12	Dallas	TX	75216	1			1		
Metro-Plex Excavating, Inc.	P.O. Box 129	Lewisville	TX	75067	1					
Nationwide Demolition & Environmental Services	6731 Bridge St. Ste 504	Ft. Worth	TX	76112						
OGVS LLC	1111 W Mockingbird Ste 1050	Dallas	TX	75247				1		
Paradigm Field Services, LLC	P. O. Box 143231	Irving	TX	75014	1	1				1
Pathfield Contractors	10935 Estate Lane S. 484	Dallas	TX	75238						
Platinum Waste Service, LLC.	17683 FM 455	Slidel	TX	76267	1	1				
Precision Mach Services	159 High Meadows Rd.	Decatur	TX	76234	1					
RCS Hauling	6028 County Rd 605B	Burleson	TX	76028						
Rimrock Enterprises Inc.	P.O. Box 158	Justin	TX	76247	1	1				
Robert Barnes	133 N. Melanie Dr.	Azle	TX	76020	1	1	1			
SOV Premier Logistics, LLC	900 Ember Lane	Mesquite	TX	75149	1					
Tex-American Recycling, Inc.	3801 N. Commerce St	Fort Worth	TX	76106	1					
Tornado Excavation	14205 Old Denton RD	Roanoke	TX	76248		1				
Tufts Tree Service, LLC	1627 Roundrock TRL	Mesquite	TX	75149						
W4i, Inc.	W4i, Inc.	Dallas	TX	75240	1					

Exclusive Subcontractors

The subcontractors in the table below work **exclusively** for CrowderGulf and experience is shown below. These subcontractors immediately begin deployment when a threat is imminent. They have a combined 114 double trucks that can be called upon at a moment's notice. These previous activations have been highlighted below:

Subcontractor	Storm Event	Work Location	
Dawn Til Dusk Disaster LLC (Bethany, MO) (PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand) 38 Activations 10 Activations in TX **Master Subcontract # 12_133**	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2022 Ian	Lee Co, FL	
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2021 Nicholas	Angleton, TX Brazoria Co, TX	Lake Jackson, TX
	2020 Zeta	Gulfport, MS	
	2020 Sally	Fairhope, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA West Lake, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Panama City, FL	
	2018 Florence	Duplin Co, NC Onslow Co, NC	Jacksonville, NC
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
	2017 Mississippi Tornado	Hattiesburg, MS	
	2016 Matthew	Deltona, FL	
	2016 LA Flooding	Ouachita Parish, LA Central, LA	
	2016 Texas Flooding / Misc	Montgomery Co, TX Waller Co, TX	Newton Co, TX
	2015 SC Flooding	SCDOT	
	2014 Ulysses – Ice Storm	Greensboro, NC	
	2014 AL Tornado	ACCA – Blount Co, AL	
	2011 Irene	Dare Co, NC Kill Devil Hills, NC	Kitty Hawk, NC Nags Head, NC
	2008 Ike	Montgomery Co, TX	
	2005 Katrina	Pascagoula, MS	
Dotson & Sons (Higbee, MO)	2023 Winter Storm- TX	Austin, TX	Travis Co, TX
	2022 Ian	Ft. Myers, FL FDEM	Lee Co, FL
	2021 May Floods	Lake Charles, LA	
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA

Subcontractor	Storm Event	Work Location	
(ROW Hauling, L & H, Stumps) 33 Activations 6 Activations in TX **Master Subcontract # 16_725**	2018 Michael	Bainbridge, GA	Panama City, FL
		Decatur Co, GA	
	2018 Florence	Holly Ridge, NC	Richlands, NC
		Onslow Co, NC	
	2017 Irma	Bonita Springs, FL	Lee Co., FL
	2017 Harvey	Aransas Co, TX	Montgomery Co, TX
		Corpus Christi, TX	San Patricio Co, TX,
	2016 Matthew	Hilton Head Island, SC	
	2016 LA Flooding	Central, LA	
	2006 Ice Storm	Erie Co, NY	
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	North Miami, FL	Wilton Manors, FL
		Pascagoula, MS	Pompano Beach, FL
	2004 Ivan	Escambia Co, FL	
	2004 Charley, Frances, Jeanne	Lee Co, FL	
		Orlando, FL	Sanibel, FL
Gulf Services (Theodore, AL) (PUSH, ROW Hauling, L&H, Stumps, Site Mgt, Ditch work, PPDR) 22 Activations 2 Activations in TX **Master Subcontract # 12_191**	2023 Idalia	St. Petersburg, FL	Dunedin, FL
	2023 Winter Storm- TX	Austin, TX	Travis Co, TX
	2022 Ian	Bonita Springs, FL	Lee Co School District
		Estero, FL	Sanibel, FL
		FDEM	Sarasota Co, FL
		Lee Co, FL	
	2021 Ida	St. John the Baptist Parish, LA	Calcasieu Parish, LA Waterways
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
		Sulphur, LA	
	2018 Michael	Bay Co, FL	Panama City, FL
		Lynn Haven, FL	Washington Co, FL
Hauling Away LLC (Mobile, AL) (PUSH, ROW Hauling, L&H, ROE Hauling, Stumps, Grinding, HaulOuts, Sand, Demo, Waterway Debris) 93 Activations 19 Activations in TX **Master Subcontract # 12_223**	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2023 Ice Storm	Deer Park, TX	
	2022 Ian	Bonita Springs, FL	Ft. Myers Beach, FL
		Estero, FL	Lee Co, FL
		Ft. Myers, FL	Sanibel, FL
		FDEM	Synergy, Charlotte Co Schools, FL
	2021 TX GLO	Beach Debris – Sunken Car	
	2021 LA Tornado	Calcasieu Parish, LA	
	2021 Ida	St. John the Baptist Parish, LA	Calcasieu Parish, LA Waterways
	2020 Hanna & Beta	Texas General Land Office (GLO)	
	2020 Zeta	Gulfport, MS	
	2020 Sally	AL DOT SW Region	Gulf Shores, AL
		Baldwin Co, AL	Orange Beach, AL
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
		Sulphur, LA	West Lake, LA
		Vinton, LA	West Calcasieu Port, LA
	2020 Cristobal	Dauphin Island, AL	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 TX Tornado	Richardson, TX	
	2019 Dorian	Dorchester Co, SC	
	2019 Imelda	Montgomery Co, TX	
	2018 Michael	Bay Co, FL	Jackson Co, FL
		FL Dept of Enviro. Protection	Panama City Beach, FL
		Bainbridge, GA	Panama City, FL
			Decatur Co, GA
	2018 Florence	Jacksonville, NC	Onslow Co, NC
		North Topsail Beach, NC	
	2018 Florida Red Tide	Collier Co, FL	Fort Myers Beach, FL
		Sanibel Island, FL	
	2017 Irma	Collier Co, FL	Kissimmee, FL
		FL DEP Waterway Cleanup	Okeechobee Co, FL
		Hilton Head Island, SC	Polk Co., FL
	2017 Harvey	Aransas Co, TX	Corpus Christi, TX
		Texas General Land Office (GLO)	
	2017 Maintenance	Corpus Christi, TX	

Subcontractor	Storm Event	Work Location	
	2017 T.S. Cindy	Dauphin Island, AL	
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC
		Hilton Head Plantation POA, SC	
	2016 LA Flooding	Central, LA	Ouachita Parish, LA
	2016 Texas Flooding / Misc	Newton Co, TX	Waller Co, TX
		Montgomery Co, TX	
	2016 Maintenance	Corpus Christi, TX	
	2016 Tornado	Rowlett, TX	
	2015 Flooding-Alabama	AL DCNR, Baldwin Co, AL	
		AL DOT, Baldwin Co, AL	
	2015 SC Flooding	SCDOT	
	2015 Demolition	Orange Beach, AL	
	2015 Fish Kill	Orange Beach, AL	
	2015 Texas Flooding / Misc	Blanco Co, TX	Republic Services, TX
		Corpus Christi, TX	Friendswood, TX
	2015 Severe Storm AL	Limestone Co, AL	
	2014 Tornado	Blount Co, AL	Limestone Co, AL
	2014 Maintenance	Corpus Christi, TX	
	2014 Pax (Ice Storm)	Dorchester Co, SC	Berkeley Co, SC
	2013 T.S. Andrea	Gulf Shores, AL	
	2012-2013 Sandy	NJ DEP	
	2012 Isaac	Biloxi, MS Dauphin Island, AL McComb, MS	Magnolia, MS Pascagoula, MS
	2012 Miscellaneous	The Nature Conservancy, AL	
	2012 Tornado	Motel 6 - Mobile, AL	
	2011 Irene	Rocky Mount, NC	
S. St. George Enterprises (Fredonia, NY) (PUSH, ROW Hauling, L&H, Grinding, Stumps, HaulOuts, Site Work) 84 Activations 4 Activations in TX **Master Subcontract # 13_376**	2023 Ice Storm TX	Travis Co, TX	
	2022 Ian	Bonita Springs, FL Edgewater, FL Ft. Myers, FL Ft. Myers Beach, FL Lee Co, FL FDEM	Lee Co School District Ormond Beach, FL Port Orange, FL Sanibel, FL South Daytona, FL
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2020 Zeta	Gulfport, MS	Harrison Co, MS
	2020 Laura	Lake Charles, LA	Calcasieu Parish, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL Decatur Co, GA	Panama City, FL Panama City Beach, FL Bainbridge, GA
	2018 Florence	Brunswick Co, NC Bolivia, NC Caswell Beach, NC Leland, NC Holly Ridge, NC Sandy Creek, NC Navassa, NC Swansboro, NC	Onslow Co, NC Jacksonville, NC Duplin Co, NC Richlands, NC Oak Island, NC Northwest, NC Shallotte, NC Varnamtown, NC
	2017 Irma	Bonita Springs, FL Edgewater, FL Flagler Co, FL Lake Mary, FL Lake Co, FL Lee Co, FL	Okeechobee Co, FL Orlando, FL Ormond Beach, FL Sanford, FL Sarasota Co, FL St. Petersburg, FL Sumter Co, FL
	2017 Harvey	Aransas Co, TX San Patricio Co, TX	Corpus Christi, TX
	2016 Matthew	Hilton Head Island, SC	Long Cove POA, SC
		Windmill Harbor POA, SC	Norfolk, VA
	2014 AL Tornado	ACCA- Blount Co, AL	
	2014 Pax – Ice Storm	Berkeley Co, SC	Dorchester Co, SC

Subcontractor	Storm Event	Work Location	
	2011 Irene	James City Co, VA York Co, VA	Newport News, VA Rocky Mount, NC
	2005 Dennis	Bay Co, FL	Destin, FL
	2005 Wilma	Ft. Lauderdale, FL	West Palm Beach, FL
	2005 Rita	Calcasieu Parish / Lake Charles, LA	
	2005 Katrina	Aventura, FL Daphne, AL Lazy Lakes, FL	Pascagoula, MS Pompano Beach, FL Wilton Manors, FL
	2004 Ivan	Escambia Co, FL	Walton Co, FL

Pre-Qualified Subcontractors that worked for CrowderGulf after Major Disasters

Currently, we have subcontracts or Letters of Commitment with these Subcontractors listed below. They have worked for CrowderGulf after the Events and in the locations provided below. CrowderGulf maintains full compliance with current procurement regulations, specifically **44 CFR 206.10 and 2 CFR 200.321.**

Texas activations have been highlighted below:

Subcontractor	Storm Event	Work Location	
4M Services (Alva, FL) (PUSH, ROW Hauling, HaulOuts) 13 Activations **Master Subcontract # 20_1865**	2023 AR Tornado	North Little Rock, AR	Sherwood, AR
	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL	Ft. Myers Beach, FL Lee County, FL Sanibel, FL
	2022 FL Tornado	Lee County, FL	
	2021 Ida	Gulfport, MS	
	2020 Sally	AL DOT	Orange Beach, AL
	2020 Laura	Lake Charles, LA	
ABC Hauling Services / RAL Services Corp. (Miami, FL) (HaulOuts) 32 Activations 7Activations in TX **Master Subcontract # 16_915**	2022 Ian	Ft. Myers, FL Ft. Myers Beach, FL	Lee County, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Lake Charles, LA Dequincy, LA West Lake, LA	Calcasieu Parish, LA Iowa, LA Vinton, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	Bay Co, FL Jackson Co, FL Lynn Haven, FL	Panama City, FL Panama City Beach, FL
	2018 Florence	Duplin Co, NC	
	2017 Harvey	Aransas Co, TX Aransas Co, TX (PPDR)	Corpus Christi, TX San Patricio, TX
	2016 Matthew	Hilton Head Island, SC	Thunderbolt, GA
	2011 Tornado (MO)	Joplin, MO	
	2011 Irene	Dare Co, NC	
	2008 Ike	Bolivar Peninsula, TX League City, TX	Manvel, TX
	2005 Wilma	Ft. Lauderdale, FL	
Ault Enterprises LLC (Bark River, MI) (ROW Hauling, Waterway Debris Hauling) 13 Activations 1 Activation in TX **(Master # 16_794)**	2022 Ian	Lee County, FL	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Sulphur, LA	
	2018 Michael	FL Dept. of Enviro. Protection	Panama City, FL
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2017 Irma	FL Dept. of Enviro. Protection	(Clay/Putnam, Duval, Volusia/Brevard)
	2017 Harvey	Corpus Christi, TX	
	2016 Matthew	FL Dept. of Enviro. Protection	Hilton Head Island, SC
Barnhart Debris Removal (Magnolia, AR) (PUSH, ROW Hauling, Site Work, HaulOuts, L&H, White Goods) 12 Activations – 1 in TX **Master Subcontract # 17_1217**	2022 Ian	Castleberry, FL	
	2021 Ida	Audubon Institute, LA	
	2020 Laura	Lake Charles, LA Iowa, LA	Calcasieu Parish, LA Vinton, LA
	2018 Michael	Apalachicola, FL Carrabelle, FL Franklin Co, FL	Panama City ,FL Washington Co, FL
	2017 Harvey	Brazoria Co, TX	

Subcontractor	Storm Event	Work Location	
Beeghly Tree (Somerset, PA) (ROW Hauling, L&H) 11 Activations **Master Subcontract # 20_1871**	2023 Tornados	Edgecombe Co, NC Nash Co, NC	Rocky Mount, NC
	2022 Ian	Lee Co, FL	Sanibel, FL
	2020 Zeta	Biloxi, MS	D'Iberville, MS
	2020 Sally	AL DOT Baldwin Co, AL	Fairhope, AL Gulf Shores, AL
C & W Trucking, Inc (Winter Garden, FL) (HaulOuts) 16 Activations 2 Activations in TX **Master Subcontract # 17_1292**	2017 Irma	Casselberry, FL	Edgewood, FL
		Lake Mary, FL	Lake Co, FL
		Orlando, FL	Polk Co, FL
		Sanford, FL	
	2017 Harvey	Brazoria Co, TX	Montgomery Co, TX
	2012 Tornado	Polk Co, FL	
	2008 T.S. Fay	Brevard Co, FL	
	2005 Wilma	Aventura, FL	West Palm Beach, FL
	2004 Charley, Frances, Jeanne	Brevard Co, FL	Orange Co, FL
		Jupiter, FL	
Clinton Lumber Co. LLC Willow Springs, MO) (ROW Hauling) 11 Activations 2 Activations in TX **Master Subcontract # 17_1269**	2023 Ice Storm TX	Travis County, TX	
	2022 Ian	Ormond Beach, FL	
	2022 FL Tornado	Lee Co, FL	
	2020 Laura	Lake Charles, LA	
	2018 Michael	Apalachicola, FL Casselberry, FL	Franklin Co, FL
	2017 Irma	Flagler Beach, FL Lee Co, FL	Ormond Beach, FL Panama City, FL
Creel Brothers, Inc. (Franklinton, LA) (PUSH, ROW Hauling, L&H, Stumps, HaulOuts) 18 Activations 5 Activations in TX **Master Subcontract # 20_1863**	2023 Idalia	Thomas Co, GA	
	2023 Ice Storm TX	Austin, TX	Travis Co, TX
	2022 Ian	Bonita Springs, FL Ft. Myers, FL Ft. Myers Beach, FL Venice, FL	Lee County, FL Le Co Public Schools, FL Sanibel, FL
	2022 SC Ice Storm	SCDOT	
	2021 Ida	St. John the Baptist Parish, LA	
	2021 TX Demo	Friendswood, TX	
	2021 TX Tornado	Friendswood, TX	Sugar Land, TX
	2021 LA Tornado	Calcasieu Parish, LA	
	2020 Laura	Calcasieu Parish, LA	Lake Charles, LA
Crooked River LLC (Trimble, MO) ROW Hauling 2 Activations- 1 in TX **Master Subcontract # 17_1039**	2018 Michael	Panama City, FL	
	2017 Harvey	Dickinson, TX	
DEH Disaster Recovery LLC (Ft. Valley, GA) (ROW Hauling, L&H, Stumps) 23 Activations 3 Activations in TX **Master Subcontract # 14_497**	2022 Ian	Ft. Myers, FL	Lee Co, FL
	2020 Sally	Baldwin Co, AL	Fairhope, AL
	2018 Michael	Decatur Co, GA	Bainbridge, GA
	2018 Florence	Bald Head Island, NC Bolivia, NC Brunswick Co, NC Caswell Beach, NC Leland, NC	Northwest, NC Oak Island, NC Shallotte, NC Varnamtown, NC
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Hilton Head Island, SC	
	2016 Hermine	Leon Co, FL	Tallahassee, FL
	2014 Ice Storm Pax	Berkeley Co, SC	Dorchester Co, SC
DM Bass, Inc (Bogalusa, LA) (PUSH, ROW Hauling) 6 Activations **Master Subcontract # 18_1808**	2022 Ian	Lee County, FL	Lee Co Public Schools, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2020 Laura	Lake Charles, LA	
	2018 Michael	Jackson Co, FL	Panama City, FL
Four Points Recycling (Jacksonville, NC) (ROW Haul) 9 Activations	2018 Florence	Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC
	2017 Irma	Chatham Co, GA	
	2016 Matthew	Currituck Co, NC	Rose Hill, NC

Subcontractor	Storm Event	Work Location	
Master Subcontract # 16_833		Duplin Co, NC Raleigh, NC	Sunset Beach, NC
Four R Equipment / Coastline Energy Resources (Miramar, FL) (ROW Hauling, HaulOuts) 15 Activations 3 Activations in TX **Master Subcontract # 12_173 / 21_1880**	2022 Ian	Punta Gorda, FL	
	2021 Ida	Calcasieu Parish, LA Waterways	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Panama City, FL	
	2017 Irma	Miami Springs, FL	FL DEP Waterway Cleanup
	2016 Matthew	FL Dept. of Enviro. Protection	Edgewater, FL
	2016 Hermine	Tallahassee, FL	
	2014 Pax (Ice Storm)	Dorchester Co, SC	
	2011 Irene	Newport News, VA	
	2008 Ike	Bolivar Peninsula Kemah, TX	League City, TX
	2005 Wilma	Pembroke Pines, FL	
Gaston / Wood Resource Recovery (Gainesville, FL) (PUSH, ROW Hauling, Stumps, L & H, DMS Grinding, HaulOuts) 25 Activations **Master Subcontract #s 17_1468 / 20_1869**	2022 Ian	FL Dept. Enviro. Protection Port Orange, FL Sanford, FL	Lee Co, FL St. Petersburg, FL
	2020 Sally	AL DOT SW Region	Baldwin Co, AL
	2020 Tornado	Volusia Co, FL	
	2018 Michael	Bay Co, FL Panama City, FL	Jackson Co, FL
	2017 Irma	Fl. DEP Waterway Cleanup Flagler Beach, FL Flagler County, FL Ormond Beach, FL	Palm Coast, FL Polk Co, FL St. Petersburg, FL Tarpon Springs
	2016 Matthew	Clay County, FL Flagler Beach, FL Flagler County, FL	Orange Park, FL Ormond Beach, FL Palm Coast, FL
Gotus Trucking (Harrisville, PA) (ROW Hauling, L & H, Stumps) 29 activations 4 Activations in TX **Master Subcontract # 16_666**	2023 VA Tornado	Virginia Beach, VA	
	2022 Ian	Lee Co, FL	Bonita Springs, FL
	2021 KY Tornado	Bowling Green, KY	Warren County, KY
	2020 Zeta	Gulfport, MS	
	2020 Laura	West Lake, LA	Calcasieu Parish, LA
	2020 Isaias	Newport News, VA	
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2019 Imelda	Montgomery Co, TX	
	2019 Dorian	Dorchester Co, SC	
	2018 Michael	Panama City, FL	
	2018 Florence	Fayetteville, NC	
	2017 Harvey	Aransas Co, TX Corpus Christi, TX	Nueces Co, TX
	2016 Matthew	Chesapeake, VA Currituck Co, NC	Fayetteville, NC Norfolk, VA Southern Shores, NC
	2016 LA Flooding	Central, LA	
	2016 Tornado	Essex Co, VA	
	2005 Wilma	Ft. Lauderdale, FL Wilton Manors, FL	Lazy Lakes, FL
	2005 Katrina	Pembroke Pines, FL	
Gulf Atlantic Construction & Marine (Grand Bay, AL) (DMS Site Work, HaulOuts, Sand, Dredging, Waterway, ROW Hauling) 17 Activations 2 Activations in TX **Master Subcontract# 17_1052**	2022 Ian	Bonita Springs, FL Ft. Myers Beach, FL	Lee Co, FL Sanibel, FL
	2020 Sally	AL DOT SW Region Baldwin Co, AL	Gulf Shores, AL Orange Beach, AL
	2020 Cristobal	Harrison Co, MS	
	2018 Michael	Bay Co, FL Dauphin Island, AL	Panama City, FL Mexico Beach, FL
	2017 Irma	Lake Co, FL	
	2017 Harvey	Baytown, TX	Brazoria Co, TX
	2017 Nate	Dauphin Island, AL	
H2 Construction LLC (Waverly, MO) (ROW hauling, L & H, Stumps) 10 Activations	2022 Ian	Ormond Beach, FL	Ocoee, FL
	2018 Michael	Lynn Haven, FL	
	2017 Harvey	League City, TX	Nassau Bay, TX
	2017 Tornado	Hattiesburg, MS	

Subcontractor	Storm Event	Work Location	
2 Activations in TX **Master Subcontract # 14_219**	2016 Matthew	Liberty Co, GA	Port Wentworth, GA
	2016 LA Flooding	Central, LA	
	2014 Ice Storm Ulysses	Greensboro, NC	
HDR Trucking LLC (Bamberg, SC) (PUSH, ROW Hauling, HaulOuts, L & H, Demo) 22 Activations **Master Subcontract # 14_219**	2022 Ian	Kissimmee, FL	Ocoee, FL
	2022 SC Ice Storm Izzy	SCDOT	
	2020 Zeta	Harrison Co, MS	Gulfport, MS
	2018 Michael	Bay Co, FL Decatur Co, GA	Jackson Co, FL Bainbridge, GA
	2017 Irma	Brevard Co, FL Kissimmee, FL Lake Co, FL	Okeechobee Co, FL Polk Co, FL Sumter Co, FL
	2016 Matthew	Callawassie Island, SC Fripp Island, SC Hilton Head Island, SC	Hilton Head (POA) SC Windmill Harbour, SC
	2016 Hermine	Lean Co, FL	Tallahassee, FL
JTL & S Property Preservation (League City, TX) (ROW Hauling, L & H, White Goods, Freon Management) 32 Activations 15 Activations in TX **Master Subcontract # 17_1020**	2022 Ian	Bonita Springs, FL Estero, FL FDEM Ft. Myers, FL	Ft. Myers Beach, FL Lee Co, FL Sanibel, FL
	2021 Ida	St. John the Baptist Parish, LA	
	2021 May Flooding	Lake Charles, LA	Calcasieu Parish, LA
	2020 Laura	Dequincy, LA Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA Iowa, LA Sulphur, LA
	2020 TX Winter Storm	Friendswood, TX	
	2020 Tree work	Galveston Co, TX	
	2019 Marine work	Clean Harbors	
	2019 Tornado	Montgomery Co, TX	
	2017 Harvey	Alvin, TX Brazoria Co, TX Dickinson, TX Clear Lake Shores, TX Friendswood, TX League City, TX	La Marque, TX Nassau Bay, TX Seabrook, TX Webster, TX West Columbia, TX
Last Pass Inc. (Miami, FL) (ROW Hauling, L & H, HaulOuts, PUSH) 10 Activations **Master Subcontract # 22_1883**	2023 Idalia	Taylor Co, FL - Synergy	Ware Co, GA
	2022 Ian	Bonita Springs, FL Estero, FL Ft. Myers, FL FDEM	Ft. Myers Beach, FL Lee Co, FL Punta Gorda, FL Sarasota Co, FL
Lawn Rescue Plus (Miami, FL) (ROW Hauling, L & H, HaulOuts, Stumps) 34 Activations 1 Activation in TX **Master Subcontract # 16_743**	2021 Ida	St. John the Baptist Parish, LA	Audubon Institute, LA
	2020 Sally	Baldwin Co, AL	
	2020 Laura	Lake Charles, LA West Lake, LA Vinton, LA	Calcasieu Parish, LA West Calcasieu Port, LA Iowa, LA
	2020 Tornado	Nashville, TN	Chattanooga, TN
	2018 Michael	FL Dept. of Enviro. Protection Lynn Haven, FL	Panama City, FL Parker, FL
	2018 Florence	Holly Ridge, NC Jacksonville, NC North Topsail Beach, NC	Onslow Co, NC Richlands, NC Swansboro, NC
	2017 Irma	Aventura, FL Brevard Co, FL Cocoa Beach, FL Collier Co, FL	FL Dept. of Env. Protection Miami, FL Miami Springs, FL Sunny Isle Beach, FL
	2017 Harvey	Aransas Co, TX	
	2016 Matthew	Hilton Head Island, SC	Windmill Harbour POA, SC
	2016 Hermine	Leon County, FL	Tallahassee, FL
McCombs Tree Service (Rockledge, FL) (ROW Hauling) 9 Activations	2021 Ida	Biloxi, MS Maintenance	
	2018 Florence	Onslow Co, NC	Swansboro, NC
	2016 Matthew	Brevard Co, FL	Cocoa Beach, FL
	2016 Hermine	Leon Co, FL	Tallahassee, FL

Subcontractor	Storm Event	Work Location	
Master Subcontract# 15_295	2015 Winter Strom	Raleigh, NC	
	2012 TS Beryl	Nassau Bay, FL	
Michael's Tree Services (Memphis, TN) (ROW Hauling, L & H, DMS Site Work) 12 Activations **Master Subcontract # 17_1042**	2022 Ian	Sarasota Co, FL	Venice, FL
	2020 Sally	Fairhope, AL	AL DOT SW Region
	2018 Michael	Jackson Co, FL	
	2017 Irma	Lauderdale by the Sea, FL Lazy Lakes, FL Plantation, FL	Polk Co, FL Sunrise, FL Tarpon Springs, FL Wilton Manors, FL
New Gen Environmental Group / Bil-Jim Construction (Toms River, NJ) (ROW Hauling, Dredging, Demo, Waterway) 12 Activations 3 Activations in TX **Master Subcontract # 17_1024 / 13_479**	2021 Ida	State of New Jersey	
	2020 Zeta	Gulfport, MS	
	2020 Laura	Calcasieu Parish, LA	
	2018 Michael	Bay Co, FL	Panama City, FL
	2017 Irma	FL Dept. of Enviro. Protection	
	2017 Harvey	Montgomery Co, TX Dickinson, TX	Port Arthur, TX
	2016 Matthew	Fayetteville, NC	Raleigh, NC
	201-13 Sandy	State of New Jersey	
ReclaimIt Enterprises (Greenville, TN) (PUSH, ROW Hauling, L & H, HaulOuts) 19 Activations **Master Subcontract # 18_362**	2022 Ian	Apopka, FL Charlotte Co Public Schools Estero, FL	Lee Co, FL Venice, FL Winter Garden, FL
	2020 Zeta	Audubon Institute, LA	
	2020 Delta	Iowa, LA	
	2020 Sally	Orange Beach, AL Spanish Fort, AL	Gulf Shores, AL
	2020 Laura	Lake Charles, LA Sulphur, LA	Calcasieu Parish, LA
	2018 Michael	Jackson Co, FL Lynn Haven, FL	Panama City, FL Parker, FL
	2011 Irene	James City Co, VA	
Riccelli Enterprises (North Syracuse, NY) (HaulOuts) 15 Activations **Master Subcontract # 17_1099**	2022 Ian	Edgewater, FL Ft. Myers, FL Ft. Myers Beach, FL	Lee County, FL Sanibel, FL Volusia Co, FL
	2020 Laura	Calcasieu Parish, LA	Lake Charles, LA
	2020 TN Tornado	Nashville/Davidson Co, TN	
	2018 Michael	Bay Co, FL Panama City, FL	Parker, FL Washington Co, FL
	2017 Harvey	Aransas Co, TX	San Patricio Co, TX
Statewide Tub Grinding/ WLW (Apopka, FL) (PUSH, ROW Hauling, Stumps, HaulOuts) 17 Activations 4 Activations in TX **Master Subcontract # 15_616**	2022 Ian	Venice, FL	
	2018 Michael	Apalachicola, FL Franklin Co, FL	Carrabelle, FL Parker, FL
	2017 Irma	Fort Myers, FL Lake Co., FL	Lee Co., FL Sanibel, FL
	2016 Matthew	Brevard Co, FL Ormond Beach, FL	Cocoa Beach, FL
	2008 Ike	Galveston Co, TX La Marque, TX	Texas City, TX Tiki Island, TX
	2005 Wilma	Ft. Lauderdale, FL	
Steadfast Services / Slick Machines (Cummings, GA) (ROW Hauling, Site Grinding, HaulOuts, Sand, Concrete) 5 Activations 2 Activations in TX **Master Subcontract# 17_1031**	2022 Ian	Lee Co, FL	
	2017 Harvey	Port Arthur, TX	
	2011 Deep Water Horizon Oil Spill	Obrien's BP Oil Spill AL	
	2008 Ike	Bolivar, TX	TX GLO
Waterfront Recovery LLC (Rockledge, FL) Waterway Debris 4 Activations **Master Subcontract # 17_966**	2021 Laura -Waterways	Calcasieu Parish, LA	
	2018 Michael	FL Dept. Of Enviro. Protection	
	2017 Irma	FL Dept. Of Enviro. Protection	
	2016 Matthew	FL Dept. Of Enviro. Protection	

➢ Quality Control

The purpose of a Quality Control Plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective, and safe debris removal and reduction. **CrowderGulf's success in managing quality is achieved by our commitment and attention to the people, processes, and procedures involved in our projects. This starts with identifying and communicating the following Fundamental Values to Quality Control Success:**

- Assurance of open and honest communication with clients at all levels in order to foster a clear and mutual understanding of expectations and promote mutual respect.
- Commitment to high quality standards - "Lead by Example".
- Dedication to staff training and education at all levels to ensure correct and safe performance of their tasks.
- Implementing "Clean as You Go" policy for every task.

Our complete QC plan will be provided upon request.

The purpose of a quality control plan is to provide guidance and consistent attention to workplace policies and procedures in order to facilitate efficient, effective and safe debris removal and reduction.

"Clean As You Go"

This concept is the centerpiece of our Quality Control Plan when removing debris. "*Clean As You Go*" is a simple concept that is defined as doing the best job possible the first time, to reduce the necessity for redoing any work. This policy does not preclude contracted multiple passes. It simply implies that all the debris will be removed on every pass, regardless of the number of passes required by the City. This philosophy is especially important for debris work during emergencies or major disasters where restoration of critical public functions is the highest priority. CrowderGulf was the debris contractor that first coined the term "*Clean As You Go*" over 20 years ago. Recently, the term has been used by other contractors in their proposals and by municipalities in their RFPs. All CrowderGulf employees, subcontractors and consultants are expected to abide by this policy.



Example of 'CLEAN AS YOU GO' Debris Removal

Inspections

To ensure the quality and timeliness of work, CrowderGulf will use a hierarchy of assigned inspection responsibilities based on the nationally recognized Incident Command System (ICS). This arrangement limits the respective spans of control to appropriate levels and has proven to facilitate optimum performance.

Security

CrowderGulf will restrict general access to its DMS operations to essential company and City personnel for both security and safety. Managers and supervisors will be granted access to a site(s) based upon their duties, responsibilities and spans of control. Operating personnel will be granted access to sites relevant to their respective tasks.

Maintenance

CrowderGulf follows manufacturer's maintenance recommendations on all of its equipment. CrowderGulf systematically performs "routine maintenance" appropriate to each item of equipment. This maintenance is reported on an equipment log that is retained for the life or ownership of the equipment. CrowderGulf's maintenance system uses its employees or contracted full-time mechanics and/or oilers for daily and routine maintenance. Heavy maintenance and/or major repairs of company-owned equipment are performed by heavy equipment maintenance firms under contract with CrowderGulf.

Knowledge and Training

CrowderGulf's Quality Control Manager will conduct briefings and de-briefings no less than once a day for the team managers and weekly for supervisors. Organizational and functional relationships will be thoroughly reviewed with supervisory personnel on an on-going basis. CrowderGulf employs debris-experienced equipment operators, foreman, supervisors, and subcontractors. In accordance with these established practices, CrowderGulf supervisors will evaluate the knowledge and debris experience of each operator and subordinate employees, regarding the specifics of his or her assigned tasks, to determine if the employee requires additional training.

➢ Health and Safety

CrowderGulf's Philosophy of Safety

All Company operations are managed with an aggressive and proactive commitment to the safety and well-being of employees, subcontractors and the public at large. We believe that this commitment to safety must go hand-in-hand with our commitment to quality production and cost efficiency. CrowderGulf believes that ALL injuries and accidents are preventable through the establishment of and compliance with safe work procedures. Therefore, the prevention of bodily injury and the safeguarding of health are the first considerations in all workplace actions and are the responsibility of every employee and subcontractor at all levels. This philosophy is reinforced and fulfilled as defined below:

- The CrowderGulf Safety Plan for the City shall be in place at all times to provide mandated directives, required actions, procedures and guidance for all levels of employees from initial response to final closure. The Safety Plan is intended to ensure that all employees work safely and remain safe.
- At all times, CrowderGulf will comply with appropriate safety/ security laws and regulations such as those established by:
  - The Occupational Safety and Health Act (OSHA),
  - The EPA (Environmental Protection Agency),
  - The DOT (Department of Transportation),
  - All other applicable federal, state and local safety and health regulations, and any additional safety standards required by the City

Corporate Commitment to Safety

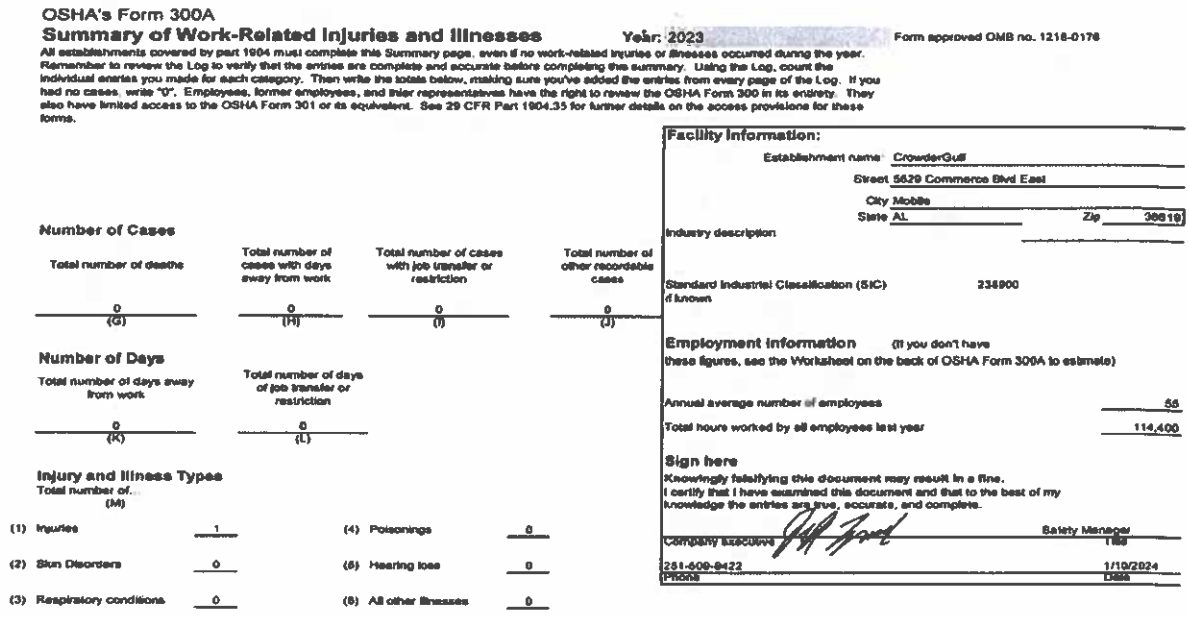
CrowderGulf is committed to providing an accident-free experience for our employees, subcontractors, visitors to our work sites and to the public we encounter during the execution of our projects. Our leadership team is firmly committed to the belief that "All Accidents Are Preventable". To emphasize our commitment to achieving an accident-free experience in every CrowderGulf project, our Company's Senior Executive, Mrs. Ashley Ramsay-Naile, serves as the senior Safety Official. Mrs. Ramsay-Naile's personal attention to CrowderGulf's safety, health and accident prevention performance establishes an absolute standard of top priority for all personnel throughout the organization. Many companies have written safety plans for individual safety topics, but few have a comprehensive plan designed to drive all company operations. CrowderGulf's corporate commitment to safety starts with its written Health and Safety Plan and includes all facets of company planning and operations. Our complete Health and Safety Plan is available upon request.

Safety Performance Summary

Since 2012, CrowderGulf has received no citations, notifications or violations, pertaining to OSHA. CrowderGulf has worked approximately 1,675,671 and experienced 1 total recordable, which is well below industry standard. CrowderGulf policy is that daily toolbox meetings are mandatory, and the Job Safety Analysis (JSA) process to be used as a communication tool for our workers. Every person involved in a CrowderGulf project has not only the right, but the responsibility to stop the job if an unsafe act or situation is discovered, or if there is a need for more understanding of the work process.

Year	Hours Worked	OSHA Recordable	Days Away From Work Cases	R.I.F Rate (Recordable Incident Frequency)	D.a.r.t. Rate (Days Away, Restrictions, or Transfers)
2023	114,400	0	0	0	0
2022	414,960	1	1	.48	.48
2021	161,180	0	0	0	0
2020	177,820	0	0	0	0
2019	189,433	0	0	0	0
2018	173,960	0	0	0	0
2017	148,975	0	0	0	0
2016	111,243	0	0	0	0
2015	94,222	0	0	0	0
2014	89,478	0	0	0	0

*As additional documentation of our exemplary safety record, our most current **OSHA Form 300A – Summary of Work-Related Injuries and Illnesses**, as well as previous years', can be provided upon request*



OSHA's Form 300A

Summary of Work-Related Injuries and Illnesses Year: 2023 Form approved OMB no. 1218-0176

All establishments covered by part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 for further details on the access provisions for these forms.

Facility Information:

Establishment name: CrowderGulf
Street: 5629 Commerce Blvd East
City: Mobile
State: AL Zip: 36619
Industry description:
Standard Industrial Classification (SIC) if known: 234900

Number of Cases

Total number of deaths (G)	Total number of cases with days away from work (H)	Total number of cases with job transfer or restriction (I)	Total number of other recordable cases (J)
0	0	0	0

Number of Days

Total number of days away from work (K)	Total number of days of job transfer or restriction (L)
0	0

Employment information (If you don't have these figures, see the Worksheet on the back of OSHA Form 300A to estimate)

Annual average number of employees: 55
Total hours worked by all employees last year: 114,400

Injury and Illness Types

Total number of... (M)

(1) Injuries	1	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Sign here

Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive | Title: Safety Manager
Phone: 251-609-8422 | Date: 1/10/2024

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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CrowderGulf's Site Specific Safety Plan

The Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) for the City shall include the following commitments:

- Maintaining a safety and health program that meets the requirements of OHSA and all applicable laws.
- Equipping employees and subcontractors with the required safety equipment, hard hats, clothing, and other safety materials necessary to perform specific work tasks.
- Preparing an Accident Prevention Plan (APP) and Site Safety and Health Plans (SSHP) to inventory and address specific work hazards.
- Providing employees and subcontractors with the continuing safety and health training necessary to enable them to perform their work in a safe manner.
- Assuring that at no time, while on duty, may employees or subcontractors be under the influence of alcohol, narcotics, intoxicants or mind-altering substances. Violations of this policy may result in immediate dismissal.
- Assuring that employees and subcontractors be required to immediately report all accidents, injuries, and "near misses" to their supervisor.
- Conducting safety meetings to review past activities, plan for new or changed operations, review hazard analyses and establish safe working procedures.
- Communication of Health, Safety, Security and Environment (HSSE) standards will take place in orientation training, safety meetings specific to individual situations, daily toolbox meetings, memos and other ways CrowderGulf deems appropriate.
- Assuring that all associates, regardless of position know that they have the right to "Stop the Job" in the event of a HSSE deficiency.
- Conducting Job Hazard Analyses (JHA) to define the activities being performed, the sequences of work, the specific hazards anticipated, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level.

A list of local Hospitals, Police Stations, and Fire/Emergency Response Stations will be provided as part of the Safety Plan after project activation.

SAFETY WILL BE THE PARAMOUNT CONCERN AT ALL TIMES

➢ Environmental and Cultural Sensitivity

CrowderGulf is committed to unequivocal protection of the environment at all work sites and surrounding areas. This is accomplished by paying attention to organizational, operational and performance details. CrowderGulf personnel or subcontractors assigned to specific contractual duties that substantially impact environmental quality (i.e., incinerator operators) will have the quality of their work continually evaluated by a senior supervisor. Employees with duties partially or indirectly applicable to environmental protection will have those duties evaluated daily, whether relating to noise, smoke, dust, traffic, drainage or general containment actions or containment actions specifically related to hazardous materials.



Regulatory Permits and Compliance

CrowderGulf will ensure all applicable permits are obtained before work is started, including but not limited to the following:

- Reclamation of Surface Mining Sites
- Ground and Surface Water
- Local Health Department Permits
- Air Quality
- Forestry
- Storm Water

We work in full regulatory compliance with all agencies involved in disaster recovery including, but not limited to:

- Federal Emergency Management Agency (FEMA)
- Federal Highway Administration (FHWA)
- Environmental Protection Agency (EPA)
- United States Army Corps of Engineers (USACE)
- Department of Health
- Department of Transportation
- United States Coast Guard (USCG)

Environmental and Historic Considerations

State and local regulations, laws and ordinances will be addressed and followed for all environmental and historic preservation issues. The following list provides a brief review of the primary Federal laws which must be considered during debris management practices:

- National Environmental Policy Act
- Clean Water Act
- Clean Air Act
- Coastal Barrier Resources Act
- Coastal Zone Management Act
- Endangered Species Act
- Fish and Wildlife Coordination Act
- Wild and Scenic Rivers Act
- Executive Orders
- National Historic Preservation Act
- Resource Conservation & Recovery Act

Specific Environmental Concerns

Spills or Leaks

Should a spill or leak occur during performance of this contract, CrowderGulf will report the spill or leak to the City. CrowderGulf shall be responsible for cleaning up all spills in compliance with federal, state, and local laws and regulations and at no cost to the City or other government entities.

Asbestos Containing Materials

CrowderGulf is experienced in successfully managing the removal of asbestos containing material. If asbestos is encountered during a recovery effort for the City, CrowderGulf will utilize its resources to ensure all asbestos related activities are in accordance with Environmental Protection Agency (EPA) requirements, specifically the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61, Subpart M. CrowderGulf staff will always comply with all environmental laws and regulations. CrowderGulf will conduct all debris operations outlined in this proposal to meet the program standards provided for in the **FEMA Public Assistance Program and Policy Guide**. In addition, CrowderGulf will conduct all debris related operations in accordance with all applicable federal, state, and local laws, rules and/or regulations.

➢ Public Relations

After a disaster, residents want answers regarding recovery operations. CrowderGulf will work closely with the City to ensure that the residents are given accurate and timely information for their use and own individual planning purposes.

Developing a Public Information Campaign

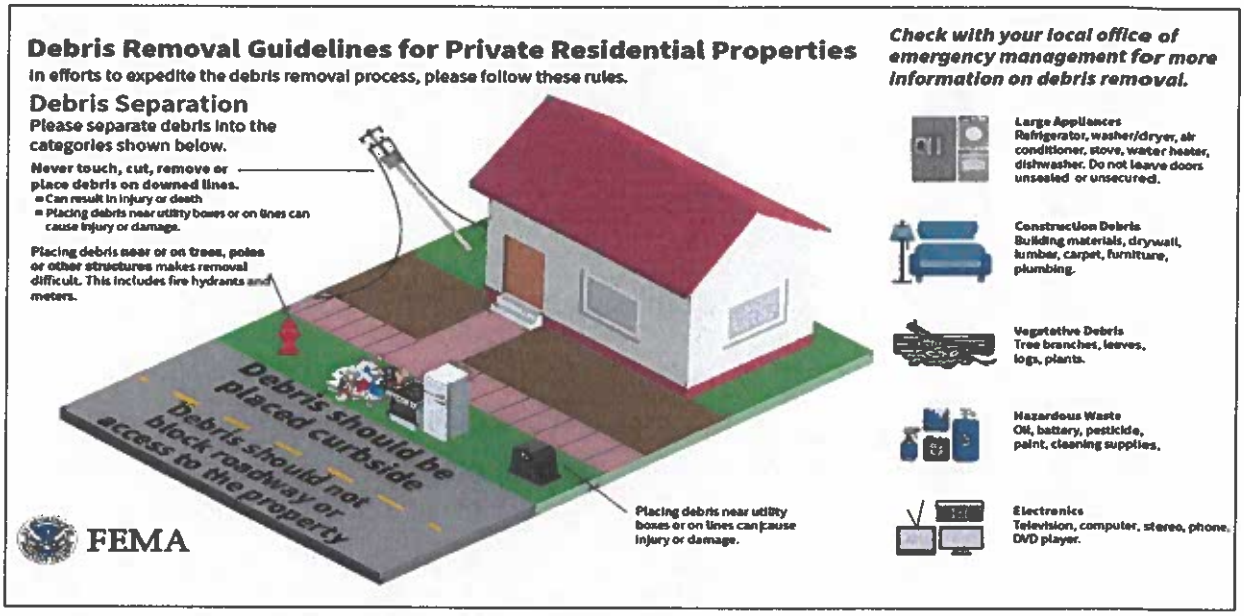
Experienced CrowderGulf personnel will be available to assist the City in the development of a public information campaign, Specific to the disaster. The information could include the parameters, rules and guidelines of debris operations so residents can begin their personal recovery activities. The language used will be simple and easy for all residents to understand. Materials and information may be distributed in more than one language for it to be understood by non-English-speaking populations and neighborhoods.

Distribution Strategy

The following are suggested vehicles for distributing the information:

- **Media** – Local television, radio, newspapers, or community newsletters
- **Internet Site** – City of Tyler website
- **Public Forums** – Interactive meetings at town hall or shopping area kiosks
- **Direct Mail Products** – Door hangers, direct mail, fact sheets, flyers within billings, and billboards

Below is a Sample Flyer that can be distributed to local media outlets to assist citizens in properly segregating their debris curbside:



Updates and Redistribution

The public information strategy will be able to address changes and revisions as debris removal operations progress. During the early stages of the operations, distribution may rely on the immediate transmission of the information through radio and television, to update the general public regarding the debris removal operations. Once operations become more routine and predictable, the information can be distributed through the print media, such as newspapers, mailings, and flyers.

Debris Information Center

CrowderGulf can assist the City in establishing a temporary debris information center to address concerns and complaints, and answer questions that are not included in the public information campaign at-large. The debris information center may also be utilized to report fraud. Regardless of the venue, it will be important to address the residents' concerns, complaints, and questions in a timely and efficient manner. Feedback from the information center will give the Management Team an indication of how effective and efficient the operations are progressing. The City and the On-Site Management Team may use this information to adjust operations appropriately.



CROWDER GULF

5. Personnel



Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

5. Personnel

Key Personnel

CrowderGulf Disaster Management brings a responsible and experienced organization to partner with the City of Tyler. CrowderGulf's extensive experience and personnel resources enable us to quickly assemble uniquely trained and experienced project teams and match specialized equipment and subcontractor resources with project execution requirements. All CrowderGulf officers, managers and supervisors have been involved in previous successful debris recovery operations and have been fully trained in quality control, safety, ethics and drug policies of CrowderGulf. Should we need their services we have additional management resources that include retired and semi-retired construction, City, County, FEMA, and Power Company professionals who are experienced in managing and inspecting disaster related work. We also have a standby agreement in place with various engineering companies to provide personnel for engineering services, if needed.

▪ Project Management Team Member Bios

The names and biographical information of CrowderGulf's professional staff that could be assigned to the City's Management Team are provided below. Each individual is very experienced in emergency debris management. Depending on the need, additional staff may service the City. All additional CrowderGulf staff added will be upon approval of the City. **CrowderGulf personnel assigned are dedicated to the project from activation until project closeout and if reassignments are necessary for CrowderGulf or the Client, we will communicate that immediately and make appropriate arrangements.** Assigned personnel will devote 100% of their time to the City. This provides consistency and enhances communication with all recovery agencies involved with the City's recovery.

Name	Position	Email	Phone	Years' Experience
Ashley Ramsay-Naile	President	jramsay@crowdergulf.com	(646) 872-1548	27
Reid Loper	Vice President / Senior Project Manager	rloper@crowdergulf.com	(678) 477-3755	15
Jacob "Matt" Tate	National Director / Response and Recovery	mtate@crowdergulf.com	(251) 402-4696	25+
Nick Pratt	Director of Operations	npratt@crowdergulf.com	(251) 402-5566	18
Barrett Holmes	Regional Director – East Coast - NY, NJ, CT	bholmes@crowergulf.com	(864) 569-6611	25+
Don Madio	Regional Director – FL	dmadio@crowdergulf.com	(813) 285-8749	23
Bill Doran	Regional Director - LA	bdoran@crowdergulf.com	(225) 456-1752	25
Leigh Anne Ryals	Regional Director – AL, MS & TX	lryals@crowdergulf.com	(251) 751-8660	25+
Drew Sprinkle	Regional Manager-AL, MS	dsprinkle@crowdergulf.com	(251) 423-1100	6
Joe Hayes	Regional Manager – FL	jhayes@crowdergulf.com	(561) 315-1360	6
Barton Holmes	Regional Manager – East	barton@crowdergulf.com	(864) 906-1671	5
Valerie Gonzalez	Regional Manager – TX	vgonzalez@crowdergulf.com	(361) 704-2548	12
Clayton Young	Regional Manager - TX	cyoung@crowdergulf.com	(940) 206-6996	12
Wilber Ledet	Senior Project Manager	wledet@crowdergulf.com	(228) 326-5915	12
Matt Lucas	Senior Project Manager, East Coast	mlucas@crowdergulf.com	(609) 731-2858	25+
Lew Najor	Project Manager	lnajor@crowdergulf.com	(850) 393-9985	27
Howard Turner	Project Manager - East Coast	hturner@crowdergulf.com	(804) 814-6197	19
Isam Brisco	Project Manager	ibrisco@crowdergulf.com	(512) 373-0586	8
Margaret Wright	Documentation Director / PhD	mwright@crowdergulf.com	(251) 604-6346	23
John Campbell	Senior Director – East	jcampbell@crowdergulf.com	(859) 963-8672	25+
Buddy Young	Senior Director - West	byoung@crowdergulf.com	(940) 597-4252	25+
Jeff Zemlik	Safety Manager	jzemlick@crowdergulf.com	(251) 509-9422	12
Wesley Naile	Contracts Manager	wnaile@crowdergulf.com	(251) 533-5585	18
Jesus Carretie	Program Manager	jcarretie@crowdergulf.com	(512) 375-0229	8

▪ Corporate Management Team / Top Level Management Personnel

The personnel listed below bring a wealth of disaster debris removal and management experience. They have been involved in management and operational decisions of all past contract activations for the past 10 years. Their knowledge and expertise make them invaluable assets in any debris removal operation from startup to final invoicing and reconciliation.

Ashley Ramsay-Naile – President – Previous Texas Experience



Mrs. Ramsay-Naile is a Graduate of the University of South Alabama. She has been involved in managing the day-to-day business of CrowderGulf operations since 1995 when Hurricane Opal impacted the Florida Panhandle. She has played a vital role in establishing the Disaster Administration Office (DAO) in which she has structured and managed since its acquisition. As President for CrowderGulf, her role has provided a liaison to clients, logistics coordination with our field operations, contract negotiations, preparation of proposals, subcontractor coordination, field supervisor, project management, and all aspects of back-office activities including accounts payable, accounts receivable and human resources. Having served in both field and documentation management positions, Mrs. Ramsay-Naile is very knowledgeable in all aspects of the debris recovery business and a national leader in the field. **Due to Ashley's integrity and excellent leadership skills, CrowderGulf has continued to cultivate one of the most dedicated and capable teams in the disaster debris recovery business.** Mrs. Ramsay-Naile is involved with all aspects of decision making for CrowderGulf and is an authorized contract signer for the Company.

Reid Loper – Vice President – Previous Texas Experience



As a leading expert in the disaster recovery field, Reid Loper has played a key role in successfully managing recovery for some of the nation's most known disasters including the BP Oil Spill, Hurricane Sandy in New Jersey, the unprecedented 2017 storm season in the south and Hurricane Michael in the Florida panhandle. He started his career with CrowderGulf in 2010 as a Senior Project Manager after gaining valuable experience in management, estimating, scheduling and budgeting as a project manager for a leading commercial construction company in Atlanta.

Managing simultaneous projects is one of Reid's strengths and he honed those skills even more during the BP Oil Spill. He successfully managed more than 1,200 people, 600 pieces of equipment and eight forward operating bases throughout Alabama. In 2012, Reid was selected to oversee CrowderGulf's Hurricane Sandy Response for the New Jersey Department of Environmental Protection Agency. Since that time, he has managed more than 50 million cubic yards of debris removal for all CrowderGulf projects.

Reid has been strategically involved in directing all CrowderGulf projects since his promotion to Vice President in 2016. Reid's excellent leadership, organizational skills, attention to detail, and his interpersonal relationships with Clients, fellow employees, and subcontractors, make him an invaluable asset to CrowderGulf and to the disaster debris industry. Reid played a key role during the unprecedented 2017 storm season directing 96 simultaneous contract activations and more than 150 project managers. Reid oversaw the 2018 Hurricane Michael debris missions after the Florida Panhandle was devastated by the first Category 5 hurricane to make landfall since 1992 Hurricane Andrew. This resulted in removing more than 14,000,000 cubic yards of debris. During the 2020 storm season, also one of the most active in history, Reid directed operations in Louisiana, Mississippi and Alabama, removing and disposing of more than 20,000,000 cubic yards of debris.

In addition to playing a leading role in disaster recovery for CrowderGulf, Reid also manages their waterway debris removal division, including projects from New Jersey, Florida, Alabama, and Texas, making him nationally renowned as one of the leading experts for water borne debris removal. When he is not working on disaster responses, Reid bids and oversees various types of construction projects under the special project division.

Academically, Reid graduated from Auburn University with a bachelor's degree in aerospace engineering and is a LEED Accredited Professional with certifications in NPDES and FEMA courses. He has a current OSHA 30 and HazWoper 40 certification is NIMS certified and holds general contractor licenses in the following states: Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, and Louisiana.

Reid is also a recognized leader in the community and was inducted into the Mobile Bay 40 under 40 class of 2021. He also serves as a board member for the Alabama Coastal Foundation, with a mission to improve and protect Alabama's coastal environment through cooperation, education and participation.

Jacob "Matt" Tate – National Director for Response and Recovery – Previous Texas Experience



Matt retired after 25 years with United States Army Corps of Engineers (USACE) with 20 of those years providing leadership in a variety of USACE projects, programs, and disaster related response missions. During his time with USACE, Matt was deployed as a Type 1 Debris Subject Matter Expert (Lead Debris SME) to 38 different disaster events that included floods, hurricanes, typhoons, wildfires, winter weather and building collapses throughout the United States and outside the continental United States. Matt has extensive knowledge in overall Project Management including Contract and Scope of Work development, Contract Negotiations, Budgeting, Scheduling, Resourcing, Cost Estimating, Quality Control, Safety and Debris Management /Removal Operations to include Right-of-Way Debris Removal (ROW), Private Property Debris Removal (PPDR), Commercial Debris Removal (CDR), Demolition, Waterway/Marine Debris, Debris Management Site (DMS) Development and Operations, Reduction, Recycling and Disposal. His extensive background makes him uniquely qualified to take on CG's newest role of "National Director for Response and Recovery". In this role, Matt will expand CG's opportunities in the federal markets while also bolstering our already successful pre-event contracting, as well as establish and foster strategic teaming partnerships.

Matt started his esteemed career as an Engineering co-op student in 1999 with USACE Mobile District. After graduating from the University of South Alabama in 2003 with a Bachelor of Science in Civil Engineering, Matt worked his way up to Supervisory Civil Engineer, and in 2008 was selected as Mobile District Disaster Program Manager for the Emergency Management Branch, Operations Division. Serving in this position, he was responsible for readiness and response activities throughout the districts area of responsibility which included all hazards disaster related programs, directives, detailed plans, and preparedness measures. He also served as the USACE National Debris Program Manager/ Lead Subject Matter Expert where he managed all FEMA missions that included assigned debris activities to the Department of Defense. Matt frequently briefed and provided information to the Head Quarters USACE and General Staff. He served as the primary point of contact for all manners of debris mission activation and deployment recommendations, to be prepared for potential debris missions. Matt received numerous awards and recognition throughout his illustrious career.

Margaret R. Wright, Ph.D. – Senior Documentation Director – Previous Texas Experience



Dr. Wright has over 25 years of professional training and managerial experience. As a vital member of CrowderGulf's Senior Management Team, her roles include technical proposal writing, training developer and facilitator, regulations compliance, management of record keeping, including day-to-day operations of work completed, communication and coordination with contracting entities during reconciling process, and conducting formal evaluations at completion of projects. Dr. Wright has worked in field operations setting up and managing field offices, hiring and training personnel to work with all required documentation, and at CrowderGulf's Disaster Assistance Office (DAO) after all major disasters since 2003.
After Hurricane Ike in 2003, Dr. Wright developed an Orientation Training Program for Hurricane Preparedness and FEMA Regulations. She and Mr. Young presented training courses throughout Florida, Virginia, South Carolina and Texas for CrowderGulf Clients with pre-event contracts. In 2017, Dr. Wright worked **onsite** with our Client and their monitoring firm to assure that documentation and FEMA reimbursement went smoothly after Hurricane Hermine caused damage in Florida. She worked to properly invoice and document approximately 9 Million Dollars for the City of Tallahassee and Leon County. Most recently, she and her team worked to invoice and reconcile over **180 Million Dollars for Hurricane Irma and over 86 Million for Hurricane Harvey**. Dr. Wright currently assists with proposal writing and mentoring new employees on disaster debris operations. (NIMS Trained)

Raymond "Buddy" Young – Senior Director – Texas Resident & Previous Texas Experience



Mr. Young was **Regional Director of FEMA Region VI from 1993 – 2001** and served as Administrator for 133 federally declared disasters and emergencies. He is nationally known and recognized in the Emergency Management field and is extremely knowledgeable about FEMA policies and procedures. He is a retired Captain of the Arkansas State Police where he served for 26 years. As the Director of Operations, Mr. Young has been directly involved in the field operations for all major disasters from Hurricane Isabel in 2003. Mr. Young's FEMA knowledge and experience is invaluable to both CrowderGulf and all clients as decisions must be made during the cleanup operation. Mr. Young is one of the most knowledgeable people working in the debris management field with firsthand experience in managing major disasters. He is also a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA). (NIMS Trained)

Gary Jones – FEMA Specialist and Technical Assistance Manager – Texas Resident & Previous Texas Experience



Mr. Jones has over 28 years of working for the Federal Emergency Management Agency (FEMA). He served as **Deputy Regional Director of FEMA Region VI for 17 years**. During those 17 years as Deputy, he also served as Acting Regional Director for 4 years. Mr. Jones was responsible for administration of emergency management programs in the FEMA Region VI states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. He provided direct oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region.

Additionally, Mr. Jones served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, and Hazardous Materials, Earthquake and Hurricane Preparedness, Dam Safety and Chemical Stockpile Emergency Preparedness programs. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters. Mr. Jones has a Master's Degree from Tulane University and a Bachelor's Degree from the University of Arkansas. (NIMS Trained)

- **Operations Manager, Regional Director, Regional Manager and Project Manager**

Nick Pratt – Director of Field Operations / Operations Manager – Previous Texas Experience



Mr. Pratt serves as CrowderGulf's Director of Operations. Nick is the lead in the initial onsite team when a disaster strikes our clients. His ability to assess damage, evaluate the needs, coordinate field assets and subcontractor resources is invaluable to the overall success of our many projects. Since starting work with CrowderGulf in 2004, Nick has worked in every disaster activation from Florida to Texas and New York to New Jersey. He has honed his skills as he worked in various field leadership positions, from crew foreman, equipment operator, field supervisor, project manager, and currently as the Director of Operations. Nick is a trustworthy man of action that works with Clients in an honest and forthright manner to help restore cities and counties after a disaster. His work ethic and management skills have gained him the respect of all that work with him, including the CrowderGulf team, Clients and subcontractors.

Since 2005, Nick has been one of the first CrowderGulf team members to be on the ground and/or in the air assessing the needs of our Clients, communicating with our team and directing the necessary resources to ensure every project is working to restore citizens to normalcy as quickly as possible. Mr. Pratt also serves as a vital Quality Control agent to ensure that all work is completed efficiently and within the parameters of all FEMA regulations, local and state laws.

Leigh Anne Ryals, ALEM, CLEM – Regional Director (AL, MS & TX) – Previous Texas Experience



Mrs. Ryals has over 17 years of experience and training in Emergency Management. She has 11 years serving as an Emergency Management Director and 5 years serving as a Disaster Public Information Officer. She has worked 12 Presidential Disaster Declarations and one Incident of National Significance, the Deep-Water Horizon oil spill, and of those disasters she served as Incident Commander for eight of those events prior to starting work with CrowderGulf. Mrs. Ryals joined CrowderGulf in 2011 and immediately began work in North Carolina following Hurricane Irene. She used her knowledge of the FEMA Public Assistance Reimbursement Program and experience to provide quality control and project oversight to assist our team and our clients in program policy and procedures.

Mrs. Ryals experience includes writing Debris Management and Mitigation Plans for County and Municipal Governments. She is extremely knowledgeable with FEMA's public assistance policies and procedures and has been successful in the FEMA appeals process. She has served as a member of the FEMA Hurricane Liaison Team and testified before the 110th and 111th U.S. Congress on Hurricane Katrina Preparedness and Response Initiatives – Best Management Practices. She obtained valuable knowledge in documentation proper damage survey, reports/technical writing, and extensive knowledge on FEMA policy and procedure. Mrs. Ryals learned first-hand the type of documentation and determination it takes to be successful in an OIG / FEMA audit.

Mrs. Ryals utilizes her knowledge and previous experience to train new Project Managers and enjoys sharing her experience through classes, seminars and national and state held conferences. She conducts client preparedness and education training and serves as a Project Manager when needed. Following Hurricane Matthew in Georgia, Hurricane Harvey in Texas and Hurricane Sally in Alabama, Mrs. Ryals utilized her knowledge and skills to provide project management expertise. Most recently, following Hurricane Ian, Mrs. Ryals provided Project Management Services to Synergy Inc., a private insurance Company representing the Charlotte County Florida School System. This work included the collection, removal and disposal of debris for thirty-five school properties and the demolition of two school facilities. She was Licensed and Certified as an Alabama Emergency Manager; and a NIMS 300 & 400 Course Instructor. She holds numerous FEMA and State Emergency Management Certifications.

Valerie Gonzalez – Regional Manager (TX) – Texas Resident & Previous Texas Experience



Ms. Gonzalez is a native Texas resident who enjoys the Great State of Texas and its vast beauties. Ms. Gonzalez believes in honesty, integrity and a strong work ethic. She was born and raised in the Lower Rio Grande Valley. Ms. Gonzalez relocated to San Antonio to attend the University of Texas San Antonito where she received an undergraduate degree in Biology and Criminal Justice. After receiving her undergraduate degree, Ms. Gonzalez moved to Houston to attend graduate school. She earned a Juris Doctorate from Thurgood Marshall School of Law and graduated as the valedictorian.

Prior to her employment with CrowderGulf, Ms. Gonzalez worked for Aransas County. She began as a Sanitarian ensuring citizen and business compliance with regulations regarding food safety and on-site sewage disposal. After 18 months of employment, she was promoted to Director of Environmental Health. In this position, she successfully assessed and navigated environmentally complex projects. As the Director of Environmental Health, Ms. Gonzalez simultaneously managed the solid waste program as well as the vector control program for Aransas County.

During her tenure as the Director of Environmental Health with Aransas County, she oversaw debris operations for Hurricane Harvey, a catastrophic Category 4 hurricane, which made landfall in Aransas County. As the debris manager, her duties included local, state, and federal coordination for debris clean up. Included in the debris clean-up, waterway debris removal as well as private property debris removal were also implemented and successfully completed. Ms. Gonzalez's ability to successfully communicate, collaborate and coordinate with the various agencies involved in debris removal led to recruitment and acceptance into the Texas Department of Emergency Management (TDEM) Disaster Recovery Task Force (DRTF) as a debris specialist. In her capacity as a debris specialist, she was deployed to the Eastland Fire Complex to assist the local agencies with debris clean up. In addition to her Harvey debris efforts, Ms. Gonzalez successfully consulted and coordinated with state and federal partners in the county wide aerial vector control activities to alleviate nuisance mosquitoes which promoted recovery efforts.

Clayton Young – Regional Manager (TX) – Texas Resident & Previous Texas Experience



Mr. Young has been employed with CrowderGulf since 2010. He has served as the Texas and Louisiana client representative in that time, as well as project manager for a number of disaster activations. He spent parts of 2010-2011 in Galveston County Texas overseeing operations for a buyout mitigation program that turned 800 properties destroyed by Hurricane Ike into green space on the Bolivar Peninsula. He was responsible for bidding and estimation of cost and reconstruction of these properties. After that project was completed, he spent time as a field supervisor in Alabama after the tornado outbreak in 2011. He was promoted to project manager and oversaw debris removal efforts in North Carolina for the NC DOT after Hurricane Irene, Montgomery and Waller Counties in Texas after they were flooded on April 15, and Memorial Day in 2015. In addition, he was called to action in Central Louisiana for flood cleanup in 2016.

In 2017, Hurricane Harvey caused significant damage to the entire State of Texas and Clayton served as project manager for the Cities of Dickinson, Friendswood, La Marque, Santa Fe, Clear Lake Shores, Jones Creek, Lake Jackson and Galveston County. After completing those projects in 2018, he switched gears and managed waterway restoration projects under a contract with the Texas General Land Office on the Colorado, San Bernard, and Brazos Rivers, as well as Chocolate Bayou and Oyster Creek. In late 2018, after Hurricane Florence hit the East Coast and Carolinas, he managed the debris recovery operations in Duplin County North Carolina. In early 2019.

Mr. Young headed back to the City of Dickinson, TX as project manager for the Dickinson Bayou cleanup and de-snagging project under the Natural Resources Conservation Service (NRCS) Mr. Young has spent time studying and living abroad which has given him unique worldview and the ability to understand and communicate with a wide range individual. He understands the bid process, contracting, mobilization, operation management, documentation and close out of disaster recovery projects. He excels at building close client relationships, business development and servicing pre-event contracts for Client's needs such as training and pre-planning. Clayton graduated from the University of North Texas where he focused on Entrepreneurial Management and International Business Practices. NIMS Trained

Isam Brisco – Project Manager – Texas Resident & Previous Texas Experience



Mr. Brisco, a Graduate of the University of North Texas, began working with CrowderGulf in 2017 as a field supervisor. His excellent work ethic, communication and job skills allowed him to take on more responsibilities as a Project Manager. After flooding from Hurricane Harvey in 2017, Isam managed the debris removal operation in Dickinson, TX.

Following Hurricane Michael in October 2018, Mr. Brisco was assigned as Project Manager in West Bay County Florida. His responsibilities included managing the PUSH Operations, locating and permitting suitable DMS, mapping and plotting debris on all County roads, assigning debris zones to subs and ensuring they adhered to assigned zones, supervising operations at DMS, providing debris estimations for the county, and keeping them updated on progress.

In August 2020, after Hurricane Laura damaged Southwest Louisiana, Mr. Brisco managed the debris removal operations in Calcasieu Parish, overseeing the day-to-day operations of a project that, at its peak, had over 200 trucks removing over 98,000 cubic yards of debris daily from over 1,200 square miles. He located and permitted 12 DMS in strategic locations throughout Calcasieu Parish to remove debris more effectively from the ROW. He was the liaison between the subcontractors, monitoring company, and client to ensure all aspects of the job were running smoothly and the Client's needs were met.

He also managed the debris removal operations from drainage laterals Calcasieu Parish, Louisiana. This project had several challenges including finding dry ground for barge offload sites where debris from specialized grapple barges could be loaded into trucks for haul out and reduction. Another challenge was the lack of easements and rights-of-way along many of the drainage laterals in the Parish. Thousands of private landowners were located and contacted for permission to perform debris removal from drainages on private property. Crowder Gulf removed over 2.2 million cubic yards of storm debris from over 800 miles of drainage laterals. (NIMS Trained) (Certified Asbestos Supervisor)

When Hurricane Nicholas struck the Texas coast in Brazoria County, Isam was onsite the morning after landfall to begin damage assessments for five clients located in the affected area. Crowder Gulf was activated in the area and Mr. Brisco headed up the debris removal project of over 200,000 cubic yards of debris for the five affected clients.

▪ Regional Directors and Regional Managers



Don Madio – Regional Director (FL) – Previous Texas Experience

Don Madio is a life-long resident of Florida and serves as CrowderGulf's Regional Director for the state. Mr. Madio began his career in the disaster recovery industry in 1999. Since that time, he has served on more than 200 mid-to-large scale disaster recovery, waterway, and debris management projects. Upon taking a position with CrowderGulf following Hurricane Mathew, Don oversaw seven debris removal and waterway projects that were successfully completed within the client's time frame and contract specifications.

Shortly thereafter, in 2017, Don became Florida's Regional Manager following the devastation of Hurricane Irma, one of the most powerful and damaging Atlantic hurricanes ever recorded. His extensive management experience, multi-tasking and organizational skills served him well as he was tasked to oversee operations throughout the state. He and his team of project managers and field supervisors successfully managed the removal of over 11.8 million cubic yards of debris for 64 debris management and waterway projects. Following Hurricane Michael's destructive impacts in the Florida Panhandle, Don helped supervise multiple projects throughout the region, where over 15 million cubic yards of debris were removed and disposed. Recently, Don worked throughout the state of Florida providing guidance and assistance to CrowderGulf clients affected by Hurricane's Ian and Nicole in 2022. Don also helped supervise the management of 34 different contract activations for both storms. He continues to provide guidance for those projects and multiple activations in the wake of Hurricane Idalia along Florida's West Coast in 2023.

When he is not in the midst of storm season, Don enjoys traveling the state and building relationships with clients as well as providing contract maintenance, training, and technical assistance. A seasoned believer in pre-planning and operational improvement, Don also administers annual training to project managers, field supervisors, and regional subcontractors. Mr. Madio is a University of Florida graduate and holds multiple FEMA and USACE certifications.



Barrett Holmes – Regional Director (East Coast) – Previous Texas Experience

Colonel (Retired) Holmes joined the CrowderGulf Management Team with more than 30 years of successful leadership and management experience with the United States Army. He is a combat veteran of the United States Army with a distinguished military career where he successfully led engineer units from the platoon to the brigade level. He commanded the 20th Engineer Battalion and was assigned to the First Brigade Combat Team of the First Cavalry Division, Fort Hood, Texas. The Battalion was awarded the Army Valorous Unit Citation for their Combat Service during Operation Iraqi Freedom II. Under his leadership, the 20th Engineer Battalion supervised construction projects valued at over $718 million in eastern Baghdad, Iraq under austere conditions.

Following his service in Iraq, Colonel Holmes was selected to command the Japan Engineer District in Tokyo, Japan. As the District Engineer, he led the design and construction agency for all Unites States forces and federal agencies in Japan and was responsible for a multinational construction program valued at over $975 million. Colonel Holmes then served as the Defense Coordinating Officer (DCO), the Principal Department of Defense representative with the Federal Emergency Management Agency (FEMA) Region IV. He coordinated Department of Defense resources for numerous disasters to include Hurricanes Earl, Isaac, and Sandy and provided extended support for the United States Coast Guard during the Gulf Coast clean-up following the Deep Water Horizon oil spill. Since Barrett joined the CrowderGulf Team he has he has deployed to 16 activations and managed over 65 projects that include hurricanes, floods, tornadoes and ice storms. In 2022 when Hurricane Ian devastated Florida's Gulf coast, Barrett managed CrowderGulf's complex recovery operation on Sanibel Island, Florida. Sanibel's causeway and bridges breeched in multiple locations; CrowderGulf rapidly established barging operations and transported over 1,200 pieces of equipment to expedite recovery.

During his 40 plus years of service and work experience he has developed an extensive background in leadership skills, training management and disaster response. During his tenure with CrowderGulf, Barrett has conducted well over 200 training sessions with clients, and he is able to share lessons learned and experience with clients to better prepare them for disasters. He received a BA degree from Clemson University, as MA degree from the University of Florida and is a graduate of the Army War College with a Master of Strategic Studies degree. He also affiliated with the Society of American Military Engineers and the Army Engineer Association. (NIMS Trained)



Bill Doran - Regional Director (LA) – Previous Texas Experience

A Louisiana native, Bill is a highly knowledgeable and experienced member of the CrowderGulf Team. He has decades of experience in Disaster Recovery and is considered a Subject Matter Expert (SME) regarding Federal Programs, State and Federal Government Intergovernmental Affairs involved in Disaster Preparedness, Response, Recovery and Mitigation, to include Federal Grant Programs for FEMA, HUD, USDA, USACOE, Dept of Homeland Security and U.S. Armed Forces. He retired as a presidentially appointed Federal Coordinating Officer (FCO) with FEMA after 8 years, serving in both the Obama and Trump Administrations. Prior to joining FEMA, Bill retired as an Air Force Colonel with 28 years of total service. Bill's experience includes over 25 Federally declared disasters in 9 different states. These include Hurricane Harvey, Texas & Baton Rouge Flood Recovery, the Moore Tornado in Oklahoma, and Katrina/Rita Long Term Recovery as well as serving as the Response Director for FEMA Region 6.

While in the Air Force, Bill was assigned as Joint Director of Military Support for the Louisiana National Guard to support domestic operations for Homeland security and Disaster support to civil authorities, including the Responses to Hurricanes Katrina/Rita, Gustav/Ike and the BP Oil Spill. Prior to that he also served as the full-time Squadron Commander for Aircraft Maintenance of the F-15 aircraft while stationed at NAS Joint Reserve Base New Orleans. Highlights of service include conducting operations for Noble Eagle post 9/11 and deploying to the Middle East twice for ongoing operations.Bill holds degrees from the Emergency Management Institute Executive Academy (Harvard Kennedy School of Government, Naval Post Graduate School, University of Hawaii, Texas A&M), the University of Maryland, (MD Master of Science in Management), the USAF Air War College and Louisiana State University (B.A. Journalism). Bill is also a Certified Emergency Manager (CEM) by the International Association of Emergency Managers.



Drew Sprinkle - Regional Manager (AL, MS, LA) – Previous Texas Experience

Mr. Sprinkle has a BSBA Degree from Auburn University in Supply Chain Management. He first worked with CrowderGulf in 2008 following Hurricane Ike on the Bolivar Peninsula in Texas as a field supervisor, and again during the BP Oil Spill in 2010 as a logistics supervisor. After receiving his degree from Auburn, he worked as an Account Manager for a third-party logistics firm where he managed multiple high volume logistics accounts for customers in the construction and steel industries. Drew returned to the Debris Management industry as a Project Manager in 2017, when Hurricane Harvey struck the Texas coast. Mr. Sprinkle has served as a Project Manager on a wide variety of projects.

In 2018, Drew supervised over 200 employees and used innovative techniques to remove over 4,000 tons of dead marine life in south Florida following a massive Red Tide Fish Kill. Following flooding in Horry County, SC caused by Hurricane Florence, he was the Project Manager for the South Carolina Department of Transportation (SCDOT) and worked to remove flood debris from the 1,200 square mile county. Hurricane Michael hit the Florida Panhandle in the fall of 2018, and he served as the Project Manager for both the City of Parker and the City of Lynn Haven, Florida. During this activation, Drew successfully directed the removal and disposal of over **1.2 MILLION CUBIC YARDS** of debris. Most recently, Drew was Project Manager for the City of Gulf Shores, AL after Hurricane Sally caused widespread damage in the area. When not actively working in the field, he is also tasked with technical writing and the organization of proposals. He holds General Contractor License's in Alabama, North Carolina, and California. Drew also has certifications in OSHA 30, TWIC, and NIMS.

Joe Hayes - Regional Manager (FL) – Previous Texas Experience



Joe Hayes grew up around the storm relief and disaster debris management industry. Combined with a strong background in general contracting, agriculture,and various other aspects of debris management, he is accustomed to providing the leadership and oversight to complete projects expediently, efficiently, and to the clients' utmost satisfaction. In 2016, Joe joined CrowderGulf team as a field supervisor in the wake of Hurricane Matthew. In 2017, following Hurricane Irma, Joe was tasked as a Project Manager; managing a number of projects throughout the South Florida area after Irma caused widespread damage throughout the state. Through these projects and the combined effort of the CrowderGulf team, **10 MILLION CUBIC YARDS** of Hurricane Irma related debris were managed and disposed of; facilitating an extensive statewide recovery.

In 2018, following the devastation of Hurricane Michael's effect on the Florida Panhandle, Joe was tasked with managing the removal and disposal of debris left by this strong category 5 hurricane in Jackson County, FL. Mr. Hayes, along with his CrowderGulf team were able to mitigate the challenges of such a large scale disaster all the while employing innovative support and leadership to provide relief to the devastated county. He and his team of field supervisors oversaw hundreds of assets and personnel; providing the logistics that resulted in over **2.5 MILLION CUBIC YARDS** of debris being removed and disposed of in Jackson County alone. In 2020, Mr. Hayes along with other key members of the CrowderGulf management team were sent to Calcasieu Parish, Louisiana after Hurricane Laura tore through the state, with winds peaking at over 140 MPH. Having been tasked with managing the recovery effort in the unincorporated portion of the Parish, Joe and his colleagues have removed over **7 MILLION of the estimated 12.5 MILLION CUBIC YARDs** of debris for the Parish and its included municipalities to date. Along with Joe's experience in managing the aforementioned large-scale disaster recovery projects, he has also managed a broad range of other debris projects throughout Florida and the southeast. When he is not in the field, Joe is a CrowderGulf representative for the South Florida area, ensuring the utmost level of preparedness and support for each client. Mr. Hayes is a Florida native, a lifelong Palm Beach County resident, and is an honors graduate of Florida Atlantic University.

Barton Holmes – Regional Manager (East Coast) – Previous Texas Experience



Barton brings to CrowderGulf a distinguished background in Law Enforcement and service in the US Army with US Army Special Operations Command. Mr. Holmes joined CrowderGulf in 2016 as a Field Supervisor during multiple activations for Hurricane Matthew where he developed and implemented the industry's first usage of drones for debris removal documentation and volumetric calculation. His insight allowed the CrowderGulf team to streamline various aspects of the Hurricane Matthew recovery effort for the Island of Hilton Head and other clients along the East Coast. In 2017, Barton was tasked as a project manager for multiple projects along the Texas Coast in the aftermath of Hurricane Harvey. In 2021, Mr. Holmes worked with Warren County and Bowling Green, Kentucky, after an EF-3 Tornado caused damage throughout the State. The Kentucky Team worked to remove and dispose of over 200,000 cubic yards of debris. They battled severe weather in the form of ice storms and even had to deal with another tornado hitting the City of Bowling Green, just a month after the first.

After Hurricane Ian devastated much of Lee County, FL, in 2022, Barton was the Project Manager that oversaw the massive cleanup in Fort Myers Beach, FL. His calm manner and leadership skills were a major asset to the town and CrowderGulf's team. He conscientiously worked through all the issues and was able to manage the removal of over 800,000 cy of debris.

Currently, he serves as the Regional Manager for CrowderGulf's clients in the Eastern Region, developing and conducting training programs and enriching CrowderGulf's long lasting relationships with our clients.

▪ Field Personnel and Project Management Team

Jeff Zemlik – Safety Manager – Previous Texas Experience



Mr. Jeff Zemlik graduated from Columbia Southern University, graduating with degrees in Occupational Safety and health as well as Organizational Management. Originally hailing from the Chicagoland area, Mr. Zemlik joined the CrowderGulf team in 2010 during the BP Oil Spill. During this cleanup effort, Jeff headed up the contractor safety program for the state of Alabama.

Every CrowderGulf activation requires Safety in the field, and Mr. Zemlik's field presence is one of his strongest qualities. Regardless of size, safety policies and procedures are strictly enforced, either by Jeff personally, or by the team of trained safety professionals managed by Mr. Zemlik. During Hurricanes Harvey and Irma, Jeff directed the safety program for over 1,500 hauling trucks doing work in three states without recordable injuries or fines. In addition, he provided operational oversight for debris removal operations in Brazoria County, TX. In 2018, after Hurricane Michael Jeff took the lead in Panama City's "PUSH" operations, providing oversight for the City's leaner/hanger program and removal of trees from publicly-owned spaces, as well as providing safety leadership to the entire area of operations.

During the hyperactive hurricane season of 2020, Jeff spearheaded supplying PPE to various government agencies pertaining to COVID-19 protection. 2020 project highlights included removal of 60,000 yards of seaweed after Hurricane Cristobal, over 200 PUSH crews post Hurricane Laura, and working closely with the Audubon Society of New Orleans, LA for post Hurricane Zeta cleanup at several of their unique facilities that house common zoo animals and endangered species. In 2022, Mr. Zemlik was deployed to Lee County, Florida, providing safety and environmental management, and overseeing all material being hauled from debris management sites to final disposal for all CrowderGulf projects. In addition to his accredited degrees, Mr. Zemlik holds his OSHA 500, trains all HAZWOPER associates, USACE CQM and 385-1-1 training. He also has his Asbestos Inspector and Supervisor Certifications. Mr. Zemlik manages the DOT program for the Company, and is trained in Fishbone root cause analysis, incident inceptions. Additional training and certifications include SONS & TWIC, OSHA 10-hour General Industry, OSHA 510 & 500, Leadership & influence.
Jeff has also obtained his ISA Certified Arborist classification and is a local ISA member of both **Texas and Florida Chapters**. (NIMS Trained)

Wilber Ledet – Senior Project Manager – Previous Texas Experience



Wilber's disaster experience started when he and his family lost their home in Biloxi, MS, during Hurricane Katrina in 2005. He built a new home for his family in a safer location and after Hurricane Ike in 2008, he began working for CrowderGulf, managing of the removal of wet debris targets identified by the CrowderGulf sonar crew, from West Galveston Bay, Tiki Island and Omega Bay, TX. This project also included his expertise in managing the stored vessel reclamation program in which he assisted in the removal of hazardous substances from the vessel and coordinated its proper disposal.
From 2010 to 2012, Wilber served as Project Manager, assigned to the Deepwater Horizon Oil Spill, managing up to 800 HazWoper certified responders and facilitating daily meetings with Environmental Teams and BP officials. In 2012, following Hurricane Isaac, Mr. Ledet was assigned as Project Manager to oversee the sand removal, sand screening and beach berm construction for the Town of Dauphin Island, AL. construction for the Town of Dauphin Island, AL.

Wilber's excellent leadership and work ethic has been instrumental in CrowderGulf's success in projects throughout several states from New Jersey after Hurricane Sandy in 2012, to managing large land and waterway projects in AL, LA, FL, SC, after hurricanes from 2014 to 2023.

Wilber currently acts as the Deputy Director of Field Operations and is instrumental in setting up operations after every disaster activation and ensuring that every project is completed to the satisfaction of CrowderGulf's clients. His knowledge of how to get an operation started and taking it to successful completion while effectively communicating with Clients, subcontractors, and the Management team, is a major contributor to CrowderGulf's success in every project.

Matt Lucas – Senior Project Manager – Previous Texas Experience



Mr. Lucas has over 25 years of extensive experience in debris cleanup. He managed the Hurricane Harvey cleanup in Port Arthur, TX, which resulted in **1 million cubic yards** of debris being removed and properly disposed.

After Hurricane Michael devastated Panama City, FL, Mr. Lucas was the Sr. Project Manager for the City with management of all rights-of-way (ROW), ditches, PPDR work, and the six temporary debris manage sites (TDMS), which resulted **in 4 million cubic yards** of debris being removed from the City.

In 2022, after Hurricane Ian damaged much of Florida, Matt was the Project Manager in Sarasota County. His excellent communication and leadership skills and his calm demeanor were key in the successful work accomplished in Sarasota County. Matt is very experienced and a positive asset to CrowderGulf

Before coming to work for CrowderGulf, Matt worked for the state of New Jersey and the New York Port Authority when the destruction of the World Trade Centers occurred. Matt was instrumental in the construction of various logistical sites for the cleanup operations. Matt has owned and operated several businesses throughout his career. He has held a New Jersey A901 disposal license, a New Jersey electrical license, 100 ton U.S. Coast Guard License, and a CDL

Howard Turner - Project Manager – Previous Texas Experience



Mr. Turner has a long career spanning over two decades in the debris management industry. He began his management career at Grind-All where he oversaw scheduling and operations of multiple grinders, screens, loaders, excavators, mulch coloring plants, trucks, and miscellaneous equipment. After Hurricane Isabel devastated the eastern portion of Virginia in 2003, Mr. Turner joined CrowderGulf and utilized his experience in debris site and debris reduction management. Mr. Turner served a variety of roles in the cities of Virginia Beach, Norfolk, Suffolk, and Newport News while also assisting in the counties of James City, York, and Suffolk. He was responsible for aspects of disaster debris collection and reduction, final disposal of reduced debris, damage claims, client contact, and debris management site restoration.

Since 2004, as a Project Manager, Mr. Turner has been responsible for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, site restoration, and liaison to client municipalities, Army Corps of Engineers, and FEMA. Mr. Turner has managed projects for CrowderGulf in Florida, Georgia, Virginia, North Carolina, South Carolina, Alabama, and Arkansas. His years of experience in the debris industry and excellent communication skills ensure that every Client is restored to as close to normal as quickly as possible.

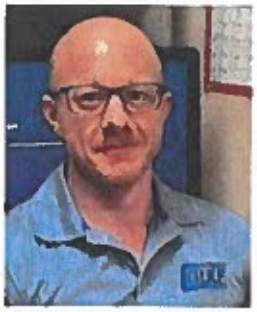
Robert Lewis Najor – Project Manager & Quality Control – Previous Texas Experience



Robert (Lew) began work for CrowderGulf in 2017, following a 25 year career with the United States Army Corps of Engineers (USACE). While at the USACE, Robert held such positions as Project Manager and Construction Quality Control (CQC) Manager. He worked USACE projects for Debris Management Services from 1993 – 2016. Robert's industry knowledge of disaster and debris related projects with the USACE and civilian contracting companies has led to his in-depth experience with removal and reduction, beach restoration, levee enlargement and buildup, operation Blue Roof projects, and flood control across the Gulf Coast. In addition to his extensive industry background, Robert is certified by the United States Army Corps of Engineers for Construction Quality Management for Contractors and is certified by the State of Florida Department of Business and Professional Regulation as an Underground Utility and Excavation Contractor. Robert's past experience and ability to provide damage assessment has been a major asset in evaluating the aftermath of disaster events in order to help Clients. His training and experience with debris and project management and his understanding of the complexity of CQC Management has been instrumental in the successful completion of many of CrowderGulf's debris removal projects. Robert also holds a Class B certified driver's license and is a heavy equipment operator.

- **Disaster Administration Office Team**

Wesley Naile - Contracts Manager – Previous Texas Experience



Mr. Naile has had experience in the disaster and recovery field since 2004, when he served in Volusia County, Florida, as CrowderGulf's Project Manager during Hurricanes Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the Disaster Administration Office (DAO), coordinating materials, equipment, and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include managing the database for pre-event contracts information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. When disasters strike, Wes and his staff coordinate all field resources that Project Managers need to get their jobs up and running. This includes everything from portalets, towers, generators, portable housing, etc. Wes served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. He also attended the University of South Carolina-Beaufort. He is also NIMS Trained.

Jesus Carretie – Program Manager – Previous Texas Experience



Based in Florida, Jesus Carretie serves on the CrowderGulf team as our Program Manager. This role requires the overseeing of the fulfillment of CrowderGulf's goals throughout one or multiple projects. This is accomplished by coordinating and strategizing across the different facets of a project from start to completion. Most recently, Mr. Carretie's role became especially integral in managing a pilot program involving Private Property (PPDR), Commercial Property (CPDR), and Title Property debris removal in the Southwest part of Florida under the Florida Department of Emergency Management. This was a result of Hurricane Ian (DR-4673-FL). Under this PPDR/CPDR/Title Property program, CrowderGulf accomplished the completion of debris removal, titled property removal, and/or demolition on over 2,400 properties.

Mr. Carretie assists in a variety of roles that include Data Management, Invoicing, Project Management, Business Management, and Client Relations. Mr. Carretie has been in Emergency Management and Disaster Recovery since 2014 and has worked in the numerous Debris Management projects including 2014 South Carolina Winter, Hurricanes Hermine and Irma, 2020 Oregon Wildfires, and Hurricane Ian debris removal.
Prior to joining CrowderGulf's team, Mr. Carretie has also worked as a Senior Grants Specialist in a FEMA Public Assistance project, and as a Production Manager in a Community Development Block Grant-Disaster Recovery project.

Amber Ramsay – Public/Community Relations and Marketing Manager – Previous Texas Experience



Ms. Ramsay has been CrowderGulf's Public/Community Relations and Marketing Manager since 2004. Throughout the year she interfaces with Clients and acts as CrowderGulf's Conference Coordinator. During a disaster, one of her main responsibilities is to liaison between CrowderGulf's Project Managers and USACE, elected officials, public work directors, incident commanders of Emergency Operations Centers and Clients. She coordinates directly with Public Information Officers and assists in the release of pertinent debris recovery operations to the citizens. Some of her field experience includes Field Supervisor in Pascagoula, MS after Hurricane Ivan in 2004, Lake Charles, LA after Hurricane Rita in 2005, Deere Park, TX after Hurricane Ike in 2008, and in Edenton, NC after Hurricane Irene in 2011 and Dauphin Island, AL after Hurricane Isaac in 2012. Prior to coming to CrowderGulf she was a Marketing/Sales Manager for McKenzie-Childs in New York City for 10 years. Ms. Ramsay is a Graduate of Auburn University. (NIMS Trained)

Gina Walley – Accounts Receivable Manager / Documentation Specialist – Previous Texas Experience



Ms. Walley has been the Accounts Receivable Manager and Documentation Specialist since 2005. She continually interfaces with clients and client representatives to build a strong team relationship to provide accurate documentation to support CrowderGulf work. She works closely with clients during FEMA audits to provide necessary documentation in a timely manner. Her background in Computer Engineering Technology has helped her in creating and managing all in-house databases. Each database is specifically designed to meet the client's needs. In addition to client databases, she also builds databases that house pertinent company data such as contract information, subcontractor information and historical CrowderGulf information. Shortly after Hurricane Ike in 2008, she teamed with a programmer to build a unique and powerful database that has proven to increase accuracy in data recording. Ms. Walley's experience has spanned across more than 20 major hurricane events as well as numerous non-disaster related projects. (NIMS Trained)

Jenny Todd Weaver – Subcontractor SMBE Compliance Manager – Previous Texas Experience



Mrs. Weaver manages subcontractors, develops, and promotes CrowderGulf's Small/Minority Business division. Her focal point is to contact and localize subcontractors to maintain community involvement and maximize local small /minority businesses participation. In 2003, she earned a Bachelor of Science degree in Marketing from the University of Alabama. After graduation, she joined a law firm in Tuscaloosa. In 2005 she joined the CrowderGulf Team after Hurricane Katrina damaged the Gulf Coast after The legal experience, she gained made her the ideal candidate to oversee the subcontracting operations. (NIMS Trained)

Resumes have been provided per the RFP requirements.

No employee identified for anticipated assignment to the City's Site Management Team has ever been a defendant in any proceeding involving or arising out of debris removal services.

Additional Personnel

The following is a partial list of CrowderGulf's available management, administrative, and supervisory personnel (full resumes are available upon request) who, depending on the scope of work, may be assigned to the contract:

Full Time and DAO Personnel

Last Name	First Name	Position
Bell	Lauren	Company Comptroller
Teofilo	Tiffany	Accounts Payable Asst
Lund	Marcus	Technology Manager
Wright	Kerry	Warehouse Manager
Simon	Paris	Accounting Clerk
Suters	Donna	Accounting, Documentation Management
James	Jenny	Accounting, Documentation Management
Turner	Mary	Logistics, Contract Management
Williamson	Kelley	Subcontractor Accounts Payable Mgr., DAO Office Manager
Edwards	Melinda	Executive Administrative Assistant
Noll	Kerrie	Proposal Manager
Snell	Brandi	Receptionist
Melton	Maddie	Administrative Assistant
Sprinkle	Aimee	Receptionist, Accounting Clerk

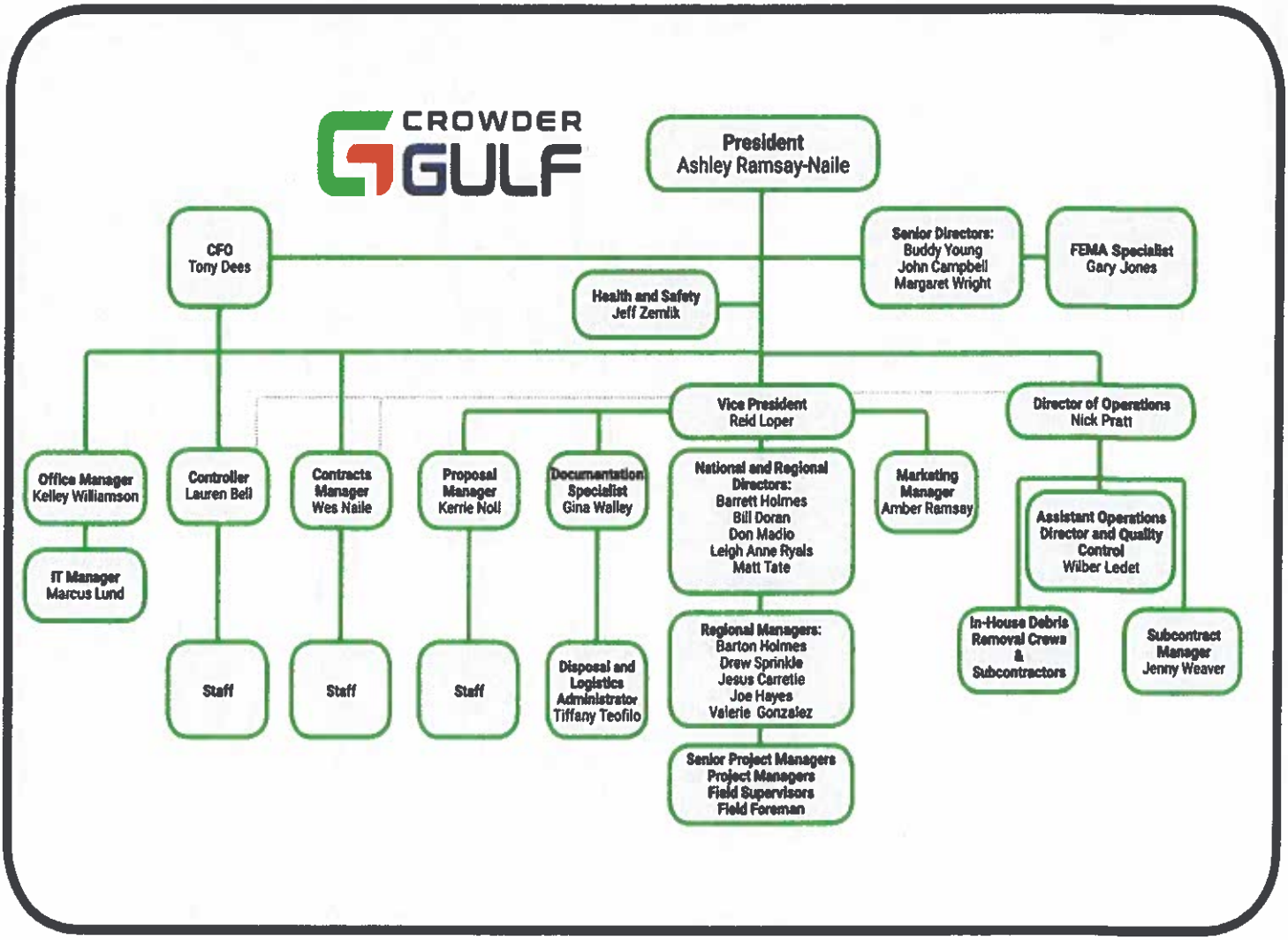
Additional Field Personnel

PROJECT MANAGERS			
Last Name	First Name	Last Name	First Name
Bell	Brad	Loper	Leigh
Bender	Jay	Lund	Barry
Bishop	Anthony	Matlack	Desiree
Brewer	James	Poore	Jim
DeHart	Vance	Powell	Mark
Edge	Ron	Rich	Bud
Frye	Jim	Roberts	Sam
Gill	Ray	Robinson	Tom
Gilman	Ken	Thorson	Ron
Gittens	Brian	Van Vactor	Joe
Hall	Eric	Wimberly	Mike
Hayes	Dan	Wright	Andy
Hayes	Roy	Wright	Charles
Hill	Philip		

FIELD SUPERVISORS			
Last Name	First Name	Last Name	First Name
Blackston	John	Leggett	Dee & Jan
Brewer	Jacob	Loper	Mark
Renley	Brandon	Luteri	Rodney
Anderson	Paul	Mosby	Jacob
Baldwin	Lisa	Perkins	Megan
Bell	Maria	Pfeifer	Joe
Brewer	Lapa	Rackley	Rodney
Cade	Victor	Ransom	Jim
Campbell	Tony	Rel	Gabriel
Crigler	Eric	Roberts	Kadeem
Cruz	Lisa	Sabasie	Dalisia
Drinkwater	Cliff	Scantlebury	Clement
Giffens	Brian	Smith	Tim
Gittens	Margaret	Spann	Gregory
Henry	Curn	Tompkins	Alyssa
Holiday	Richard	Whitten	Brent
Hollman	Michael	Widgeon	Pam
Hope	Gene	Widgeon	Paul
Laurent	Zakiya	Wong	Tina
Lee	Brandon	Wright	Latasha

Organizational Chart

The Organizational Chart presented below depicts the structure and chain of command of the Company. CrowderGulf uses an organizational hierarchy based on the nationally recognized Incident Command System (ICS). The ICS employs a cascade of organizational components in groups of five or less to assure good quality control in high stress operations. This arrangement limits the respective spans of control to tolerable levels. CrowderGulf's use of the ICS-based hierarchy of responsibilities exploits the strength and flexibility of its management/supervisory structure.



Key Personnel Storm Chart

The chart below lists CrowderGulf's key personnel and the storms/activations since 2005. Additional information and resumes can be provided upon request.

Key Personnel Past Storm Experience	2005			2006		2008		2009		2010		2011			2012		2013	2014			2015	2016				2017		2018		2019	2020		2021				2022			2023		
	Hurricane Katrina	Hurricane Rita	Hurricane Wilma	Ice Storm	TS Ernesto	Hurricane Gustav	Hurricane Ike	Ice Storm	TS Ida	BP Oil Spill	Hurricane Earl	Hurricane Irene	Tornado	Hurricane Isaac	Hurricane Sandy	TS Debbie	Blizzard Nemo	Ice Storm Pax	Ice Storm Ulysses	Severe Storms & Flooding	Ice Storm	TX Severe Storms	LA Severe Storms	Hurricane Hermine	Hurricane Matthew	Hurricane Harvey	Hurricane Irma	Hurricane Florence	Hurricane Michael	Texas Tornado	Hurricane Laura / Delta/Zeta	Hurricane Sally	Hurricane Ida	Hurricane Nicholas	Kentucky Tornado	Severe Storms & Flooding	Florida Tornado	Ice Storm	Hurricane Ian	Tornadoes – ARNCVA	TX Ice Storms	Hurricane Idalia
Ashley Ramsay-Naile, President	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Nick Pratt, Dir. of Operations	✓		✓	✓			✓			✓		✓		✓	✓			✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Reid Loper, Vice President										✓		✓		✓	✓					✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Raymond "Buddy" Young, Senior Director		✓	✓		✓		✓	✓		✓		✓	✓		✓		✓					✓	✓	✓	✓	✓		✓	✓	✓	✓	✓		✓						✓	✓	
John Campbell, Senior Director			✓				✓					✓	✓	✓	✓			✓		✓					✓		✓		✓											✓		
Mate Tate, National Director *	×					×	×	×	×	×			×	×	×		×	×		×		×	×	×	×	×	×	×		×	×	×		×					×		×
Barrett Holmes, Regional Director																		✓				✓	✓	✓	✓		✓	✓			✓	✓		✓				✓	✓	✓	✓	✓
Bill Doran, Regional Director	×	×				×	×			×				×								×				×	×		×		×		×						×	✓	✓	✓
Don Madio, Regional Director **						×	×	×	×		×	×		×	×	×	×	×	×					×	×	✓	✓		✓			✓						✓		✓	✓	✓
Leigh Anne Ryals, Regional Director	×					×	×		✓			✓		✓				✓				✓	✓	✓	✓	✓		✓	✓	✓		✓								✓	✓	✓	✓
Margaret Wright, Ph.D., Documentation Dir.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Clayton Young, Regional Manager												✓														✓	✓		✓	✓	✓	✓	✓	✓								
Valerie Gonzalez, Regional Manager																																							✓	✓	✓
Drew Sprinkle, Regional Manager							✓			✓															✓	✓	✓	✓		✓	✓	✓							✓	✓	✓	✓
Barton Holmes, Regional Manager																								✓	✓	✓	✓	✓				✓		✓	✓				✓	✓	✓	✓
Wilber Ledet, Senior Project Manager							✓	✓		✓		✓	✓	✓	✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓			✓						✓	✓	✓	✓
Howard Turner, Project Manager			×									×													✓		✓					✓	✓		✓				✓	✓		
Joe Hayes, Project Manager																									✓	✓		✓			✓						✓		✓	✓	✓	✓
Matt Lucas, Project Manager																									✓	✓		✓	✓		✓		✓			✓			✓	✓	✓	✓
Isam Brisco, Project Manager																												✓	✓	✓	✓	✓	✓			✓				✓	✓	✓
Lew Najor, Project Manager																												✓	✓	✓	✓	✓	✓			✓				✓		
Jesus Carretie, Program Manager																		✓	✓	×				×		×													✓	✓	✓	✓
Jeff Zemlik, Safety Manager										✓		✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Gary Jones, FEMA Specialist **														✓	✓		✓	✓	✓	✓		✓			✓	✓				✓										✓		✓	
Wesley Naile, Contracts Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Amber Ramsay, Public & Com. Relations	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓					✓					✓		✓	✓	✓	✓	✓	✓	✓	✓											✓	✓	✓	✓
Gina Walley, Accounts Receivable Mgr.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			✓	✓	✓	✓
Jenny Todd Weaver, Subcontracts Mgr.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

× ***This denotes that these employees have additional experience with storms prior to 2005, FEMA, United States Army Corp. of Engineers, Emergency Management or other Companies.***

* ***Mate Tate*** *also has extensive previous experience under the USACE with the following: California Wildfires 2017-2018, New Mexico Wildfires 2022, Hawaii Wildfires 2023, Guam Typhoon 2023, Tennessee Tornado Outbreak 2023, Puerto Rico Hurricane Maria 2017*



CROWDER GULF

Resumes



Ashley Ramsay-Naile

President

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Experience

CrowderGulf - Mobile, AL

President — *2020-Present*
Senior Vice President and Chief Operating Officer Disaster Recovery — ***2011-2020***
Project Manager & General Manager — ***2004-2011***

- 25+ years of experience in disaster recovery and management.
- Strategic planning and supervising all administrative functions and personnel.
- Purchasing Manager, procurement and negotiation tactical planning.
- Accounts receivable and accounts payable flow for CrowderGulf's disaster debris projects.
- Manage documentation and records for disaster operations.
- Manage and direct field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen.

Storms

Hurricane Idalia - Misc. Storms & Tornado's (2023)
Hurricanes Ian, Nicole & Misc. Storms & Tornado's (2022)
Hurricanes Ida & Nicholas (2021)
Tornadoes and Floods (2021)
Hurricanes Laura, Sally, Delta & Zeta (2020)
Hurricane Dorian, TS Imelda & Tornado's (2019)
Michael & Florence (2018)
Florida Red Tide & Fish Kill (2018)
Hurricane's Irma & Harvey (2017)
Hurricane's Matthew & Hermine (2016)
Severe Storms, Flooding & Tornado's (2015-2016)
Beach Cleanup (2016)
Storms, Flooding & Tornado's (2015)
Tornado (2014)
Ice Storms Ulysses (2014)
Ice Storm Pax (2014)
Dredging **(ALDOT)** 2012
Hurricane Isaac (2012)
Hurricane Sandy (2012-2013)
BP Oil Spill (2010-2012)
Hurricane Irene (2011)
Hurricane Charley (2004)
Hurricane Fran (1996)
Hurricane Erin (1995)
Hurricane Opal (1995)

Hargray Wireless - Hilton Head Island, SC

Property and Construction Manager — *1999-2004*
Independent Telecommunications Consultant — *1997-1999*

- Cell Site Development from site identification to zoning. Negotiated lease rates and terms. Coordinated with radio frequency engineer and site design with civil engineers. Procurement of site material. Supervised general contractor. Maintained 100+ existing cell sites and compliance with government agencies. Coordinated with accounting on department budget and worked within budget guidelines. Warehousing and issuing of materials for construction. Managed 25 company-owned towers.

Gulf Equipment Corporation - Theodore, AL

Project Coordinator & Manager Telecommunication Projects — *1994-1997*

- Managed turnkey cell site projects for Telecommunication construction projects: Sprint, GTE, Nortel, Powertel, BellSouth Mobility, DiGiPH PCS, Hargray Wireless.
- Material procurement. Civil Construction and tower crew coordination. Organization of projects for bidding purposes. Warehousing coordination of deliveries and shipments. Office manager responsible for accounting and invoicing. On site manager and crew foreman. Liaison between Gulf Equipment and elected officials. Public relations between City officials and area residents.

Education & Leadership

- Bachelor of Science, Special Education — University of South Alabama, Mobile, AL
- Governor appointed Alabama State Workforce Investment Board
- Board member of Family Business Institute at the University of South Carolina

Edward "Reid" Loper, LEED AP

Vice President

Areas of Expertise

DISASTER RESPONSE; DISASTER RECOVERY; ESTIMATING; MARINE DEBRIS REMOVAL; PLANNING; SCHEDULING; PRESENTATIONS; CLIENT TRAINING

Professional Overview

Reid started his career with CrowderGulf in 2010, as the Senior Project Manager (PM) for the BP Oil Spill. From there, Reid has been key in the direct management and planning of over 18 federally declared disaster responses. In 2018 Reid was appointed as Vice President of CrowderGulf and brings a level of dedication and unwavering leadership required in the disaster response industry. Reid's other strong points in the debris and response management efforts are: Contract management/negotiation, estimating/budgets, and planning multiregional simultaneous disaster response activations. These activations ranged from debris removal, sand screening, dredging, and vessel operations, to side scan sonar work. All projects have cumulatively exceeded $800 million in invoicing and total project cost In addition, Reid is considered as one of the industry's leading experts in waterway debris, completing more waterway debris removal projects since 2012 than anyone else in the country. Reid worked as a project manager for a commercial construction company in Atlanta, Georgia, prior to choosing to return to the Gulf Coast. The time spent in the commercial construction industry gave him vast knowledge in management, estimating, schedule and budget supervision.

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC **2010-Present**

- Direct manager of multiple project managers and respected projects, analyzing of contract requirements, profit/losses estimates (Daily and Monthly), and scheduling for over $800 million in projects.
- Managed operations consisting of 1200 response personnel and over 600 pieces of equipment.
- Highly involved in and conducting business development and conducted quarterly performance reviews for clients, company growth, and quality control.
- Qualified Individual for company general contractor's license and assesses new and current projects to create estimates.
- Perform technical writing used in RFP responses and presentations and handle HR concerns, personnel consulting, and legal matters.
- Look for new opportunities for future work and expanding markets and perform business models for expanding and growth of current company.
- Managed safety program along with insuring that safety and operations coincided and maintained a company Safety TRIR of less than 2.0.
- Manage subcontractors from all aspects including: Insurance, billing, subcontracts, and performance.
- Started sites from the ground up with facilities, personnel, and equipment, and organized & conducted weekly progress meetings among management.
- Negotiate contract terms, review, and execute client contracts.

Vice President

Hurricane Nicholas - 2021 (7 Activations in Texas); **Hurricane Ida-2021** (4 Activations in Louisiana & Mississippi);
Tornadoes - 2021 (2 Activations in Kentucky), **LA Flooding** - 2021 - (2 Activations in Louisiana)
Hurricane Zeta - 2020 (7 Activations in Mississippi); **Hurricane Delta** - 2020 (1 Activation in Texas);
Hurricane Sally- 2020 (10 Activations in Alabama & Florida); **Hurricane Laura** - 2020 (8 Activations in Louisiana)
Tornado & Special Project- 2019 (2 Activations in Texas; **Tropical Storm Imelda** - 2019 (1 Activation in Montgomery Co, TX)
Hurricane Dorian - 2019 (2 Activations in South Carolina)
Hurricane Michael-2018 (11 simultaneous activations throughout Florida and Georgia- Projected 12,000,000 CY of debris removed, Florida DEP- 115,000 CY of Waterway debris removed); Hurricane Florence - 2018 (26 simultaneous **activations throughout North Carolina)**

Senior Operations Planner

Hurricane Irma- 2017 (67 simultaneous activations throughout Florida, Florida DEP - 253,000 CY of Waterway debris removal throughout 8 counties within Florida); **Hurricane Harvey** - 2017 (26 simultaneous activations throughout Texas)
Hurricane Nate - 2017 (Single Activation for Sand Removal and Screening within Dauphin Island, AL)
Hattiesburg, MS. Tornado - 2017 (Single Activation for Disaster Debris Removal Services within Hattiesburg, MS)
Hurricane Matthew- 2016 (46 Simultaneous Activations for Disaster Debris Removal Services along the East Coast, Florida DEP - 78,000 CY of Waterway debris removal throughout 6 counties within Florida)
Hurricane Hermine - 2016 (Disaster Debris Removal Services in the Tallahassee and Leon County)

Senior Project Manager

Severe Storms (Ice, Flood & Tornados) 2014-2015-2016 Simultaneous activations per year
Ice Storms (Pax & Ulysses) Severe Storms (Flood & Tornados)- 2014 (Various Disaster Debris Cleanup for several Municipalities)
Hurricane Isaac - 2012 (9 Simultaneous Activations for Disaster Debris Removal Services along the Gulf Coast)
Hurricane Sandy- 2012 (Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey)
Hurricane Irene - 2011 (31 Simultaneous Activations for Disaster Debris Removal Services along the East Coast)
Joplin Tornado - 2011 ***(USACE mission assigned contract* Joplin, MO., DMS Site)**
Deep Horizon Oil Spill - 2010 (Senior Project Manager over the BP oil response for the entire state of Alabama)

Education & Certifications

- Bachelor of Science in Aerospace Engineering — Auburn University 2007
- National Incident Management System ICS-100, 200, 300, 400, 241, 242, 632, 700, 702, 800, 810, 901 and 1900
- LEED AP (Leadership in Energy and Environmental Design Accredited Professional); HAZWOPER 40 Hour and 8 Hour refresher
- NASCLA Accredited (National Association of State Contractors Licensing); OSHA 30 and 10 Hour refresher
- General Contractor License (Commercial) Qualified Agent for the States of Alabama, Georgia, Louisiana, Mississippi, South Carolina & Virginia

Nick Pratt

Director of Field Operations

Disaster Debris Management Experience & Responsibilities

CrowderGulf Disaster Recovery, Theodore AL

- Provide leadership, project management and asset coordination assistance for multi-state responses.
- Coordinate field assets and subcontractor resources, supervise and manage several hauling crews until the final clean-up and work is completed.
- Logistics of equipment in place, directing and planning hundreds of employees throughout the complete operation.
- Expert knowledge and leadership in the field to complete assignments on or ahead of schedule.
- Environmental Protection of waterway debris removal projects.

Director of Field Operations *2018-Present*

2023 Hurricane Idalia - 4 Activations in FL and GA & **Misc. Storms & Tornado's** - 11 Activations in AR, FL, NC, TX & VA
2022 Hurricane Nicole - 3 Activations in FL, **Hurricane Ian** - 35 Activations in FL **& Misc. Storms & Tornado's** - 5 Activations in FL, LS & SC
2021 Hurricane Nicholas - 7 Activations in TX) & **Hurricane Ida** - 4 Activations in LA & MS
2021 Tornado's - 2 Activations in KY & **LA Flooding** - 11 Activations in AL, FL LA, NJ, TX & VA
2020 Hurricane Zeta - *MS*, **Hurricane Delta** - *LA*; **Hurricane Sally** - *AL & FL and* **Hurricane Laura** - *LA*
2019 Hurricane Dorian - *SC*; **Tropical Storm Imelda** – *TX* & **Tornados** - *TX & TN*
2018 Hurricane Michael - *FL*

Senior Project Manager *2012-2017*

2018 Hurricane Florence – *NC & SC*
2017 Hurricane Irma - *FL* & **Hurricane Harvey** - *Texas*
2016 Hurricane Matthew - *Hilton Head Island, SC*
2015 City of Friendswood, TX - *Tornado Debris removal and disposal*
2015 South Carolina DOT - *Storms and Flooding Removal and Disposal*
2015 Limestone County, AL - *Flooding Waterway Debris Removal*
2015 City of Corpus Christi, TX - *Vegetative Removal and Disposal*
2015 City of Raleigh, NC - *Ice Storm Debris Removal*
2015 City of Raleigh, NC - *Ice Storm Debris Removal*
2014 AL Department of Transportation - *Drift Waterway Removal in Styx River*
2014 Blount County, AL - *Debris Removal and Waterway Removal*
2013-2014 Hurricane Sandy Water Way Debris Removal

- Description: Marine debris removal operation for the New Jersey Department of Environmental Protection, as a result of Hurricane Sandy. Manager over five different debris zones which produced over 100,000 cubic yards of debris and 400,000 cubic yards of sand/silt dredged from the impacted waters. The project also included sonar and survey of 56,000 acres of bays, streams, and rivers

2013 Baldwin County, AL

- *Dredging of Little Lagoon Pass in Gulf Shores, AL on an as needed basis for* Alabama Department of Transportation (ALDOT)

2011 Hurricane Irene Recovery, North Carolina & Virginia - 1*Debris removal and reduction after Hurricane Irene*

- Edgecombe County, NC, City of Rocky Mount, NC & Town of Williamston, NC

2011 Tornado Recovery, Walker County, AL - *Debris removal and reduction after tornado*

- USACE mission assigned contract CrowderGulf Prime sub for Phillips & Jordan

Project Manager *2009-2012*

2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS -
Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas

- BP Oil Exploration & Production / O'Brien's Response Management for Orange Beach, AL, Baldwin County, AL & Dauphin Island, AL

Field Supervisor *2004-2008*

2008 Hurricane Ike Recovery, Texas, Alabama - *Debris removal, reduction and disposal after Hurricane Ike*

- City of Alvin, TX, City of League City, TX, City of Pearland, TX & City of Texas City, TX
- Galveston County, TX & Texas General Land Office

2006 Flood Recovery, New York - Debris removal, reduction and disposal after flooding from storms

- Union Concrete Constructors, Erie & Genessee Counties, NY

2005 Hurricane Wilma Recovery - *Debris removal, reduction and disposal after Hurricane Wilma*

- City of Pembroke Pines, FL, City of West Palm Beach, F, City of Wilton Manors, FL

2005 Hurricane Katrina Recovery - *Debris removal, reduction and disposal after Hurricane Katrina*

- Baldwin County, AL, , City of Daphne, AL & City of Gulf Shores, AL,
- Harrison County, MS, City of Biloxi, MS, Jackson County, MS & City of Pascagoula, MS
- City of Pembroke Pines, FL

2005 Hurricane Dennis Recovery - *Debris removal, reduction and disposal after Hurricane Dennis*

- Baldwin County, AL

2004 Hurricane Ivan Recovery - *Debris removal, reduction and disposal after Hurricane Ivan*

- State of AL Dept of Conservation & Natural Resources, Baldwin County, AL & City of Daphne, AL

Education

- CPR, First Aid, 40 hour HAZWOPER, Refresher in 20 Hour OSAL Construction & NIMS Trained.
- Attended University of South Alabama

Jacob "Matt" Tate

National Director for Response and Recovery

Areas of Expertise

Disaster Recovery Debris Operations; Logistics Coordination and Strategic Planning; Project Manager and Supervisor with 20 years in facilitating, organizing, and completing projects of varying scale and scope of work. Unique disaster recovery experience that spans the entire United States across a comprehensive spectrum of event type, scope, complexity, and severity.

Disaster Debris Management Experience

CrowderGulf – Mobile, AL, National Director for Response and Recovery, (January 2024 – Present)

- Expanding CrowderGulf opportunities across the Federal markets
- Establishing and fostering nationwide strategic teaming partnerships
- Look for new opportunities for future work and expanding markets and perform business models for expanding and growth of current company.
- Perform technical writing used in RFP responses, contract negotiations, cost estimating, scheduling, resourcing, and client presentations.
- Identify future actions to improve Debris response nationwide and ensure that issues/lessons learned are incorporated into the after-action program, which includes training, exercises, and workshops.

Additional Experience

U.S. Army Corps of Engineers, Mississippi Valley Division - USACE National Debris Program Manager, Debris Subject Matter Expert (7/31/2022 – 1/12/2024)

- Managed all FEMA mission assigned Debris activities to the DoD/USACE briefing and providing information to the HQ USACE UOC and General Staff - G3, DCO and ESF 3 Permanent Cadre Lead – appraised of program execution, progress toward goals, response and recovery operations and issues; served as the primary point of contact for HQUSACE UOC for all manners of Debris mission activation and deployment recommendations, to be prepared for potential debris missions. I assured effective coordination of assigned responsibilities of the Debris Program with other elements of the USACE, DHS, FEMA and other Federal agencies and partners, states, territories, tribal / local agencies, and the private sector.
- Ensured that all seven (7) of the ESF #3 Debris Planning and Response teams were fully staffed, trained, and maintaining readiness to respond to an incident of national significance in support of the Department of Homeland Security's Federal Emergency Management Agency within the United States or its territories, overseeing over 40 USACE employees as Debris Subject Matter Experts (SMEs) and Debris Specialist who stood ready to provide technical assistance to local, tribal, and state governmental agencies and guidance to the USACE Debris Teams and response missions Commanders. In the position I also served as USACE's lead debris representative on the internal and interagency working group for Debris Management coordinating division of responsibilities between traditional and Contaminated Debris Management (CDM) operations.
- Led and directed the development, staffing and training of the seven (7) USACE Debris Planning and Response Teams (PRTs). I have fully implemented the Mobile Training Team (MTT) concept, in lieu of resident training of all PRTs which provided team training to more PRT members. This provided more trained and ready personnel to the teams so there would be a much greater opportunity of success during missions. I prepare the PRTs to support traditional debris operations and ensuring successful execution of specialty debris streams such as but not limited to Freon removal from white goods, small engines, electronic waste, ammunition, and asbestos. I also develop and maintain position descriptions for all PRT members, solicit and evaluate nominations for PRT members, and coordinate training curriculum development, scheduling of training and training funds management.
- As part of the National Debris Program's support to the USACE ESF #3 missions I was also in charge of maintaining the Debris SME cadre, by recruiting and developing personnel. I am responsible for leading this team, developing, and maintaining procedures used for the USACE Debris SOP, Field Operating Guides (FOG), Debris PRT Training, Debris Quality Assurance Training, EMCIP and the National Debris Program Management Plan. Through this effort we have incorporated lessons learned and best practices into our guiding documents.
- Led the USACE Advanced Contract Initiative (ACI) and served as COR, which has contract capacities that are more than $5 billion, working with contracting leadership to formulate ACI strategies, scopes of work and procurement processes.
- While Deployed as Debris SME (Type 1) following Disasters, I work in the Joint Field Office (JFO) with FEMA, Federal, State, and local agency leadership. I provide lifecycle mission management of Emergency Support Function #3 support during National Response Framework disaster operations from initial request for assistance to mission closeout. Although only deployed as a Debris SME, I have assisted with other mission sets and performed duties like an ESF#3 Assistant Team Leader/ Team Leader. These duties include: Blue Roof, Power, Housing, Infrastructure Assessment, PL 84-99, USAR etc

U.S. Army Corps of Engineers, Mobile District, Civil Engineer, Disaster Program Manager, Mobile, AL (10/11/2009 – 07/16/2011; 05/07/2012 – 7/30/2022)

- More than two decades of specialized experience in natural disaster response and recovery. I am well-versed in Public Law (PL) 84-99, PL 93-288, Army Regulation (AR) 500-60, and routinely coordinate with FEMA, other Federal Agencies, and State Agencies. I recruit, coordinate, and manage the District's National Debris Planning and Response Team (PRT) as well as the Deployable Tactical Operation System (DTOS) PRT and CTOC. I developed, updated, and coordinated operations plans, SOPs, readiness plans, field office guides, Emergency Support Function #3 (ESF #3) Field Guide input, AARs and SOPs; budgetary and reporting responsibilities of all Flood Control & Coastal Emergencies (FC&CE) funds, FEMA Mission Assignments, and natural disaster emergency expenditures; developed exercises, contingency training, and readiness programs; served as the District POC .
- I was responsible for the preparation of CESAM All Hazards disaster related programs, directives, detailed plans, and preparedness measures including the Federal Response Plan for major or catastrophic Disaster and Emergency Support Function Number 3 - Public Works and Engineering (ESF#3). I reviewed and approved the District staff's plan ensuring CESAM operational readiness. More than 35 deployments in various roles and positions, including as the Recovery Field Office Chief of Staff, Recovery Field Office Chief of Emergency Management, Debris Resident Engineer, Mission Manager, Action Officer, and Type 1 Debris Subject Matter Expert (SME) to lead emergency response efforts. I have also deployed as an ESF #3 Assistant Team Leader (ATL) at multiple nodes, including the National Response Coordination Center (NRCC), Regional Response Coordination Center (RRCC), Joint Field Office (JFO), Area Field Office (AFO) and numerous State Emergency Operations Centers (EOCs).
- Performed disaster planning, preparedness, response, recovery role, supporting the National Debris Program Manager with After Action Reviews and supporting the Emergency Management Corrective Improvement Program (EMCIP). The EMCiP program is used to identify future actions to improve debris response nationwide and ensure that issues/lessons learned are incorporated into the EMCIP cycle. I have served with the Independent Assistance and Assessment (IAA) Teams to review Debris operations, helping determine actions that require improvements relative to debris removal/disposal missions for implementation into EMCIP and the Debris SOP.
- Served as the Mobile District rep for the development of the New Madrid Earthquake Operations Plan, and I am a technical and Subject Matter Expert for the USACE Debris Advanced Contract Initiative (ACI) Single Award Task Order Contract (SATOC) and Multiple Award Task Order Contracts (MATOC). I currently serve as the Contracting Officer's Representative (COR) on numerous contract actions and task orders. Also, I have served on the last (2) Source Selection Evaluation Boards (SSEB) for the USACE Advanced Contract Initiative (ACI) and serve as COR, which has contract capacities that are more than $5 billion.

U.S. Army Corps of Engineers (07/17/2011- 05/06/2012) - Civil Engineer, Supervisory Emergency Program Manager
U.S. Army Corps of Engineers (02/04/2007- 10/10/2009) - Supervisory Civil Engineer
U.S. Army Corps of Engineers (05/13//2003 - 02/03/2007) - Civil Engineer

Education

University of South Alabama (08/24/1998 - 05/12/2003), Mobile, Alabama / Degree: Bachelor of Science - Major: Civil Engineering

Awards and Recognition

- Debris Subject Matter Expert (SME) (2005 – 2024)
- ESF #3 Assistant Team Leader (ATL)
- The Army Engineer Association Bronze Order of the De Fleury Medal
- Civilian Superior Service Medal-5 yrs; Civilian Award for Humanitarian Svc
- Superior Civilian Service Award; Achievement Medal for Civilian Service; Commanders Award for Civilian Service
- South Atlantic Division Emergency Manager and Responder of the Year

Margaret R. Wright, PhD

Senior Documentation Director

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; DOCUMENTATION SPECIALIST; QUALITY CONTROL/QUALITY ASSURANCE DIRECTOR; TRAINING; EMERGENCY PLANNING/MANAGEMENT; PROGRAM RESEARCH AND EVALUATION, TECHNICAL PROPOSAL WRITING

Relevant Qualifications

- Twenty+ years of experience in disaster recovery and disaster training projects. (1996; 2003-Present)
- Serves as mentor and assists in proposal writing and editing in response to RFPs (2020-Present)
- Director of QC/QA documentation/data team for all field operations tasks. (2016-2018)
- Designed and developed debris management training for CrowderGulf customers with pre-event contracts (2004-2012).
- Developed, coordinated and/or conducted training sessions for clients in Florida, Texas, North Carolina, South Carolina, Maryland, Virginia, and Louisiana (2004-2012).
- Designed and developed CrowderGulf Project Managers' Training Manual in 2004 and provided yearly updates (2005-2020).
- Coordinated the set up and staff hiring and training for Debris Management Field Offices in five states (2004-2008).
- Managed documentation flow for CrowderGulf's disaster debris projects (2004-2017).
- Conducted evaluation research after project completion (2004-2021).
- Managed all documentation for and coordination of all Change Orders for two contracts with the Texas General Land Office (GLO), Sand and Beach Contract (2009); Marine Debris Contract (2009-2010).
- Assisted various clients with follow-up documentation for FEMA audits (2006-2017)
- Managed the technical proposal writing team for all pre-event Request for Proposals (2009-2012)

Disaster Debris Management Experience

Documentation Director 2003–Present

Hurricanes Sally & Zeta (2020)
- Assisted clients that self-monitored with FEMA required documentation

Hurricanes Florence & Michael (2018)
- Director of QC/QA team for field operations documentation for Hurricane Florence (20 contracts) and Hurricane Michael (10 contracts)

Hurricane Irma (2017)
- Documentation Director for 61 simultaneous activations throughout Florida. Oversaw DAO Office for reconciliation and final closeout on all projects.

Hurricane Harvey (2017)
- Documentation Director for 26 simultaneous activations throughout Texas. Oversaw DAO Office for reconciliation and final closeout on all projects. Point of Contact for fielding questions from Monitoring Firms and Clients regarding documentation, tickets, and invoicing.

Hurricane Matthew, (October 2016-2017)
- *Provided Technical Assistance and managed overall documentation process for 46 simultaneous activations throughout east coast.*

Hurricane Hermine, (2016)
- *Provided Technical Assistance and managed overall documentation process for 2 activations.*

Severe Storms (Flooding & Tornados) (2015-2016)
- *Provided Technical Assistance and managed overall documentation process for 14/15 simultaneous activations per year.*

Ice Storm Pax (February 2014)
- *Provided Technical Assistance & managed overall documentation process for debris removal operations for Dorchester and Berkeley County, SC.*

Hurricane Sandy (October 2012)
- *Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey*

Fort Lauderdale FEMA Audit (2010-2012)
- *Technical Assistance with FEMA Audit for 2004-2005*

Hurricane Irene (August 2011-October 2011)
- *Managed overall documentation and reconciliation process for 21 contracts in North Carolina, four (4) municipalities in Virginia, four (4) contracts with the North Carolina Department of Transportation for the removal of debris on roadways in thirteen North Carolina Counties.* Hurricane Ike (2008-2009)
- *Served as the Field Office Operations Manager & Coordinator for Debris Contracts in Texas. Set up three onsite offices in Texas and trained personnel.*
- *Managed documentation and data management and assisted customers throughout entire operation to ensure FEMA compliance.*

Hurricane Rita, Calcasieu Parish, LA (2005)
- *Field Office Operations Manager for a large debris project in Calcasieu Parish, LA, during the 2005 Hurricane season.*

Hurricane Charley Debris Projects (2004)
- *Field Office Operations Manager for a large debris project in Polk County, FL, during the 2004 Hurricane season.*

Hurricane Isabel Debris Projects (2003)
- *Worked with clients to reconcile ticket data and invoice, during 2003 Hurricane Season.*

Hurricane Fran Project (1996)
- *Data entry, reconciling and invoicing with town of Wilson, NC.*

Additional Experience and Skills

- *Intelligent Designs Systems Incorporated, - Program Evaluator, August 2000–November 2003*
- *University of South Alabama, Mobile, AL - Instructor, Special Education Department 1994-2000*
- *Mobile County Public School System - Consulting Teacher 1989-1994, Teacher of students with disabilities 1970-1989*

Education

- National Incident Management System (NIMS) Certified, ICS-100, 200, 700, 800
- Ph.D., Instructional Design and Development, University of South Alabama, 1998
- AA Certification, Learning Disabilities, University of South Alabama, 1980
- Masters, Mental Retardation, University of South Alabama, 1977
- Bachelor of Science, Elementary Education, Auburn University, 1967

John M. Campbell

Senior Director

Experience

CrowderGulf, *Emergency Management and Training Specialist* May 2006–Present

- Hurricane Idalia, Tornado's & Storms (2023)
- Hurricanes Ian & Nicole, Tornado's & Storms (2022)
- Hurricanes Ida & Nicholas, Tornado's & Floods (2021)
- Hurricanes Laura, Sally, Delta & Zeta (2020)
- Hurricane Dorian, Tropical Storm Imelda & Tornado's (2019)
- Hurricane Florence (2018)
  Regional Manager for all Counties and Cities of Florence Activations throughout North Carolina & South Carolina
- Hurricane Irma (2017)
  Regional Manager for 61 simultaneous activations throughout Florida
- Hurricane Harvey (2017)
  Senior Project Manager for 26 simultaneous activations throughout Texas
- Hurricane Matthew (October 2016-2017)
  Senior Project Manager for 46 simultaneous activations throughout east coast
- Hurricane Hermine (2016)
  Senior Project Manager for the City of Tallahassee and Leon County, FL
- Severe Storms (Flooding & Tornados) (2015-2016)
  Senior Project Manager for for 14/15 simultaneous activations per year
- Ice Storm Pax (February 2014 – May 2014)
  Served as Senior Project Manager for Dorechester County and Berkeley County, South Carolina
  Disaster Debris Removal - Vegetative Debris, Leaners and Hangers, Grinding Operations and Disposal
- Hurricane Sandy (October 2012-December 2013)
  Disaster Debris Removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey
- Hurricane Isaac (August 2012)
  Served as the Project Manager for all four activations due to Hurricane Isaac in Mississippi
- Hurricane Irene (August 2011 – October 2011)
  Served as the Senior Project Manager for all 21 activations due to Hurricane Irene in North Carolina
- Hurricane Ike (September 2008–November 2009)
  This contract called for the management, surveying, collection, reduction, and disposal of debris in the aftermath of Hurricane Ike in 2008
  - Senior Project Manager for Hurricane Ike in Texas for Galveston County debris recovery work including all of Bolivar Peninsula
  - Project Manager for Wildlife and Fisheries contract for waterway cleanup in Texas cities
  - Project Manager for Texas General Land Office (GLO) Contract for Beach Restoration on Bolivar and other Galveston County Beaches
  - Managed Debris operations during the recovery from the storm
  - Performed duties as senior quality control and safety coordinator for debris operations
  - Served as a trainer for company field supervisor, counties personnel and subcontractors

Internal Training for CrowderGulf

- Debris Management Operations Trainer for CrowderGulf clients in Florida, NC, SC and Virginia
- Served as a consultant on Debris Management Plan development for CrowderGulf clients in Florida, South Carolina and Maryland in 2006 through 2009

Lee County, Florida Emergency Management, Fort Myers, FL

Chief of Operations *2001–2006*
Chief of Planning *2000–2001*

- Responsible for daily operations of the Emergency Operations Center and multi-agency emergency coordination in response to storms, fires, hazardous materials releases and police emergencies.
- Some major activities during period include the response to Tropical Storm Gabrielle 2001, Natural Gas pipeline rupture 2003, Hurricane Charley 2004 (Landfall in Lee County), Hurricane Ivan 2004, Hurricane Katrina 2005, Hurricane Wilma 2005
- Responsible for the County Emergency Management Plan (CEMP), the public outreach program for Emergency Management and preparation of the daily Incident Action Plan during emergency activations of the Emergency Operations Center.
- Major activities during this period included County Brush Fires in 2000, the Spring Floods of 2001, and the County Response to Terrorist Threat from 9-11 attack

United State Army (Colonel, Retired) *1968 – 1998*

- Served in multiple command and staff positions through the grade of Colonel

Raymond "Buddy" Young

Senior Director

Professional Overview

Buddy Young is one of the most knowledgeable people working in the debris management business with firsthand experience in managing major disasters. He served as Regional Director of FEMA Region VI from 1993 – 2001. While in that position, under FEMA Director James Lee Witt, he was Chief Administrator for 133 federally declared disasters and emergencies. He is nationally known and well-respected in the Emergency Management community. As the Director of Debris Operations for CrowderGulf, he has provided management and technical assistance to local and county governments after all major hurricane disasters in the Southeast since 2003. He has served as Senior Project Manager in the field after all major hurricanes since joining CrowderGulf. He has managed all types of debris removal, reduction and disposal operations and special projects such as demolition and marine debris removal. His expertise in emergency management, and especially disaster debris removal, is utilized to provide preparedness training and advise CrowderGulf pre-event clients throughout the year. He has also worked with the Texas A & M Engineering Extension Program as an adjunct instructor to conduct full-scale exercises with local and state agencies in response to incidents of terrorism and natural disasters. He is a current member of the Board of Directors for Disaster Recovery Contractors Association (DRCA) and he is NIMS certified.

Experience

CrowderGulf, LLC — 2003-Present

- Hurricane Idalia, Tornado's & Storms (2023)
- Hurricanes Ian & Nicole, Tornado's & Storms (2022)
- Hurricanes Ida & Nicholas, Tornado's & Floods (2021)
- Hurricanes Laura, Sally, Delta & Zeta (2020)
- Hurricane Dorian, TS Imelda & Tornado's (2019)
- Hurricanes Florence & Michael (2018)
- Hurricane Harvey (2017-2018)
- Hurricane Matthew (2016)
- Severe Winter Ice Storms, Flooding & Tornados (2015-2016)
- Hurricane Sandy (October 2012-Present)
- Hurricane Irene (August 2011-October 2011)
- Hurricane Ike (September 2008--2010)
- Hurricane Rita (2005-2006)
- Hurricanes Charley, Frances, Jeanne, and Ivan (2004-2005)

Texas A&M Engineering Extension Program, College Station, Texas Adjunct Instructor — 2001-2004
FEMA, Region VI Regional Director — 1993–2001
Arkansas State Police, Little Rock, Arkansas Director of Security for State — 1983-1993

Training

From 2004-2012, provided yearly training for city and county municipalities that have CrowderGulf pre-event debris management contracts in place. Yearly debris management training sessions include municipalities in Florida, North Carolina, South Carolina, Virginia, and Texas. A detailed list of sessions can be provided upon request.

Certifications and Training

- National Incident Management System, IS-100, 200, 700, 800
- Principles of Emergency Management, IS-230
- Leadership and Influence, IS-240
- Decision Making and Problem Solving, IS-241
- Effective Communications, IS-242
- Introduction to the Public Assistance Process, IS-630
- Introduction to Debris Operation and FEMA Public Assistance Program, IS-632
- EOC Management and Operations, G-275
- Disaster Response and Recovery Operation, G-385
- Rapid Response Team Orientation, G-635

Education

Graduate of Keeler Polygraph Institute, Chicago, IL, 1976 / Graduate of National FBI Academy, Quantico, VA, 1972
Graduate of Arkansas State Police Academy, Camden, AR, 1968
Approximately 100 hours of Coursework in Criminal Justice at the following:

- Certificate of Public Administration, University of Arkansas, Little Rock, AR, 1976 / Arkansas State University, Jonesboro, AR, 1973
- University of Virginia, Richmond, VA, 1972 / Arkansas Tech, Russellville, AR, 1962-1963
- University of Arkansas, Fayetteville, AR, 1968

Gary Evans Jones

FEMA Specialist and Technical Assistance Manager

Experience

CrowderGulf
Technical Assistance Manager and FEMA Specialist **2012-Present**
Mr. Jones has over 28 years working for the Federal Emergency Management Agency (FEM A). He provides direct oversight and implementation of response and recovery operations for presidentially declared disasters across the regions. He was designated Federal Coordinating Officer for Hurricanes Katrina, Rita and Georges and provided executive leadership to over 300 federally declared disasters.

Federal Emergency Management Agency – Region 6
Deputy Regional Director **1994-December 31, 2011**
Served as Deputy Regional Director for 17 years of the 28 years with FEMA Region 6. During those 17 years as Deputy, also served as Acting Regional Director for 4 of those 17 years. Responsible for administration of emergency management programs in the FEMA Region 6 states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas. Also, responsible for oversight and implementation of response and recovery operations for presidentially declared disasters in the five-state region.

Federal Emergency Management Agency – Region 6
Technological Hazards Branch Chief **1983-1994**
Joined FEMA Region 6 in 1983 and served as a Branch Chief managing several Technological Hazards Branch programs to include Radiological Emergency Management Preparedness, Radiological Defense, Hazardous Materials, Earthquake Preparedness, Hurricane Preparedness, Dam Safety and the Chemical Stockpile Emergency Preparedness programs.

US Public Health Service
Physician Recruitment Coordinator **1977-1983**
Responsible for recruiting doctors, dentists and nurse practitioners for rural communities in Arkansas that were federally designated as medically underserved.

Director, Arkansas Emergency Medical Services Program
Arkansas Department of Health **1974-1977**
Responsible for administration and implementation of state-wide regulations for Ambulance Services and training certification of EMTs and Paramedics.

Other Leadership Roles

Served as designated **Federal Coordinating Officer** for **Hurricane Katrina, Rita and Georges**. Provided executive leadership to over 300 federally declared disasters including **Hurricane Andrew, Oklahoma City bombing, Columbia Space Shuttle and Tropical Storm Allison.**

Education

Master's Degree in Public Health Administration — Tulane University
Bachelor's Degree in Education — University of Arkansas
NIMS Certified

Donald J. Madio, Jr.

Regional Manager Director (FL)

Areas of Expertise

Disaster Recovery Specialist with a demonstrated ability to participate in maintaining client satisfaction with high levels of confidence and multifaceted guidance. Seasoned in Mid-to-large scale operational project management along with a strong background in planning, training, reporting, and FEMA Public Assistance Program technical assistance.

Qualifications

- 25+ years' experience in disaster recovery, project management, debris management, and the Public Assistance Program
- Working knowledge of all disaster recovery areas with a comprehensive understanding of key functional processes, resources and government guidelines, with an emphasis on resolution of program issues for all categories of work outlined in the FEMA Public Assistance Program
- Seasoned in disaster recovery contracting throughout the country using acquired knowledge of various federal agency disaster recovery programs along with the programmatic rules and regulations governing their implementation (FEMA, HUD, USACE, EPA and OFA's)
- Thorough understanding of current disaster recovery planning techniques and technologies as well as the methods used in performing risk and impact analysis - Facilitate training seminars for various levels of federal, state, and local governments
- Administer recovery planning and technical services associated with all categories of the FEMA Public Assistance Program, 44 CFR, and the Robert T. Stafford Act - Identify points of vulnerability and recommend appropriate recovery strategies
- Demonstrated ability to plan, organize and direct the testing of emergency response, recovery support and area business resumption procedures - Liaison between community, contractors, monitoring firms, federal, state and local officials

Disaster Debris Management Experience and Responsibilities

- Provide positive results in project execution as well as delivering work profitably for federal, state, and local agencies
- Identify points of vulnerability and recommend debris management and reduction strategies
- Coordinate the efforts of teams and team members in the development of recovery procedures
- Analyze environmental and equipment configurations for critical resources and recommend cost efficient backup capabilities
- Assure documentation required for recovery are identified and property maintained
- Parallel the efforts of teams and team members in different functional areas in the development of procedures in a disaster situation
- Maintain FEMA and other governmental standards and procedures for disaster recovery documentation
- ***Southeastern Regional Manager with CrowderGulf***
- *2023 – Hurricane Idalia & Misc. Winter Storms & Tornado's – Supervised 15 Contracts in AR, FL, GA, NC, TX & VA – Almost 2,Mill. CYs.*
- *2022 – Hurricane's Ian and Nicole – Supervised 34 contract activations throughout Florida – Over 13 Mill. CYs of debris removal/disposal*
- *2020 – Hurricane's Sally and Zeta (Okaloosa County, FL / Harrison County, MS)*
- *2019 - Hurricane Dorian, Tropical Storm Imelda, St. Pete Red Tide, and Midwestern Tornados*
- *2018 - Hurricane Michael – Supervised 11 contract activations throughout the FL Panhandle – Over 12 Mill. CYs of debris removal/disposal*
- ***Project Manager/Senior Project Manager with CrowderGulf***
  2018 - Red Tide Projects - Collier County, Fort Myers Beach, Sanibel, Lee County and Sarasota County
  2017- 2018 - Hurricane Irma: Supervised 64 contract activations throughout Florida
  2016 - 2017 - Hurricane Matthew: Flagler County and the Cities of Bunnell, Flagler Beach, and Palm Coast, FL
- ***Other Debris Management Experience***
  2008 - 2010 - Commonwealth of Kentucky (KYTC) Ice Storms: Ballard, Christian, Grayson, Hart and Logan, Counties, KY
  2007 - 2008 - Buffalo, NY Ice Storm: Erie County, NY
  2005 - 2006 - Hurricane Katrina and Wilma: USACE (LA and MS) and FL
  2004 - Hurricane Charley, Frances, Ivan and Jean: FL
  2003 - Hurricane Isabel / Ice Storm: NC and SC
  2002 - Hurricane Lily: LA
  2001 - Tropical Storm Gabriele: FL
  2000 - Tropical Storm Helene and Leslie: FL
  1999 - 2000 - Hurricane Floyd: NC
  1999 - Oklahoma F5 Tornado: OK

Education & Additional Experience / Skills

- **University of Florida** - Gainesville, Florida - *Bachelor of Science Degree in Public Relations-1996*
- OSHA/MOT
- NIMS (National Incident Management System) 100 / 200
- Debris Management (G202)
- IS – 00100, 00200, 00700, and 00800
- Post Hurricane Reconstruction

Joe Hayes *Regional Manager (FL)*

Areas of Expertise

Disaster Recovery Debris Operations; *with operational expertise through all phases of disaster response across a broad spectrum of severe-weather events, specializing in developing dynamic response protocols for catastrophic events requiring concurrent specialized scopes, and conducting multiple simultaneous large-scale debris removal operations while setting new industry standards for efficiency and maximizing overall client satisfaction. Contract Management; Client Relations and Strategic Planning; Advisory and Support; Senior Project Manager with 10+ years of experience in facilitating, organizing, and completing projects of varying scale and scope of work, utilizing a dynamic management style to provide exceptional operational oversight across multiple simultaneous contract activations, while coordinating administrative needs and mitigating challenges through clear communication and solutions-driven innovation. Possesses a B.A. from Florida Atlantic University with expertise in the logistical planning of operational profiles, with an emphasis on large-scale events, practical application of innovative solutions in austere environments, and technological application of project management across multiple disciplines.*

Disaster Debris Management Experience

CrowderGulf – Mobile, Alabama
Regional Manager, September 2017 – Present

Hurricane Ian – *Category 5 (2022 - Current),* **Regional Manager**, *Lee County, Florida*

- Managed assets, resources, and personnel to develop the necessary logistics for equipment and debris trucks to safely, efficiently, and effectively clear effected areas of the unprecedented hazards generated by Hurricane Ian, resulting in over ***6.3 million cubic yards*** of debris removed from the rights of way (ROW) throughout unincorporated Lee County.
- Mitigated the challenges of a large-scale disaster while employing innovative support and leadership to provide direct oversight to recovery operations for the Lee County Board of County Commissioners and Lee County Solid Waste Department, while providing additional operational oversight for the broader CrowderGulf effort at ground zero.
- Staged in the *Lee County Emergency Operations Center (EOC)* prior to Ian's landfall, establishing streamlined communication with local, state, and federal officials across various departments and agencies to identify immediate needs; assisting numerous governmental and private sector entities charged with disaster response in the immediate aftermath post-event.
- Utilized a hands-on management style and a comprehensive, proactive project approach to develop and implement an industry-evolving response to a historic event with catastrophic levels of devastation, and successfully led an unprecedented team of management staff, subcontractors, and response personnel through all scopes and phases of the recovery effort.
- Maintained a direct advisory and support function, clearly communicating administrative needs and operational updates to State, County and Municipal leaders, fostering transparent, objective, decision-making and further integration of the administrative and operational components of disaster response.
- Managed multiple debris removal scopes concurrently on an unprecedented scale, providing direct oversight to operations at ground zero in Lee County while filling an advisory role in ongoing Ian operations statewide.
- Key member of the CrowderGulf senior management team responsible for an over ***10 million cubic yard*** ground zero response in Southwest Florida, and an overall ***18+ million cubic yard*** statewide debris removal effort.

Hurricane Laura – *Category 4 (2020 - 2021),* **Senior Project Manager**, *Calcasieu Parish, Louisiana*

- Acted as Senior Project Manager, directing a management team that provided the oversight for the successful removal of nearly ***7 million cubic yards*** of debris from rights of way (ROW) throughout unincorporated Calcasieu Parish.
- Integrated additional responsibilities seamlessly, using hands-on management and streamlined project approach to provide oversight across multiple large-scale scopes of work.
- Coordinated with all levels of state and local government to mitigate operational and administrative challenges, furthering enhancing logistics, efficiency, and the overall quality of service.
- Provided additional oversight for operations throughout the Parish, including multiple municipal contracts, and was a key contributor to the senior management team responsible for removing over ***12 million cubic yards*** throughout the incorporated and unincorporated areas of Calcasieu Parish.

Hurricane Michael – *Category 5 (2018 - 2019),* **Project Manager**, *Jackson County, Florida*

- Mitigated and overcame numerous challenges associated with the unique environment of the Florida panhandle and the sheer scale of the event across all phases of the project timeline.
- Provided direct oversight to hundreds of assets and personnel; providing the logistics that resulted in nearly ***3 million cubic yards*** of debris being removed and disposed of in Jackson County alone.
- Coordinated directly with State and County officials to mitigate administrative challenges, providing streamlined logistics for more efficient debris removal operations.
- Coordinated with Jackson County and the *Florida Department of Transportation (FDOT)* to broaden project scope and provide additional services vital to maintaining public safety.

Hurricane Irma – *Category 4 (2017),* **Project Manager**, *Southeast Florida*

- Successfully managed debris removal operations for the Town of Jupiter, The Village of Palm Springs, the City of Stuart, and the City of Vero Beach.
- Communicated with city and town officials in various departments on their immediate needs; ensuring that the work was done thoroughly and to their satisfaction.
- Provided direct oversight to multiple South Florida area activations, while filling and advisory and planning role for operations along the entire East Coast of Florida, effectively augmenting CrowderGulf's ***10+ million cubic yard*** statewide recovery effort.

Additional Notable Activations:

- **Red Tide Debris Removal – Fish Kill** (2021), **Senior Project Manager**, *St. Petersburg, Florida*
- **Lee County Tornado – EF2** (2022), **Senior Project Manager**, *Fort Myers, Florida*
- **FDOT Debris Removal Program, Hurricane Idalia** (2023), **Regional Manager**, *Levy County, Florida*

Education

Florida Atlantic University, Boca Raton, FL
Bachelor of Arts, College of Inquiry and Social Design, December 2011; Honors: Cum Laude (GPA: 3.5/4.0)

Additional Skills/Certifications

- OSHA 30 Hour Construction Safety and Health
- FEMA IS Certifications: IS-100.C, IS-200.C, IS-230.E, IS-=240.C, IS241.C, IS-700.B, IS-800.D

William (Bill) J. Doran III

Regional Director (LA)

Executive Summary

Results oriented senior level leader/manager/consultant with extensive experience at the highest level of Government Emergency Management Programs, Federal Emergency Management Agency, Homeland Security, State Government in addition to military and political strategy experience and the Private Sector. Bill's experience in government at multiple levels paired with his military leadership experience and political savvy presents a unique skill set to think critically on strategic development and successful execution. This perspective has led to multiple successful leadership roles at the strategic level for Federal and State Government during all hazard disasters, domestic military support to civil authorities and in recovery with over 30 years of executive success and progressive responsibility, leading organizations.

Professional Experience

CrowderGulf, LLC, Mobile, AL
Regional Director for the State of Louisiana April 2023- Present

- **2023 Hurricane Idalia, Misc. Ice Storms & Tornado's**
  4 Activated Contracts in FL & GA; 11 Activated Contracts in AR, FL, NC, TX & VA

Ernst and Young, Daphne, AL APR 2022-2023
Senior Manager, Executive Level Consultant and Subject Matter Expert and Professional Management and Consulting Services

- Subject Matter Expert (SME) in Emergency Management for Military, State and Federal Levels of Emergency Management, Certified Emergency Manager (CEM). Intergovernmental Affairs involved in Disaster Preparedness, Response, Recovery and Mitigation, to include Federal Programs for FEMA, HUD, USDA, USACOE, Dept. of Homeland Security and U.S. Armed Forces. Coordinate with federal agencies and State Government efforts in support of federally declared disasters.
- Senior Policy and Programs Advisor regarding FEMA Disaster Preparedness, Response, Recovery and Mitigation programs. Provided the executive level advice regarding coordination of federal, state, tribal, and local assets and resources required to support the state governors and emergency managers for preparedness, prevention, response, recovery and mitigation for all-hazards. In addition serves as an expert witness on FEMA Policy and Programs. Provide expert input on proposals with outstanding writing skills.
- Serve as the principal advisor in coordinating the timely delivery of all federal disaster assistance; to support state and local governments and affected communities.

Plexos Group, Baton Rouge, LA APR2018-APR2022
Senior Vice President Response & Recovery,

- Subject Matter Expert (SME) regarding Federal Programs, State and Federal Government Intergovernmental Affairs involved in Disaster Preparedness, Response, Recovery and Mitigation, to include Federal Grant Programs for FEMA, HUD, USDA, USACOE, Dept. of Homeland Security and U.S. Armed Forces.
- Coordinate with Government and non-profit efforts in support of federally declared disasters.
- Senior Policy and Programs Advisor regarding FEMA Disaster Preparedness, Response, Recovery and Mitigation programs. Provided the executive level advice regarding coordination of federal, state, tribal, and local assets and resources required to support the state governors and emergency managers for preparedness, prevention, response, recovery and mitigation for all-hazards.
- Serve as the principal staff advisor to clients in coordinating the timely delivery of all federal disaster assistance; to support state and local governments and affected communities.

Federal Emergency Management Agency, Denton, TX JUN2010-MAR2018
Federal Coordinating Officer, FEMA Region VI

- Presidentially appointed to twenty-five (25) federally declared disasters as a Federal Coordinating Officer (FCO) and accountable to the President of the United States and the FEMA Administrator.
- Coordinated federal efforts in support of declared disasters in nine different states.
- Provided the executive coordination of federal, state, tribal, and local assets and resources required to support the state governors and emergency managers for preparedness, prevention, response, recovery and mitigation for all-hazards.
- Served as the principal staff advisor to the FEMA Administrator in leading and coordinating the timely delivery of all federal disaster assistance; to support state and local governments and affected communities.
- Achieved the timely delivery of full disaster assistance, with a balance between sound management practices and pressure to satisfy stakeholders' interests.
- Appointed by the FEMA Administrator to serve as the Interim Louisiana Recovery Office Director from Nov 2012-May 2013 for Hurricanes Katrina and Rita.
- Appointed by the FEMA Region VI Regional Administrator to serve on a detail as the Response Division Director for Region VI, from Nov 2014-May 2015.

Education

- Emergency Management Institute Executive Academy, Emmetsburg MD, (Harvard Kennedy School of Government, Naval Post Graduate School, University of Hawaii, Texas A&M)
- University of Maryland, Adelphi, MD Masters of Science in Management, 2010
- Certified Emergency Manager (CEM) International Association of Emergency Managers
- USAF Air War College, 2008
- Louisiana State University, Baton Rouge, LA, B.A. Journalism 1982

Accomplishments

- DR 4277 LA, delivered over $2.4 billion in aid after the Baton Rouge, Louisiana area floods of August 2016. This disaster ranks in the top ten in FEMA history for monetary damages. DR 4277 LA to include over $750 million in public assistance to re-establish communities. In addition executed one of the largest housing programs (over 4000 manufactured housing units) to date in FEMA history. Over $750 million in Individual Assistance. Instrumental in saving the Federal Government nearly $30 million by ceasing operation of faulty tank and pump systems for fire suppression after quality control issues in manufactured housing units became evident.
- Provided over $1 billion in aid to the State of Texas after the 2016 floods. DR 4266, 4269, 4272 TX, over 120 counties declared over a large geographical area. The area in comparison would stretch from New England to Indiana to Virginia. Adeptly able to manage unique political challenges between the City of Houston, Harris County, congressional delegations and the Governor's office, all with competing priorities for Recovery

Leigh Anne Ryals

Regional Director (AL, MS, TX)

Qualifications & Experience

- Regional Director (AL, MS & TX) 2023 - Present
- Project Manager CrowderGulf Debris Operations since 2011 - 2023
- Emergency Management Director & Incident Commander for 12 Presidential Disaster Declarations and one (1) incident of National significance
- Disaster Public Information Officer and Project Coordinator
- Certified Local Emergency Manager (CLEM - State of Alabama)
- Advanced Level Certification in Emergency Management (ALEM)
- NIMS 300 and 400 Level Instructor

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC

Regional Director ***March 2023 - Present***

- Regional Director for Alabama, Mississippi and Texas. Daily support for outside Project Managers and the main office.
- **2023 Texas Ice Storms & Tornado's** – 4 Activations in TX (Austin, Deer Park, Montgomery & Travis Counties)

Project Manager and Emergency Management Specialist ***August 2011- 2022***

- Project Manager and company representative for pre-event clients. Provide daily support for the Disaster Assistance Office in the form of accounts management. Performed technical writing and review of proposals for pre-event contracts. Assisted the company by attending pre-bid meetings participation in marketing presentations to perspective clients. Provided assistance to client on FEMA Public Assistance Program policy. Provided support to Regional Project Manager and served as government liaison to clients.
- **2022 Hurricane's Ian –** Worked in FL doing Debris Clearing & Removal for 38 School & Support Facilities
- **2021 Hurricanes Nicholas & Ida –** TX, MS and LA
- **2020 Hurricane Sally –** City of Daphne, AL
- **2019 Tornado & Special Project –** 2 Activations in TX
- **2019 Hurricane Dorian -** 2 Activations SC
- **2018 Hurricane Michael –** QC & Data Manager over 12,000,000cy of Debris Removal & Disposal in Panama City Beach, FL
- **2017 Hurricane Harvey –** Project Manager and government liaison to Texas clients in League City
- **2016 Hurricane Matthew –** Project Manager and government liaison to Georgia clients in Liberty County
- **2014 Ice Storm Pax**
  Emergency Management Specialist and Government Liaison to Berkeley County, SC. Provided information and assistance on debris related issues and assisted with compiling documentation for eligible reimbursement activities.
- **2011 Hurricane Irene**
  Emergency Management Specialist and Government Liaison to 6 Counties in NC. Provided information and assistance resolving debris related issues as it relates to FEMA 325 guidelines, Disaster Specific Policies and the Robert T. Stafford Disaster Relief Act. Assisted clients in compiling documentation for eligible reimbursement activities, provided debris management training and updates on policy changes. Worked with clients to Conduct After-Action Follow up meetings with staff regarding disaster specific policies and protocols.

Education

- Bachelor of Arts and Science Degree - Radford University, Radford, Virginia *1991*

Training & Certifications

Provides yearly training for City and County Government employees that have CrowderGulf pre-event debris management contracts in place. Has conducted training and breakout sessions at the National Hurricane and the FL Governors Conferences. Member of the Hurricane Liaison Team.

Certifications and Training

- USACE Construction Quality Management
- National Incident Management System, IS-100, 200, 700, 800
- National Incident Management System 300 &400 - Instructor
- Certified/Licensed Emergency Manager (CLEM)
- Advanced Level Certification/Emergency Management (ALEM)
- CPR & Blood Pathogens

L. Barrett Holmes

Regional Director (East Coast)

Professional Overview

Over 30 years of successful leadership and management experience with progressively increasing responsibility. A problem solver and innovative thinker who builds and leads winning teams to highly successful outcomes. A versatile leader with superb ability to bring ideas from conception to completion. Produces positive results regardless of the level of pressure. Flexible and adapts to change exceptionally well. Experienced in coaching, motivating, and mentoring others for success. Other key strengths in:

- Leadership and team building experience nationally and internationally.
- High standards of ethics and integrity with a flexible and adaptable approach.
- Highest regard for safe operations and risk management.
- Uniquely trained in planning, assembling, and managing experienced project teams at multi-site operations.
- Outstanding verbal, writing, and presentation skills.

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC **2014-Present**

Eastern Regional Director responsible for Disaster Debris Removal - C&D and Vegetative Debris, Leaners and Hangers, Stumps, Grinding Operations and Disposal, White Goods, E-Waste and HHW

- **Hurricane Idalia, Tornado's & Storms** 2023
- **Hurricane's Ian & Nicole, Tornado's & Storms** 2022
- **Hurricane's Ida & Nicholas, KY Tornado's & Floods** 2021
- **Hurricanes Laura, Sally, Delta & Zeta** 2020
- **Hurricane Dorian, Tropical Storm Imelda & Tornado's** 2019
- **Hurricane Florence** 2018
  Regional Manager of Florence Activations for counties and cities in North and South Carolina, over 20 million CY removed
- **Hurricane Irma** September 2017
  Regional Project Manager for multiple Counties and Cities in Florida and Georgia; Nassau Co, Clay Co, Sumter Co, Brevard Co, Glades Co, Okeechobee Co, Lake Co, City of Coleman, and City of Cocoa Beach / Chatham Co, and Tybee Island, GA.
- **Hurricane Matthew** October 2016
  Senior Project Manager for Hilton Head Island, SC. Handled coordination of debris removal and recovery efforts for 22 individual contracts and removed and disposed of approximately 3,012,487 Cubic Yards of Debris. Daily meetings with clients and municipalities to update each contract with status.
- **Severe Storms and Flooding** March 2016
  Project Manager for Essex County, VA under the VPPSA Contract
- **Severe Storms and Flooding** October 2015
  Project Manager for the South Carolina Department of Transportation in Lexington and Richland Counties
- **Ice Storm Pax** February 2014
  Southeast Regional Manager for Dorchester County and Berkeley County, SC

Additional Experience and Skills

- ***Senior Manager,*** (Defense Coordinating Officer) 2010-2014
  Federal Emergency Management Agency, Region IV, Atlanta, GA
- ***Chief Operating Officer,*** (Commander/District Engineer) 2008-2010
  Japan Engineer District, Pacific Ocean Division, Tokyo, Japan
- ***Strategic Planning Engineer,*** (Division Engineer) 2006-2007
  1st Cavalry Division, III Corps, Fort Hood, TX
- ***Chief Operating Officer,*** (Commander) 2002-2006
  20th Engineer Battalion, 1st Cavalry Division, III Corps, Fort Hood, TX
- ***Chief Facilities Director.*** (Chief of Facilities and Logistics)
  United States Army European Command, Joint Analysis Center, Molesworth, UK 1999-2002

Education & Professional Affiliations

- Master of Science, Construction Management, University of Florida, Gainesville, FL
- Master of Science, Strategic Studies, United States Army Senior Staff College, Carlisle, PA
- Bachelor of Science, Agricultural Economics, Clemson University, Clemson, SC
- Society of American Military Engineers
- Army Engineer Association
- International Association of Emergency Managers
- NIMS Certification for 100, 200, 700 and 800

Drew Sprinkle

Regional Manager

Relevant Qualifications

Effective group leader and communicator. Schedule and quality control oriented. Possess the necessary skillset to effectively run a project from start to finish, while ensuring the best possible end result for the Client.

Experience

CrowderGulf ***2017-Present***

Manager of multiple projects, directly responsible for subcontractor's performance, ensuring all items are completed to the Client's satisfaction. Communicate with the client, client representatives and subcontractors in order to insure the project is on schedule and all deliverables are being met. Managed operations consisting of hundreds personnel and pieces of equipment of various size and type. Work with clients to figure out the best possible solution to any issue. Work with subcontractors to ensure all reports and paperwork are submitted correctly to allow for timely payment. Organize and conduct safety meetings to constantly maintain a safe working environment. Effectively and efficiently manages heavy marine construction related projects when not involved in disaster related work. Qualified individual for company general contractor's license in Alabama, North Carolina, and California.

2023 - Hurricane Idalia, 4 Activations in FL & GA
2023 - The Nature Conservancy Lightning Point Shoreline Restoration Phase II, Bayou La Batre, AL
- Rock placement, access channel dredging. Contract value $1.4 million

2022 - Hurricane Ian, 35 Activations in FL
- City of Venice, FL

2022 - Hurricane Nicole, 3 Activations in FL
2021 - Hurricane Ida, City of Gulfport, MS
2021 - ALDOT Bridge Fender System Repair, Dauphin Island, AL
2021 - The Nature's Conservancy Lightning Point Shoreline Restoration, Bayou la Batre, AL
2020 - Hurricane Delta & Zeta, MS & TX
2020 - The Nature Conservancy Pensacola East Bay Oyster Habitat Restoration, Pensacola, FL
2020 - Hurricane Sally, City of Gulf Shores, AL
2020 - Hurricanes Laura, City of Lake Charles, LA
2020 - Point Aux Pins Shoreline Protection, - Bayou LaBatre, AL
2019 - Hurricane Dorian, SC
2019 - Tropical Storm Imelda & Tornados/Flooding, FL, TN & TX
2018 & 2019 - Hurricane Michael
- City of Parker, FL; over 400,000 Cubic Yards of Debris, Project Cost $7,865,964
- City of Lynn Haven, FL; over 1,000,000 Cubic Yards of Debris, Project Cost $13,7087,682

2018 - Hurricane Florence, SC DOT; 4,500 Cubic Yards of Flood Debris, Project Cost $117,995
2018 - Red Tide/Fish Kill Cleanup
- Lee County, FL; over 3,000 tons of dead marine life, Project cost $374,201
- Ft Myers Beach, FL over 2,000 tons of dead marine life, Project Cost $262,767

2017 - Hurricane Irma, Supervisor - FLDEP Waterway Projects
2017 - Hurricane Harvey, Supervisor - Corpus Christi, TX- managed haul-out operations and final disposal

Max Trans Logistics **2015-2017**

Managed logistics operations for multiple high volume customer accounts. Oversaw over $1,000,000 in freight spend per year for customers in the construction, steel, textile, and automotive industries. Was responsible for bidding on logistics contracts. Generated new business through customer development and outside sales. Added multiple new customer accounts.

Licenses and Certifications

- Alabama Heavy Construction GC License
- North Carolina Highway and Heavy Construction License
- California Class A General Engineering Contractor License
- OSHA 30
- USACE CQM certified
- NIMS 100,200,700,800

Education

- **Auburn University** - Auburn, Alabama — *Bachelor of Science Degree in Business Administration (BSBA)*
  Major: Supply Chain Management/Logistics; Minor: Marketing

L. Barton Holmes

Regional Manager (East Coast)

Professional Overview

Possessing over 15 years of progressive leadership and management expertise, I have a track record of assuming roles of increasing responsibility. I am a resourceful and inventive thinker adept at assembling and guiding high-performing teams towards exceptional achievements. My leadership style is adaptable, thriving in turning concepts into realized goals and maintaining exemplary performance under pressure. I excel at adjusting to new situations with ease. My background includes proficiency in fostering growth and excellence in others through effective coaching, motivation, and mentorship. Additional strengths include:

- Proven leadership and team-building skills at both national and international levels.
- A commitment to the highest ethical standards and integrity, coupled with a versatile and adaptable methodology.
- A strong focus on safety and risk management practices.
- Specialized expertise in strategic planning, the formation, and oversight of skilled project teams across various sites.
- Excellent communication abilities, encompassing persuasive verbal, written, and presentation skills.

Disaster Debris Management Experience and Responsibilities

CrowderGulf, LLC **2015-Present**

Eastern Regional Manager responsible for Business Development, Training, and Disaster Debris Removal Operations - C&D and Vegetative Debris, Leaners and Hangers, Stumps, Grinding Operations and Disposal, White Goods, E-Waste and HHW

- **Hurricane Idalia, Tornado's & Storms** 2023
  Regional Manager coordinating efforts of Project Managers to respond to VA Beach Tornado, Eastern NC Tornado, and multiple activations in South Georgia for Hurricane Idalia
- **Hurricane Ian** 2022
  Senior Project Manager of Fort Myers Beach, FL; unprecedented and multifaceted debris operation
- **Bowing Green, KY Tornado** 2021
  Project Manager
- **Hurricane Florence** 2018
  Project Manager of Florence Activations for counties and cities in North and South Carolina, over 20 million CY removed
- **Hurricane Harvey** September 2017
  Project Manager for multiple towns, cities, and counties along the Texas Coast
- **Hurricane Matthew** October 2016
  Project Manager who pioneered drone documentation for Hilton Head Island
- **Columbia, SC Flood** October 2015
  Field Supervisor for the South Carolina Department of Transportation in Lexington and Richland Counties

Additional Experience and Skills

- **US Army National Guard** 2017-2023
  20th Special Forces Group - 18B
- **Laurens County Sheriff's Office,** (Supervisor/Commander) 2011-2016
  Uniform Patrol, SWAT, Detective-Violent Crimes
- **YMCA of the Lakelands,** (Executive Assistant & Grant Coordinator) 2009-2010
- **Congressman J. Gresham Barrett,** (Legislative Assistant) 2008-2009

Education & Professional Affiliations

- SFAS/SFQC (Special Forces Assessment and Selection/ Special Forces Qualification Course; 2019-2020)
- USAJFKSWCS NCOA Basic Leadership Course (2019; US Army John F. Kennedy Special Warfare Center & School Non-Commissioned Officer Academy- Ft. Bragg, NC)
- US Army Airborne School (2018)
- US Army Infantry School (2018)
- South Carolina Criminal Justice Academy - Basic Law Enforcement Class 566 (2011)
- Numerous other Law Enforcement/ Military related firearm, tactics, safety, and medical training courses
- NIMS

Valerie Gonzalez

Regional Manager (TX)

Experience

CrowderGulf March 2023 – Current

Coordinate, oversee and schedule multiple Project Managers, Subcontractors and equipment for emergency disaster related projects for the Texas Regional area. Correspond and collaborate with Project Managers, Field Personnel and the Disaster Administrative Office (DAO) to assist with planning, training and assembling project teams at multiple sites. Assist regional clients with follow-up documentation related to FEMA requirements.

Environmental Experience

Aransas County, Rockport, TX *Director of Environmental Health, March 2015-March 2023*

Started my government career at the Aransas County Environmental Health in Rockport Texas. Worked as a Sanitarian for roughly one and half years developing knowledge, skills and abilities (KSA) working as an Inspector that consisted of conducting meetings, conduct classes/trainings to the public on the regulatory requirements, issue permits, conduct inspections and general public interactions. Ensured compliance with food safety regulations as stated in the Texas Food Establishment Rules as codified in the Texas Administrative Code. June 2016, moved into the Interim Director position and shortly thereafter appointed Director. Primary duties as Environmental Health Director require KSA to navigate environmentally complex projects such as, but not limited too residential developments, commercial developments, emergency management missions, budgeting and scheduling. Assist the public with the review of regulatory compliance with the Texas Admirative Code and Texas Health and Safety Code. As the Director, my role was to oversee three different departments which include, Environmental Health, Solid Waste and Vector Control. All three of these departments are heavily regulated by the State of Texas and require the maintenance of State licenses. As Environmental Health director my responsibilities include operation, management and compliance with Texas Commission on Environmental Quality (TCEQ), Texas Department of Agriculture (TDA) and Texas Department of License and Regulations (TDLR). I provide guidance for locals and staff on proper procedures to ensure environmental compliance within the County.

Aransas County, Rockport, TX Debris Management, June 2017 – March 2023

Hurricane Harvey August 25, 2017- As Aransas County's Debris Manager, my role was primary decision maker, assigning tasks to team members as well as communications between the team and other internal and external entities for Debris Operations. A successful debris operation requires effective coordination and collaboration between organizational elements within a jurisdiction, as well as with external entities such as regulatory agencies, local, state/tribal/territorial, and Federal emergency management officials, the private sector, and the general public. I developed various contacts throughout the State of Texas with Texas of Department of Emergency Management (TDEM), Texas Commission on Environmental Quality (TCEQ) Texas Department of Transportation, (TXDOT), as well as some federal agencies such as Federal Emergency Management Agency (FEMA) and the United States Corps of Engineers (USACE). The success of the debris operations within the County helped me develop into a debris specialist. Hard work, determination, self-initiative learning, and commitment to the development of my career opened up an opportunity to exhibit my extensive KSA, when recruited by TDEM's Disaster Recovery Task Force (DRTF). This task force is a State of Texas Resource that assists with mission requests from local jurisdictions to support local entities through incidents and disasters. This task force opportunity presented itself after my successful completion of Debris Removal after Hurricane Harvey made landfall in Aransas County and the responses teams that were sent to Aransas County by TDEM observed my KSA in debris management. My co-workers, supervisors, and colleagues will and do always refer to me as a Debris Specialist. Deployed as part of the DRTF team to wildfires in Eastland County, Texas. During deployment, I learned more technical skills as a debris specialist on smaller scale disasters. During this detail I was the direct contact for the County Judge and Emergency Management Coordinator for debris removal, disposal and volunteer coordination.

Legal Experience

Garza & Gonzalez, Houston, TX *Partner*, 12/15/2011-12/31/2015

- Private practice primarily focusing on Wills, Trust, Probate and Family Law

Providus, Houston, TX *Document Reviewer*, 01/24/12-12/1/2014

- Electronic document review regarding billing practices, unfair competition claims and false advertising, bankruptcy, pharmaceutical issues, environmental and health safety permits and state regulatory documentation, oil and gas contracts, including joint operating agreements, assignability, preferential right determinations and wrongful termination; Privilege, relevancy, confidentiality, search and redaction experience; Quality control experience; Relativity, Axcelerate & Ringtail Platform

Donavan Watkins, Houston, TX *Document Reviewer*, 02/27/2012-05/27/12

- Electronic document review for environmental and corporate case issues (i.e., fraudulent transfer of assets, valuation of assets, intercompany loans/transfers, indemnification from corporate subsidiaries, successor liability of parent company and alter ego claims against various parent corporate entities) environmental damages estimates and actual costs incurred by client and various allocations of the costs to various responsible parties, intellectual property issues, employment and wage issues, wrongful termination, products liability; Privilege, relevancy, and confidentiality experience

Education, Additional Professional Associations, Licenses & Skills

- **NIMS Certified** ICS 100, 200, 300, 400, 700 & 800
- **FEMA:** Knowledgeable of FEMA Public Assistance Policy and Program Guide including Debris Management Planning
- **Thurgood Marshall School of Law, Texas Southern University, Houston, TX**
  Juris Doctor May 2011 - *Valedictorian of May 2011 Graduating Class (G.P.A. 3.80/4.0)*
- **University of Texas at San Antonio, San Antonio, TX** - *Graduated Cum Laude with 3.51 G.P.A*
  Bachelor of Arts Criminal Justice, Concentration in Forensic Dec. 2007 & *Bachelor of Science Biology* May 2006
- ***Member of Texas Environmental Health Association***
- ***Active Member in Good Standing of State Bar of Texas, November 2011***
- *Registered Sanitarian & Floodplain Management, Municipal Solid Waste Operator Class B*
- *Conversational in Spanish & Proficient Researcher*

Clayton B. Young

Texas Regional Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Relevant Qualifications

Experienced in group leadership and task execution. Well-traveled and culturally aware, this makes for an effective communicator with people from all walks of life. Knowledgeable in the bidding process and job estimation.

Disaster Debris Management Experience

CrowderGulf *2010-Present*

Project Manager I CrowderGulf Texas Client representative

- 2021 Hurricanes Ida & Nicholas, Winter Storms - Texas
- 2020 Hurricanes Laura, Sally, Delta & Zeta
- 2019 Hurricane Dorian, Tropical Storm Imelda & Tornado's
- 2018 Hurricane Florence- Project Manager of Duplin County, NC; Over 200,000 CYs Debris Removal and Disposal.
- 2017 Hurricane Harvey- Served as Project Manager for the following clients: Cities of Dickinson, Friendswood, Lake Jackson, Jones Creek, La Marque, Santa Fe, Clear Lake Shores and Galveston County.
- 2017 Hurricane Harvey - Served as Project Manager for TX GLO Waterway Projects in the following locations: Colorado River, San Bernard River, Brazos River, Chocolate Bayou, and Oyster Creek.
- CrowderGulf representative/ Local Project Manager for clients in Texas and Louisiana
- Project Manager, Flooding in Waller and Montgomery Counties, Texas
- Project Manager, Hurricane Irene, North Carolina
- Managed Galveston County Buyout Program after Hurricane Ike
- Supervised crews in Walker County Alabama for Operation Clean-sweep after the April 27th tornadoes

Additional Experience and Skills

Self Employed, Denton, Texas *Denton, Texas*

Entrepreneur *2001-2010*

- During and after college made investments in an array of ventures in an effort to gain experience in the world of business creation.
- Home exterior painting service - Responsibilities included, but not limited to ground up business development, hiring, job estimation, advertising and project planning.
- Real Estate restoration and sales - Purchased down-trodden homes and restored/refurbished and sold them.
- Classic car restoration and sales - Purchased and sold historically significant classic cars.

Education

University of North Texas

- BA with focus on Entrepreneurial Management/ Studied International Business in Italy
- Future Entrepreneurs Club/ Tasked to develop and implement business plans
- NIMS Certified 100, 200, 240, 241, 242, 632 700, 701, 703, 800, 907

Additional Skills/Certifications

- NIMS Certified
- FEMA: Knowledgeable of FEMA Public Assistance Policy 321 and Debris Management Planning 325
- Strong communication and organizational skills
- Client Relations
- Project planning
- Estimating and competitive bidding processes

Isam Brisco

Project Manager

Qualifications

Experienced and highly qualified professional offering years of extensive project management experience in construction and disaster relief. Accustomed to working on diversified projects for both new construction and disaster aftermath cleanup and recovery. Proven exceptional project management, organizational abilities, and supervisory skills to assure success in performance planning, project development, and client satisfaction. Effective at implementing guidelines that led to the successful completion of years of projects within time and budget.

Disaster Debris Management Experience

CrowderGulf

Storms — *2021 – Current*

- June 2023 – July 2023 Montgomery County Precinct 3 Wind Storm
  - Managed all debris operations for a project in a densely populated urban environment.
- October 2021 – June 2023 Calcasieu Parish Waterway Project
  - Successfully identified and contacted thousands of property owners for access through private property.
  - Managed operations for a job that cleared over 800 miles of drainage laterals in difficult swampy terrain.
  - Mapped and directed crews on a marine based job that removed over 2 million yards of debris from drainages.
- September 2021 – October 20021 Hurricane Nicholas
  - Directed operations for a storm that activated six contracts simultaneously
  - Main line of communication between all subcontractors, clients, and monitoring firm between six concurrent activations.

Managed Debris Removal Operations in Calcasieu Parish after Hurricane Laura — *August 2020 – June 2021*

- Coordinated all operations for a project with over 200 trucks removing over 98,000 cubic yards of debris daily.
- Assigned all trucks to specific zones and ensured all trucks were "cleaning as they go" to not skip piles.
- Located, leased, and permitted 12 Disaster Management Sites in strategic locations in Calcasieu Parish.
- Communicated seamlessly with the monitoring company and subs to make certain over 200 trucks had a monitor every day.
- Successfully managed a job that has removed and reduced 6,215,300 cubic yards of debris.

Managed Debris Removal in Western Bay County after Hurricane Michael — *October 2018 – June 2019*

- Running PUSH Operations to clear streets immediately after the storm.
- Locating and permitting suitable temporary Disaster Management Sites, mapping and plotting debris on all county roads.
- Debris estimations for the County, Delegating debris zones to subs and ensuring they adhere to assigned zones.
- Supervising operations at Debris Management Sites, Removed 1,993,900 cubic yards of debris from ROW at the end of 2020.

Managed Debris Removal Operations in Dickinson, TX after flooding from Hurricane Harvey — *September 2017 - March 2018*

- Found a suitable temporary Disaster Management Site for increased efficiency of haul in and reduction of C&D.
- Communicated with the City on a daily basis to update on progress and to prioritize areas for debris pickup.
- Mapped and plotted all of the roads in the City and relaying the maps to trucks.
- Zoned the City maps and assigned zones to trucks, worked with Monitoring Company to ensure the job ran smoothly.
- Oversaw haul out of compacted debris to final disposal, set up and supervised pick up and disposal of White Goods & HHW.
- Successfully removed, reduced, and hauled to final disposal over 230,000 cubic yards of C&D.

Additional Experience and Skills

Poolwerx Dallas, TX

Renovation Manager Responsible for Day-to-Day Operations of Construction Department — *January 2014 – September 2017*

- Calling clients and scheduling appointments for a project consultation.
- Providing bids to customers in a timely fashion.
- Assisting clients with selection of finishes & details.
- Scheduling work with subcontractors upon acceptance of a bid.
- Communicating with the client throughout the renovation process.
- Ensuring the work being performed was of outstanding quality.
- Invoicing and collecting payment once the project was complete.
- Increased work capacity by hiring additional subcontractors and maintaining working relationships with existing subcontractors.
- Grew department revenue over 100% in three years while maintaining targeted margins.

Education/Military

- University of North Texas — *2002-2007*
- Hospitality Management

Matthew D. Lucas

Senior Project Manager

Areas of Expertise

Dedicated construction professional with years of direct experience with a proven track record of success. Results-oriented leader with outstanding work ethic and proven leadership, negotiation and problem resolution abilities. Ability to motivate and maximize all levels of productivity. Excellent communicator able to build cohesive and productive relationships with people across all corporate levels. Experience or expertise in:

- Procurement/contract negotiation
- Disaster Recovery
- Underground utility installation
- Electrical systems
- Power distribution
- Sports lighting installation
- Team Building/Leadership
- Demolition
- Solar system installation

Disaster Debris Management Experience

CrowderGulf, Mobile, AL 2016-Current
Senior Project Manager

- Project Manager over city of Alexandria, Louisiana after Hurricane Laura swept through the State. Removed approximately 250,000 Cubic Yards of Debris.
- Oversight of storm debris clean-up for the City of Raleigh, North Carolina. This includes management of subcontractors and clean-up crews for the massive collection of storm debris. In addition, managed temporary debris area for the collection and disposal of vegetation and construction debris. After completion and close-out of Raleigh project, I performed similar oversight and storm clean-up management in Fayetteville, NC, post Hurricane Matthew.
- Managed extensive storm clean-up efforts in Port Arthur, TX, post Hurricane Harvey. This included management of subcontractors and clean-up crews, as well as management of multiple temporary debris areas. In addition, coordinated with various City, State and Federal governmental agencies.
- Managed substantial storm debris clean up expanding more than 30 miles in and around Panama City, FL, post Hurricane Michael. This included managed of deep ditch clearing and extensive private property debris removal. Successfully completed the following projects for the United States Army Corps of Engineers in 2018: Lakehurst Air Force Base, NJ – Repair of electrical distribution system and Dover Air Force Base, DE – Complete construction of hydrant fuel system.

AshBritt Environmental, Deerfield Beach, FL 2016-2016
Senior Project Manager

- Managed complete vessel recovery as a result of Hurricane Matthew storm impacts.

Current Construction Corp – Current Environmental & Demolition, Allentown, NJ..... 2012-2016
Vice President

- Estimated and procure various electrical projects throughout the East Coast. This includes airport runway lighting and aviation construction, underground utility projects, sports lighting installation and power distribution. Supervised various members of the construction team to ensure the successful completion of commercial and residential demolition projects; including both interior and exterior demolitions.
- Performed clean-up efforts after Superstorm Sandy throughout many shore communities in New Jersey, totaling approximately 35% of all clean-up work in the state. Projects ranged from demolition of homes, installation of pilings to the raising and construction of homes, to the performance of marine vessel salvage. Managed the operation of pneumatic vacuum trucks in order to clean sand and sludge from underground mains in areas from Seaside Park to Point Pleasant, NJ.
- Supervised and performed marine vessel salvage and dredging of various channels and marinas in the Southern regions of the Jersey shore.
- Managed the building, operation and restoration of the largest temporary transfer station in Stafford Township, NJ. Maintained and adhered to all necessary codes and construction compliance.

Lucas Electric Company, Inc. – Lucas Demolition & Disposal, Hightstown, New Jersey 1995-2012
President

Henry J. Lucas Electric Co. Inc.
Vice President 1990-1995
Project Manager/Estimator 1985-1995
Electrician 1979-1985

Education / Licensing /Training / Leadership & Community Involvement

Mercer County Vocational Technical School - ***Electrical Construction***, West Windsor, NJ
Entrepreneurial Ventures - *Owned and managed an auto body / collision center and laundromat in New Jersey.*

New Jersey Electrical Contractors License #9758
100-Ton US Coast Guard Captain's License
Transportation Worker Identification Credential (TWIC) Card
Big Brother/Sister of Mercer County
New Jersey A901 Disposal License
New Jersey CDL-A License with Medical Card
OSHA 10/30 & First Aid Certification
Real Estate Investor – *Commercial & Residential*

Samuel J. Roberts

Senior Project Manager

Disaster Debris Management Experience

CrowderGulf - Mobile, AL ***Senior Project Manager*, September 2017- Present**

Communicated with City and County officials, as well as the monitoring company and sub contracted trucking companies in order to ensure a continuous flow of debris trucks from the CrowderGulf DMS site to the City and County Landfills. Both Construction and Demolition (C&D) and vegetative debris reduced by compaction and vegetation reduced by grinding.

Projects:

- 2022 Hurricane Ian, 35 Activations in FL
  Waterway clean-up and Lake clearing
- 2022 Hurricane Nicole, 3 Activations in FL
- 2021 Hurricane Ida, City of Gulfport, MS
- 2020 Hurricane Sally – Senior Project Manager for Baldwin County, AL
- 2018 Hurricane Florence – *Brunswick County, NC included Bolivia, Caswell Beach, Bald Head Island, Oak Island, Shallotte, Leland, Navassa, Northwest, Sandy Creek, Varnamtown and Brunswick County.* Managed haul out operations of debris successfully completing 696,022 cubic yards and 4 Debris Management Sites (DMS).
- 2018 Hurricane Michael – Bainbridge GA – Complete Army Corps projects
- 2017 Hurricane Irma – *Polk County, FL included: Haines City, Fort Meade, Winter Haven, Bartow, Mulberry, Auburndale, Lake Wales, Lake Hamilton, Davenport, Lake Alfred, Dundee, Eagle Lake, Highland Park, Hillcrest Heights and Polk City.* Managed haul out operations of debris successfully completing 2,269,197 cubic yards and 11 Debris Management Sites (DMS).

Other Projects:

- Hurricanes Ike & Gustov – Project Manager under Beck Disaster Recovery -
- Hurricanes Katrina & Rita – Quality Assurance Services for Debris Mission in Support under the Contract with the Army Corps of Engineers
- Orange County / St. Johns River Water Management District – Aquifer Storage Recovery Pilot Project.
- Orange County Utilities Department Design Project – Lake June Redevelopment Project & Lake Lawn Sanitary Sewer Evaluation Survey
- Miami Dade County Housing Agency / DERM Sanitary Sewer Evaluation Surveys (SSES)
- Orange County Utilities Department – Holden Height Phase 2 & 3 and L.B. McLeod Transfer Station Rehabilitation
- City of Belleview – Waste Water Treatment Plant Expansion
- City of Zellwood – Wastewater Treatment Plant Conceptual Design
- City of Ormond Beach – Division Avenue Well Rehabilitation – Well No. 12A & 21A
- Miami Dade County Aviation Department (D.E.R.M.) Building 3047/49 Source Removal / Remediation and Buildings 3047-3049
- Wingate Road Super Fund Incinerator Site Remediation

Other Experience

- 2012-2018 – Roberts and Roberts Management Services, LLC *Registered in Orlando, FL as qualified Civil Engineer **
- 2000-2012 – Barnes, Ferland and Associates, Inc.
- 1997-1999 – Omai Gold Mines
- 1191-1995 – Daniels Financial Services
- 1989-1992 – Alabama A&M University
- 1991-1992 – Goodrum Knowles Contractors, Inc.

Additional Experience and Skills

- * Qualified Civil Engineer with over 20 years of experience
- U.S. Army Corps of Engineers Quality Assurance and Quality Control (QA/QC)
- FDEP Storm Water and Erosion Control Management
- Advanced Maintenance of Traffic Planning Certified (MOT)
- OSHA Certified
- Pipeline and Manhole Assessment Certification Programs (PACP & MACP)

Education and Associations

- **Florida International University MSc. Emergency Management – 2020**
- **University of Central Florida M.S. Civil Engineering –**
  Areas of Specialization – MBA Water Resource Engineering & Construction Management
- **Alabama A&M University, B.S., Civil Engineering** – *1993 Minor in Mathematics*
- **American Society of Civil Engineers** – *Affiliate Member since 1996*

Wilber Ledet

Senior Project Manager

Relevant Qualifications

- Sixteen years of management experience in disaster recovery and marine debris.
- Expertise in managing stored vessel reclamation program.
- Assisted in the removal of hazardous substances from the vessels and coordinated their proper disposal.
- Sand removal, sand screening and beach berm construction, including sea oat replacement and right-of-entry program for sand reclamation on private property.
- Facilitated overall daily operations, training and safety programs on equipment for staff and customers.

Disaster Debris Management Experience

CrowderGulf, LLC – Theodore, AL *2009- Present*

- **Senior Project Manager & Project Manager**
  - Florida and Georgia – Hurricane Idalia 2023
  - Arkansas, Florida, North Carolina, Texas and Virginia – Tornado's & Storms 2023
  - Florida – Hurricane's Ian and Nicole 2022
  - Florida, Louisiana and South Carolina – Tornado's & Storms 2022
  - Louisiana & Mississippi – Hurricane Ida 2021
  - Texas – Hurricane Nicholas 2021
  - Alabama, Florida, Louisiana, New Jersey, Texas & Virginia – Tornado's & LA Floods 2021
  - Louisiana – Hurricane Laura 2020
  - Alabama and Florida – Hurricane Sally 2020
  - Louisiana and Mississippi – Hurricane Zeta 2020
  - Louisiana – Hurricane Delta 2020
  - South Caroline – Hurricane Dorian 2019
  - Texas – Tropical Storm Imelda 2019
  - Kentucky – Tornadoes 2019
  - North Carolina – Hurricane's Florence and Michael: Duplin, Holly Ridge, Jacksonville, Onslow, North Topsail Beach, Richlands and Swansboro; over 1,129,000cy debris removal and disposal 2018
  - Florida – Hurricane Michael 2018
  - Florida - Hurricane Irma 2017
  - Texas - Hurricane Harvey – Aransas, San Patricia, Corpus Christi / 2 Waterways (Aransas & TX GLO) 2017
  - South Carolina - Hurricane Matthew - Hilton Head Island and PUDs (15 Total Activations) 2016
  - Florida - Hurricane Hermine - City of Tallahassee / Leon County (2 Total Activations) 2016
  - Florida - Bayou Texar Dredging - City of Pensacola 2015
  - South Carolina - Storms/Flooding - Richland County 2015
  - New Jersey - Sandy Phase II Marsh Cleanup 2014
  - South Carolina - Ice Storm - Berkeley County 2014
  - North Carolina - Ice Storm Pax - City of Raleigh 2014
  - Alabama - Tornado - Limestone County 2014
  - New Jersey - Super Storm Sandy - Barnegat Bay 2012
  - Alabama - Hurricane Isaac - Dauphin Island 2012
- **Supervisor** - Hurricane Isaac *February 2012 to September 2012*
  - City of Pascagoula, Ms. - Removal of storm debris from right of ways.
  - City of Biloxi, Ms. - Removal of storm debris from right of ways.
  - City of Orange Beach, AL - Removal of debris from beaches.
  - Walton County FL. - Removal of debris from beaches.
- **Project Manager** - BP MC252 Gulf Oil Spill - Baldwin County, AL *May 2010 to February 2012*
  Managed up to 800 Hazwoper certified responders. Managed both manual and mechanical removal of oil from all of the beaches in Baldwin Co. Alabama. Attended daily operation meetings with BP, US Coast Guard, Alabama Department of Environmental Management. Attended weekly planning meeting with BP operations to assist with plans for the clean up activities for the State of Alabama. July 2010 was appointed to BP's Waste Management Board, assisted in reducing the use of non recyclable plastic on the response.
- **Supervisor** - Hurricane Ike *January 2009 to November 2009*
  Supervised removal of wet debris targets identified by sonar from West Galveston Bay, Tiki Island and Omega Bay, Texas. Chanel clean up of Dickinson and League City Texas. Located and removed sunken vessels in the same water ways. Stored vessels and removed all fluids and disposed of vessels. Disposal of vessels in Port Arthur and Orange Texas.
- **Supervisor Strayham Construction** - Hurricane Ike *September 2008 to November 2008*
  Supervised seven (7) curtain burn pits in Pearland Texas. Reduced by burning over 600,000 cubic yards of vegetative debris.

Certifications

- FEMA Certifications: *IS-00001, IS-00100.b, IS-00134, IS-00200.b. IS-00240.a, IS-00244.a,IS-00700.a, IS-00800.b, 40-Hr HazWoper, 30-Hr OSHA Construction Course*
- US Army Corps Of Engineers: *Construction Quality Management for Contractors #784*

Robert (Lew) Najor

Project Manager

Disaster and Debris Related Projects

CrowderGulf - Quality Control Manager / Project Manager — 2017-Present

Duties: Implemented three phase Quality Control (QC) - Reviewed contract requirements - Created list of Definable Features of Work (DFOW) - Ensured quality of work and establish levels of workmanship - Check preliminary work and examined work areas to assure work has been accomplished - Checked for defective work and issued rework item logs for tracking and correcting - Preformed QC on debris documentation. Ensured production rates of debris removal crews were being attained - Checked safety compliance - Provided weekly QC reports to Senior Project Manager - Implemented proactive intervention.

- ***St. John the Baptist Parish, LA*** – NRCS Canals, Ditches & Waterways, PPDR & ROW — 2022-2023
- ***Pensacola East Bay Oyster Habitat Restoration*** – 70K Tons Aggregate Placement & 33 Habitat Reefs — 2021-2022
- ***Hurricanes Laura, Sally, Delta & Zeta*** - Activations — 2020
- ***Tropical Storm Imelda, Tornado/Flooding & Special Project*** – Texas & **Hurricane Dorian** – South Carolina — 2019
- ***Hurricane Michael*** / **Bay County, FL** - Oversaw QC of removal of 2 Million Cubic Yards of Debris. — 2018-2021
- ***Hurricane Harvey*** / **City of Baytown, TX** - Oversaw quality control of removal of 30,000 Cubic Yards of Debris — 2017-2018
- ***Hurricane Harvey*** / **Brazoria County, TX** - Oversaw quality control of removal of 50,000 Cubic Yards of Debris. — 2017-2018

Advanced Construction - Project Manager — 1995-2006

Duties: Direct field oversight of debris operations - Sectoring/zoning work areas - Identifying and set up of DMS (Debris Management Sites) - Attended weekly client meeting and provide schedule updates - Ensured project was performed in accordance of the contract and specifications - Ensure project completion and closeout focusing on Safety, Quality, Cost and Schedule.

- 2006 ***Hurricane Ivan*** — Cape San Blas, FL - Beach re-nourishment; Gulf County, FL - Beach restoration, debris removal, Placement 100,000 CY Sand
- 2005-6 ***Hurricane Katrina*** — Osyka, MS - Cleanup/Debris removal 30,000 CY; Amite, LA - Cleanup/Debris removal 60,000 CY
- 2004-5 ***Hurricane Ivan*** — Perdido Key, FL - 150,000 CY Debris removal and reduction
- 2002 ***Hurricane Damage/Erosion*** — Mexico Beach, FL - Beach re-nourishment, placement100,000 CY Sand
- 2000-1 ***Hurricane Beach Erosion*** — Cape San Blas, FL - Beach re-nourishment; Gulf County, FL - 200,000 CY Beach restoration
- 1999 ***Hurricane Erin*** — Escambia Co., FL - Beach re-nourishment
- 1998 ***Hurricane George*** — Cleanup and debris removal 50,000 CY
- 1995 ***Hurricane Opal*** — Pensacola Beach, FL - Debris removal 300,000 CY

U.S. Army Corps of Engineer Related Experience

Quality Control Manager

Duties: Responsible for inspecting, documenting, and reporting to the contracting officer all aspects of the work described and detailed in the plans and specifications. Responsible for implementing and enforcing the Quality Control Plan, Accident Prevention Plan & Environmental Protection Plan. Implemented the three phase. **Projects Completed in this Role:**

- ***NOV-07A Levee Buildup*** / **Empire, LA** - Low salinity fill / 200,000 Cubic Yards / Cost: $11 Million — 2015-2016
- ***Navy/Marine Joint Strike Force Hangers*** / **Eglin AFB, FL** - Site construction / Cost: $3 Million — 2009-2010
- ***Mississippi River Levee Enlargement MRL #453*** / **Tallulah, LA** – Levee Enlargement Project / 300,000 Cubic Yards / Cost: $5 Million — 2008-2009
- ***Mississippi River Levee Buildup MRL #457*** / **Lake Providence, LA** Levee Buildup Project / 700,000 Cubic Yards / Cost: $10 Million — 2007-2008
- ***Road and Drainage Upgrades*** / **Hulbert AFB, FL** - Site Underground Grading / Cost: $5 Million — 2007
- ***Hurricane Charley-Operation Blue Roof*** / **Port Charlotte, FL** - Blue Roof Operations / Cost: $4 Million — 2004
- ***Restoration of Borrow Pits*** / **Eglin AFB, FL** - Restored Gov borrow pits on base / Cost: $2 Million — 1996
- ***Mississippi River Flood Control*** / **Martin, TN** - Placement of Class II Rip Rap / 20,000 Tons Rip Rap / Cost: $2 Million — 1994
- ***Containment Dike Installation*** / **Jackson, AL** - Excavation of spoil dike / 200,000 Cubic Yards / Cost: $4 Million — 1993

Education

- Auburn University (Bachelor's Degree) — 1988 - 1990
- Jefferson Davis Community College (Associates Degree) — 1987 - 1988
- Certified USACE Construction Project Management #784
- Florida underground utility excavation: Contractor # CUCO57058
- Operation Blue Roof, Certified Class B CDL & 10 HR OSHA Training

Howard Turner

Project Manager

Experience

CrowderGulf - Mobile, AL

Project Manager ***2011-Present***

- Over two decades of experience in disaster recovery and management industry.
- Grinding at Temporary Disposal Storage & Reductions Sites (TDSRS) and secure additional sites when needed.
- Manage and direct field level disaster debris removal and reduction operations including site management and the supervision of subcontractors and foremen.
- Prepare bid proposals and manage post hurricane contracts for extra work not covered by pre-event hurricane contracts.
- Planning and scheduling of crews and equipment to collect hurricane debris from public rights-of way.
- Mediate all claims of property damage to satisfaction of property owner and municipality.
- Oversee debris reductions sites, schedule hauling and disposal of reduced vegetative material to final beneficial reuse sites.
- Oversee and schedule loading, transportation, disposal of wood fiber for beneficial reuse in nursery application, completion of debris and delivery of post reduction wood fiber.
- Oversee verification and completion of tracking documentation for payment, delivery tickets for invoicing and FEMA auditing.
- Assist in loading and expediting of ship to final destination.
- Site restoration of temporary debris management sites to FEMA and municipality requirements.

2023 Hurricane Idalia, 4 Activations in FL & GA
2023 Misc. Storms & Tornado's 11 Activations in AR, FL, NC, TX & VA
2022 Hurricane Ian, 35 Activations in FL
2022 Hurricane Nicole, 3 Activations in FL
2022 Misc. Winter Storms, Tornadoes, Dredging & Playground, 5 Activations in FL, LA & SC
2021 Hurricane Ida, City of Gulfport, MS
2021 ALDOT Bridge Special Project, Dauphin Island, AL
2021 The Nature's Conservancy Special Project, Lightning Point, FL
2021 December Tornado's in KY
2020 Hurricanes Laura Sally, Delta & Zeta
2019 Hurricane Dorian, Tropical Storm Imelda & Tornado's
2018 Hurricane Michael, Florida
2018 Hurricane Florence, NC - Senior Project Manager for hurricane debris pick-up and disposal in Fayetteville of over 160,000cy.
2017 – 2018 Hurricane Irma, FL - Successful completion of hurricane debris pick-up and disposal in assigned areas. Debris management operation for numerous clients in the center portion of Florida. Two counties, Charlotte and DeSoto; two cities, Arcadia and Punta Gorda.
2011 – 2012 Hurricane Irene, VA - Successful completion of hurricane debris pick-up and disposal in assigned areas. York County, James City County, City of Williamsburg

CrowderGulf Partner/Subcontractor ***2003-2011***

- Assisted CrowderGulf as primary and first liaison between the company, municipalities and FEMA requirements.
- Grind-All has three disposal sites available within the Richmond area CVWMA region and thirteen local member jurisdiction and CrowderGulf for use as TDSRS's and/or final disposal sites.
- Four existing grinders and support equipment available immediately.
- Grind-All fleet of trucks and additional hauling capacity available for hauling of reduced debris to final disposal site(s).
- Richmond based company with ability to provide local resources for personnel and equipment for debris pick-up, reduction, and disposal.

2004 - 2008 Consultant to CrowderGulf, Virginia and Florida - Assisted with preparation of bids for both existing pre-event contracts and requested bids and proposals end use of reduced debris not just storage.

2004 - 2005 Hurricane Charley, Ft. Myers, Florida Area - Full responsibility for day-to-day management of all disaster recovery activities including collection crews and equipment, debris reduction and disposal, and site restoration. Liaison with municipalities, Corps of Engineers and FEMA. Successful completion of hurricane debris pick-up and disposal in assigned areas. Lee County (including Lehigh Acres, North Ft. Myers, Captiva, Pine Island, and Bonita Springs) and four cities and towns (Ft. Myers, Ft. Myers Beach, Cape Coral, Sanibel) and successful completion of C&D debris removal from Upper Captiva Island by boat.

2003 – 2004 Hurricane Isabel, Virginia - Successful completion of hurricane debris pick-up and disposal in assigned areas. Four counties and five cities and towns (Southampton, Suffolk, York, and James City Counties, Virginia Beach, Norfolk, Newport News, Suffolk, and Poquoson. Assisted with all aspects of disaster debris collection, recordation, reduction, damage claims and client contact. Responsible for TDSRS restorations. Successful loading and expediting of shipments to final destination for disposal of reduced debris both domestically and internationally.

Previous Experience

Grind-All Company – Moseley, VA

General Manager ***1999–2003***

- Day-to-day management overseeing scheduling and operations of four grinders, three screens, mulch coloring plant, and fifteen loaders, excavators, trucks, and miscellaneous equipment.
- Responsible for the operation of three dumping and grinding sites for preparation of mulch, topsoil and organic growing media.

Jeff Zemlik

Health & Safety Manager

Disaster Debris Management Experience

CrowderGulf — ***May 2010-Present***

Health & Safety Manager

- Review, evaluate, and analyze work environments, design programs and procedures to control, eliminate, and prevent disease or injury caused by chemical, physical, and biological agents in the arena of environmental safety, marine operations, and general site safety.
- Create and implement safety procedures and policies, as well as, created all original safety plans specifically pertaining to the individual job or project; conduct inspections and enforce adherence to laws and regulations.
- Hold daily safety meetings concerning various topics of personnel safety and training.
- Monitor the JSA process, including storage both physically and electronically and all forms of documentation and document preservation.
- Followed through with incident investigation to ensure that all required policies were followed.
- Train, motivated and managed team of up to 16 safety observers.
- Aggressively case manage all cases of injury. Adjunct Hazwoper instructor for over 240 employees'.
- Issue permits to work, lift permits, hot-work permits, LO/TO program and ground disturbance permits.

2023 Hurricane Idalia, Misc. Ice Storms & Tornado's
4 Activated Contracts in FL & GA; 11 Activated Contracts in AR, FL, NC, TX & VA
2022 Hurricanes Ian & Nicole, Misc. Winter Storms, Tornado's, Dredging & Playground Projects
3 Activated Contracts in FL; 35 Activated Contracts in FL; 5 Activated Contracts in FL, LA & SC
2021 Hurricanes Ida & Nicolas, Misc. Flooding, Severe Storms & Tornado's
7 Activated Contracts in TX; 4 Activated Contracts in LA & MS; 13 Activated Contracts in TX
2020 Hurricanes Laura, Sally & Zeta
10 Activated Contracts in LA & MS /10 Activated Contracts n AL & FL / 8 Activated Contracts in LA at 27, 37 & 9 DMS Sites
2019 Hurricane Dorian & Misc. Tornado's, Storm Imelda & Special Projects
8 Activated Contracts (2 in SC, 2 in TN, 3 in TX and 1 in FL)
2018 Hurricanes Florence – NC & SC and Michael – FL
Safety Manager over activations, monitoring safety for over 800 debris removal crews.
2018 Red Tide / Fish Kill – Florida
Project Manager for Sarasota County and Sanibel, FL
2017 Hurricane Harvey and Irma
Disaster Debris Removal and Recovery Services in over 100 simultaneous activations from TX to FL.
2016 Hurricane Matthew and Hermine
Disaster Debris Removal and Recovery Services in over 46 simultaneous activations along the East Coast.
2014, 2015 & 2016 Severe Storms (Flooding & Tornados)
Disaster Debris Removal and Recovery Services in over 30 activations over 3 years at various municipalities.
2012 Hurricane Sandy Cleanup
Debris removal, Waterway Marine Debris Cleanup and Vessel Removal for the State of New Jersey.
2012 Hurricane Isaac Cleanup
Debris removal and reduction after Hurricane Isaac for the cities of Pascagoula, Gulf Port, and Biloxi in Mississippi with no first aid or OSHA recordable incidents.
2011 Hurricane Irene Recovery, North Carolina & Virginia
Debris removal & reduction after Hurricane Irene for over 20 municipalities in the NC & VA area with no first aid or OSHA recordable incidents.
2011 Tornado Recovery, Walker County, AL
Debris removal and reduction after several tornados devastated north Alabama with no first aid or OSHA recordable incidents.
2010 BP Deep Horizon Oil Spill Recovery Response, Gulf Waters & Beaches, AL, FL, MS
Oil Spill Response & Recovery, providing management, equipment, materials and personnel to recover, maintain and reclaim gulf coast beach areas; BP Oil Exploration & Production/ O'Brien's Response Management/ Orange Beach, AL/ Baldwin County, AL/ Dauphin Island, AL

Additional Related Experience and Skills

Sales/Acting Branch Manager - **Arrow Equipment/United Rentals - Chicago, IL** — **2001 to 2002**
Safety Manager - **Rite Way Masonry – Chicago, IL** — **1995 to 2001**

Education

- A.A. Concentration Organizational Management — Indian River State College, Ft. Pierce, Florida
- B.A. Occupational Health and Safety — Columbia Southern, Gulf Shores, Alabama

Certifications

- FEMA NIMS: ICS 100, ICS 200, ICS 300, ICS 400, ICS 700, ICS 800, ICS 240
- U.S.A.C.E Construction Quality Management
- U.S.A.C.E. 385-1-1 40 hour
- 40 Hour Hazwoper Certificate & Instructor
- SONS & TWIC
- OSHA 10 Hour General Industry
- OSHA 30 Construction
- OSHA 510 & 500
- Asbestos Supervisor and Refresher
- Asbestos Inspector and Refresher
- Leadership & Influence
- DOT Supervisor
- Root Cause and Incident Training

Wesley R. Naile

Contracts Manager

Relevant Qualifications

- Over 15 years of experience in disaster debris operations recovery.
- Contract Management & Emergency Planning
- Logistics, strategic planning, procurement and negotiation tactical planning.

Disaster Debris Management Experience

CrowderGulf *2004-Present*

Contracts and Logistical Manager for Disaster Operations

- Ensure all pre-positioned equipment and supplies are deployed and ready
- Research and evaluate logistical systems and processes for incorporation into CrowderGulf's procedures
- Maintain CrowderGulf communication systems
- Maintain "Quick Kits" for immediate deployment
- Prepare and update logistical plans and procedures
- Manage and maintain warehousing, equipment and supplies

Disaster Experience

- **Hurricane Idalia & Misc. Winter Storms & Tornado's –** Almost 2 Million cards of debris removal/disposal in Various States: AR, FL, GA, NC, TX & VA *(15 Activations)* 2023
- **Hurricane's Ian and Nicole** – Over 13 Mill. CYs of debris removal/disposal throughout FL (*34 Total Activations)* 2022
- **Hurricanes Nicholas & Ida** – Texas and Louisiana, *Contracts & Logistics Manager (7 & 4 Activations)* 2021
- **Hurricane Delta & Zeta** – Louisiana & Mississippi, *Contracts & Logistics Manager (1 & 7 Activations)* 2020
- **Hurricane Sally** – Alabama & Florida, *Contracts & Logistics Manager (9 Total Activations)* 2020
- **Hurricane Laura** – Louisiana & Texas, *Contracts & Logistics Manager (8 Total Activations)* 2020
- **Hurricane Dorian** – South Carolina, *Contracts & Logistics Manager (2 Total Activations)* 2019
- **Tropical Storm Imelda** – Texas, *Contracts & Logistics Manager (1 Total Activation)* 2019
- **Tornado's** Texas & Tennessee, *Contracts & Logistics Manager (2 Total Activations)* 2019
- **Hurricane Michael** – Florida, *Contracts & Logistics Manager (16 Total Activations)* 2018
- **Hurricane Florence** – North and South Carolinas, *Contracts & Logistics Manager (18Total Activations)* 2018
- **Hurricane Irma**, *Contracts & Logistics Manager (61 Total Activations)* 2017
- **Hurricane Harvey**, *Contracts & Logistics Manager (26 Total Activations)* 2017
- **Hurricane Matthew**, *Contracts & Logistics Manager (46 Total Activations)* 2016
- **Hurricane Hermine**, *Contracts & Logistics Manager (2 Total Activations)* 2016
- **Severe Storms & Flooding**, *Contracts & Logistics Manager* 2014
- **Hurricane Isaac**, *Contracts & Logistics Manager* 2012
- **Hurricane Irene**, *Contracts & Logistics Manager* 2011
- **Deepwater Horizon Oil Spill**, *Contracts & Logistics Manager* 2010
- **Hurricane Gustav & Ike**, *Contracts & Logistics Manager* 2008
- **Hurricane Katrina, Wilma & Rita**, *Logistics Manager* 2005
- **Hurricane Charley**, *Field Manager in Volusia County, FL* 2004

Additional Experience and Skills

Gulf Equipment Corporation

Contractor *1999-2000*

- Site preparation and installation of tower, grounding systems and equipment

Education/Military

- University of South Carolina 2000-2003
- U. S. Army - 12B Combat Engineer 1995-1998
  Placement and removal of explosives and obstacles

Jesus Carretie

Program Manager

DISASTER EXPERIENCE

CrowderGulf
Program Manager **03/22 to Present**

2023 Hurricane Idalia *4 Activations in FL & GA*

2023 Misc. Storms & Tornado's *11 Activations in AR, FL, NC, TX & VA*

2022 Hurricane Ian (DR-4673-FL)
Serve within a variety of CrowderGulf teams that include Data Management, Invoicing, Proposal Writing, Project Management, and Business Development. Tasks include quality control as well as handling client relations with a focus on our Florida clients.

K2 Project Management Solutions
Hurricane Michael (DR-4399-FL) – Senior Grants Specialist – Bay County (FL) **08/2020 to 02/2022**
Managed and worked on project formulation & project management focusing on Category A within a Public Assistance (PA) contract with Bay County, Florida. Within Category A, there were 8 different projects with requests for reimbursements totaling over $200,000,000.

2020 Oregon Wildfires (DR-4562-OR) – Branch Director – Oregon Department of Transportation **2020**
Accountable for the management of a team working under the monitoring contract for a Debris Management project due to the terrible wildfires that devastated the state of Oregon in 2020. Tasks included HR, data management, invoicing, and invoice QC for the project. Upon my departure, debris amounts totaled over 100,000 hazardous trees and 76,000 cubic yards of disaster-generated debris with the project ongoing.

Innovative Emergency Management
Hurricane Irma (DR-4377-FL) – Production Manager – Florida Department of Economic Opportunity **08/2018 to 07/2020**
Responsible for the data management, internal reporting, and external reporting of the FDEO Rebuild Florida Project all with the goal of driving production for the overall project. This project was granted under a Community Development Block Grant-Disaster Recovery (CDBG-DR).

CrowderGulf
Hurricane Irma (DR-4377-FL) – Data & Invoice Specialist – Florida **09/2017 to 07/2018**
Accountable for all data management and invoicing through project completion for 23 different Hurricane Irma CG clients in the State of Florida. Over the course of the projects debris totals included the removal of 200,000 hazardous limbs/trees and over 10,000,000 cubic yards of disaster-generated debris.

Metric Engineering/Wheeler EMC
Hurricane Hermine (DR-4280-FL) – Project Specialist – City of Tallahassee **02/2017 to 08/2017**
Responsible for validating all data and invoices within the Category A part of a Public Assistance (PA) contract with the City of Tallahassee. The reviewed data included debris amounts totaling 18,400 hazardous limbs/trees and 130,000 cubic yards of disaster-generated debris.

Metric Engineering
Hurricane Hermine (DR-4280-FL) – Data & Invoice Specialist – Florida Department of Transportation **09/2016 to 12/2016**
Accountable for the data management and invoicing for the monitoring aspect of the debris cleanup after Hurricane Hermine. Debris amounts for the project included the removal of more than 6,100 hazardous limbs/trees and 18,000 cubic yards of disaster-generated debris.

South Carolina Severe Winter Storm (DR-4166-SC) – Invoice/Billing Analyst – SC Department of Transportation **02/2014 to 02/2015**
Responsible for assisting in the data management and managing all of the monitoring firm's invoicing for the monitoring aspect of the debris cleanup after the 2013 South Carolina Severe Winter Storms. Debris amounts for the project included the removal of more than 150,000 hazardous limbs/trees and 2 million cubic yards of disaster-generated debris. More than 1,000 debris monitoring personnel supported this project.

OTHER EXPERIENCE

Texstar Acquisitions **03/2015 to 08/2016**
Acquisition & Sales Associate – Austin, TX
Managed all aspects related to the acquisition and sale of residential real estate. Coordinated investment strategies for investor's portfolio. Performed property inspections to assess property value and needed improvements. Marketed a diverse portfolio of real estate investment opportunities.

PROFESSIONAL LICENSES AND SKILLS

- FEMA Certifications – IS-00100.b, IS-00200.b, IS-00393.b, IS-00632.b, IS-00634, IS-00700.b, IS-00800.b
- Bilingual- English and Spanish
- Highly knowledgeable in Automated Debris Management Systems (ADMS) for the predominant monitoring companies in the field

EDUCATION

- Florida State University – *AA / BS Candidate (concentrations in Accounting and in Real Estate)*

Amber Ramsay

Public/Community Relations and Marketing Manager

Areas of Expertise

DISASTER RESPONSE DEBRIS OPERATIONS; EMERGENCY PLANNING/MANAGEMENT; STRATEGIC PLANNING AND NEGOTIATIONS

Qualifications

- 25 years of experience in disaster recovery and marketing.

Disaster Debris Management Experience

CrowderGulf *1999-Present*

Community Relations/Media Manager

- Liaison between CrowderGulf Project Managers in the field and US Army Corp of Engineers, elected officials, public works directors, the incident commander at the EOC (Emergency Operations Center) and clients
- Coordinate directly with PIO (Public Information Office) to manage release of information pertaining to debris recovery operations
- Assist in preparing media releases regarding debris segregation and scheduling
- Facilitate information flow to CrowderGulf Project Managers regarding FEMA eligibility criteria
- Establish and manage Community Debris Hotline
- Manage CrowderGulf's Damage Claim Program
- Conduct annual training for clients with existing contracts
- Represent CrowderGulf at national, regional and state professional conferences and seminars
- Participate in continuing education conferences pertaining to debris management

Storms

- ✓ Hurricane Idalia (2023) 4 Activations in FL & GA
- ✓ Misc. Storms & Tornado's (2023) 11 Activations
- ✓ Hurricane Ian (2022) 35 Activations in FL
- ✓ Hurricane Nicole (2022) 3 Activations in FL
- ✓ Misc. Winter Storms (2022) 5 DMS's in FL, LA & SC
- ✓ Hurricane Ida (2021) City of Gulfport, MS
- ✓ ALDOT (2021) Bridge Special Project, AL
- ✓ Nature's Conservancy Special Project (2021) FL
- ✓ Hurricane Delta & Zeta (2020) MS & TX
- ✓ Hurricane Sally (2020) Baldwin County, AL
- ✓ Winter Storms, Flooding & Tornado (2021)
- ✓ Hurricanes Nicholas and Ida (2021)
- ✓ Hurricanes Laura, Sally, Delta & Zeta (2020)
- ✓ Hurricane Dorian, TS Imelda & Tornado's (2019)
- ✓ Hurricane Florence & Michael (2018)
- ✓ Irma (2017) 61 Activations in FL
- ✓ Hurricane Harvey (2017) 26 Activations in TX
- ✓ Hurricane Matthew (2016) 46 Activations in SC
- ✓ Hurricane Hermine (2016) 2 Activations in FL
- ✓ Winter Storms, Flooding & Tornado (2015/16)
- ✓ Sandy (2012-2013) NJ Waterway Clean-up
- ✓ BP Horizon Oil Spill (2010-2012) FL & AL
- ✓ New York State Ice Storm (2006)
- ✓ Hurricane Rita (2005) US Army Corp of Engineers
- ✓ Hurricane Katrina (2005) MS
- ✓ Hurricane Ivan (2004) MS
- ✓ Hurricane Charley (2004) 5 Activations in FL
- ✓ Hurricane Charley Debris Projects (2004) FL
- ✓ Hurricane Fran Debris Project (1996) NC
- ✓ Hurricane Erin Debris Project (1995) FL
- ✓ Hurricane Opal Debris Projects (1995) FL

Education & Certifications

- Bachelor of Science — Auburn University, Auburn, AL
- NIMS & FEMA Certified

Gina Walley

Accounts Receivable Manager /Documentation Specialist

Relevant Qualifications & Experience — 2004 through Present

DOCUMENTATION SPECIALIST

- Documentation management
  - Ensure that documentation has been provided and that it is accurate and sufficient to record the work completed
- Historical data preservation & experience for proposals
  - Provide tables & charts with accurate figures from past projects to display CrowderGulf's accomplished work

DATA ANALYSIS SPECIALIST

- Data analysis
  - Review data for accuracy and capture necessary information directed by the contract
- Audit assistance and investigation
  - Assist and provide Client's necessary documentation and analyze reports to respond to questions during an audit

ACCOUNTS RECEIVABLE MANAGER

- Invoicing clients from reconciled data
  - Create accurate invoices from Client preferences and contract specifics
- Client and Client representative relations for reconciliation and documentation
  - Work with Clients and their representatives to reconcile data adhering to specific timelines and satisfaction goals

DATABASE MANAGER

- Database development, creation and management
  - Assisted in development of innovative database that assists in more accurate capture of data
  - Created a database specific to each Client's and event/project needs
- Contract knowledge as it pertains to documentation, pricing line items and invoicing
  - Review contract requirements and scope of work and define the best process to capture the required data

STORM RELATED EXPERIENCE (PARTIAL LISTING)

2023 Hurricane Idalia	6 Activations in Florida and Georgia	
2023 Tornadoes	3 Activations in Texas and Arkansas	
2022 Hurricane Ian & Nicole	38 Activations in Florida	
2021 December Tornadoes	2 Activations in Kentucky	
2021 Hurricane Nicholas	7 Activations	
2021 Hurricane Ida	4 Activations in MS & LA	
2020 Hurricane Zeta	7 Activations in MS	
2020 Hurricane Delta	1 Activation in TX	
2020 Hurricane Sally	10 Activations in AL & FL	
2020 Hurricane Laura	8 Activations in LA	
2018 Hurricane Michael	>1,032 invoices reconciled & generated	
2018 Hurricane Florence	>235 invoices reconciled & generated	22 Client data projects managed
2017 Hurricane Irma	>1,386 invoices reconciled & generated	64 Client data projects managed
2017 Hurricane Harvey	>479 invoices reconciled & generated	28 databases created & managed
2016 Hurricane Matthew	>590 invoices reconciled & generated	49 databases created & managed
2016 Hurricane Hermine	>25 invoices reconciled & generated	4 databases created & managed
2016 Tornados/Flooding	>115 invoices reconciled & generated	12 databases created & managed
2015 Ice Storm/Flooding/Severe Weather	>65 invoices reconciled & generated	6 databases created & managed
2014 Severe Storms	>46 invoices reconciled & generated	12 databases created & managed
2014 Ice Storm Pax, Ulysses	>24 invoices reconciled & generated	7 databases created & managed
2012 Hurricane Sandy	>80 invoices reconciled & generated	3 databases created & managed
2012 Hurricane Isaac	>16 invoices reconciled & generated	6 databases created & managed
2011 Hurricane Irene	>153 invoices reconciled & generated	29 databases created & managed
2011 Tornado Recovery	>63 invoices reconciled & generated	8 databases created & managed
2008 Hurricane Ike	>2,350 invoices reconciled & generated	100 databases created & managed
2005 Hurricane Wilma	>33 invoices reconciled & generated	33 databases created & managed
2005 Hurricane Rita	>18 invoices reconciled & generated	18 databases managed
2005 Hurricane Katrina	>186 invoices reconciled & generated	49 databases managed

Education

- University of Southern Mississippi, Paralegal Studies
- Remington College, Electronics & Computer Engineering Technology
- Faulkner State Community College, Undergraduate Studies

Jenny Todd Weaver

Subcontractor Compliance Manager

Areas of Expertise

SUBCONTRACTS; MINORITY AND DISADVANTAGED BUSINESS INVOLVEMENT; RFP PREPARATION

Qualifications

- Eighteen years of experience in disaster recovery and management.
- Strong legal background
- 14 years proposal preparation
- Managed subcontractor activations over various simultaneous events for CrowderGulf's disaster debris projects.

Disaster Debris Management Experience

CrowderGulf ***2005-Present***

Subcontractor S/WMBE Compliance Manager *2008-Present*

- Subcontract execution during activations. Insurance compliance and subcontractor reconciliation oversight.
- Manage subcontractor compliance with all state and federal requirements.
- Develop and implement Company SMBE utilization plan.
- Continually solicit local subcontractors and MBEs during and after the bidding process to maintain client goals.
- Assist in Proposal organization and review.

Contract Analyst/Administrator *2006-2008*

- Assist in Pre-Event Request for Proposal preparation and overviews of all existing contracts
- Accounts receivable/payable oversight.
- Manage Subcontractor Database

Data Management Analyst/Specialist *2005-2006*

- Managed and maintained debris area databases, while organizing all debris ticketing and field certifications
- Implemented deductive reasoning and problem solving with field errors
- Maintained and analyzed all reconciliation records for the various debris locations
- Performed investigations into all discrepancies over payroll and hauling of Subcontractors
- Prepared final reconciliations between Municipalities and Subcontractors invoices for weekending payrolls

Activations Worked:

Hurricane Idalia (2023) 6 Activations in Florida and Georgia

Tornados (2023) 3 Activations in Texas and Arkansas

Hurricane Ian & Nicole (2022) 38 Activations in Florida

December Tornadoes (2021) 2 Activations in Kentucky

Hurricane Nicholas (2021) 7 Activations in Texas

Hurricane Ida (2021) 4 Activations in Mississippi & Louisiana

Hurricane Zeta (2020) 8 Activations in Mississippi & Louisiana

Hurricane Delta (2020) Activation in Texas

Hurricane Sally (2020) 10 Activations in Alabama & Florida

Hurricane Laura (2020) 8 Activations in Louisiana

Tornado & Special Project (2019) 2 Activations in Texas

Tropical Storm Imelda (2019) 1 Activation Montgomery Co, TX

Hurricane Dorian (2019) 2 Activations South Carolina

Hurricane Michael (2018-20) 61 Activations in Florida, Georgia

Hurricane Florence (2018) 21 Activations in North/South Carolina

Hurricane Irma (2017) 61 Activations throughout Florida

Hurricane Harvey (2017) 26 Activations throughout Texas

Hurricane Matthew (2016) 46 Activations up the East Coast

Hurricane Hermine (2016) 2 Activations in Florida

Severe Storms, Flooding & Tornados (2015/16)
Debris Removal Services for various municipalities

Ice Storms Pax and Ulysses (2014)
3 Activations over North and South Carolina

Hurricane Sandy Debris Projects (2012/13)
2 activations for Kitty Hawk, NC and State of New Jersey

Hurricane Isaac Debris Projects (2012)
9 activations over 3 States

BP Oil Spill (2010/12)
1,200 People and 700 pieces of equipment
Baldwin County, Town of Dauphin Island,
Cities of Gulf Shores & Orange Beach, AL

Tornadoes April and May Outbreak (2011)
Various activations over Alabama, Missouri and Florida

Hurricane Irene Debris Projects (2011)
24 activations over North Carolina & Virginia; Six additionally awarded

Hurricane Ike Debris Projects (2008)
36 activations over 3 states with over 200 Subcontractors activated

Hurricanes Katrina, Rita & Wilma (2005)
56 Activations over 5 states activating over 500 subcontractors for Debris Projects

Education

- Bachelor of Science, Marketing/Minor in Mathematics — University of Alabama, Tuscaloosa, AL
- Associates Degree, General Studies — Faulkner State Community College, Bay Minette, AL



CROWDER GULF

6.Typical Debris Management Site (TDMS) Safety Plan



Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

6. Typical Debris Management Site (TDMS) Safety Plan and Operational Plan

Environmental Health and Safety Plan

CrowderGulf's Health, Safety and Environmental Plan - Total plan 329 pages, can be provided if needed.

The all-inclusive Health, Safety and Environmental Plan - (329 pages), and the debris specific Health and Safety Plan- (109 pages) can be provided upon your request. CrowderGulf's Health, Safety and Environmental Plan provides mandated directives, required actions, procedures and guidance for all levels of employees. The plan is intended to ensure that all employees work safely and remain safe, by strict adherence to the components of this plan.

SAFETY POLICY

CrowderGulf is committed to providing all employees with a safe work environment. Employees must report unsafe conditions and must not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. No safety report will result in a penalty and/or negative consequences. **Management will give top priority to and provide the financial resources for the correction of unsafe conditions**. Similarly, CrowderGulf will take disciplinary action against any employee(s) who willfully or repeatedly violate workplace safety rules. This action will include verbal or written reprimands and may result in termination.

Senior Management will be actively involved with employees in establishing an effective safety program. Our Health and Safety Manager or designated Safety Officer will participate with the Client or representative in safety program activities. This participation will include CrowderGulf sponsored:

- Safety Education and Training.
- Reviewing workplace safety rules.
- CrowderGulf and the Client employee(s) promotion of safety participation.
- Tool Box sessions on Health and Safety.
- Accident critiques with refresher reviews

This safety philosophy statement embodies the CrowderGulf commitment and involvement in providing a safe work environment. The Safety Plan will set the standards that implement the philosophy. Compliance with the safety rules will be required of all employees as a condition of continued employment. It is the policy of CrowderGulf that all safety measures and rules are carried out to the fullest. Where necessary, we will conform to additional safety standards required by the COH.

SAFETY AND HEALTH REQUIREMENTS

During emergency push and disaster debris recovery operations, it is extremely important that safety and health requirements are implemented. Personnel often perform unusual, difficult, hazardous tasks while in a challenging environment, and these conditions increase the risk of accident. Additionally, resources are in short supply. The loss of any resource to an accident indicates poor management. The safety and health of all employees, subcontractors, and members of the public exposed to recovery activities will be a primary concern during all emergency operations and recovery assistance.

INITIAL RESPONSE

CrowderGulf's safety and health professional shall be immediately alerted of the disaster and shall be included in the planning and execution of response and recovery efforts. This individual shall assess safety and health issues and shall assure precautions are taken prior to deployment of personnel. Issues to consider include sanitation, drinking water, power supply, living quarters, driving conditions, environmental conditions, and health issues.

MOBILIZATION OF PERSONNEL

Prior to departing their duty station for emergency operations and recovery assistance activities, appropriate personnel will be provided the following: Personal Protective Equipment (PPE) (e.g., head, eye, hearing, foot protection, and PFDs) appropriate for the hazards of the field activities that they will perform

SAFETY ORIENTATION

Safety and health briefings and orientation shall be conducted as personnel arrive at the emergency area and prior to beginning work activities.

COMMUNICATIONS

- Paging equipment, two-way radios, cellular phones, computers, and facsimile machines shall be used as needed to establish and enhance communications.
- Safety and health programs, documents, signs, tags, instructions, etc., shall be communicated to employees and the public in a language that they understand.
- The Safety Coordinator shall compile a list of telephone numbers for all personnel and emergency numbers for fire, police, hospitals, etc. and shall distributed to the DMS supervisor, Project Manager, City/Town/County debris coordinator and post at each tower site. The Safety Coordinator shall retain a copy for the official record and send a copy to the DAO office.

MACHINERY AND MECHANIZED EQUIPMENT

Inspection of equipment is critical. Maintenance logs on all equipment should be reviewed immediately upon notice of possible deployment to assure each vehicle has had its proper service prior to deployment. Inspections and tests shall be in accordance with manufacturers' recommendations and shall be documented. Equipment not meeting safety standards or the requirements of this manual will not be used. Records of tests and inspections shall be maintained at the site by the Project Manager, and shall be made available upon request of the designated authority, and shall become part of the project file documentation.

All machinery and equipment shall be inspected before use to ensure safe operating conditions: competent persons will perform the daily inspections and tests. Tests shall be made at the beginning of each shift. If deficiencies are noted in the equipment, which compromises the overall safety of individuals, the operator or the overall operation, the vehicle will be deemed unsafe and immediately taken out of service. A log identifying the equipment's' problems shall be completed by the operator and signed off on by the Project Manager. A mirror or wheel tag shall be placed on the steering wheel and shall remain until the service issues have been resolved. When the corrections have been made, the equipment shall be retested prior to being returned to service.

- Machinery and equipment shall be operated only by designated, qualified personnel. Machinery shall not be operated in a manner that will endanger the operator, other persons or property. Leaving the equipment unattended while powered is strictly forbidden. All equipment shall be operated for its intended usage and in accordance with manufacturer's instructions.
- Seat belts and other safety devices shall be worn at all times.
- Trucks hauling debris on public highways shall have physical barriers (tail gates or chain link fencing and covers) to prevent debris from falling from the truck. Vehicle in Reverse alarms shall be provided; the need for rollover warning devices shall be considered for long-bed end-dump trucks. Single or double sideboards added to trailers designed for normal operation with the additional boards are permitted.
- Prior to operation, contractors shall refer to written safe operating procedures for each brush chipper, shredder, and/or grinder. In the event that plans are not written, the Contractor shall develop a safe operating plan for each piece of equipment. Standard Operating Procedures (SOPs) shall incorporate the manufacturer's recommendations for safe operation of the chipper as well as the use of emergency zones and fire prevention efforts. Operations and maintenance manuals for chippers, grinders, and shredders shall be kept on-site. A minimum 200 ft. (61.0 m) pedestrian emergency zone is required during operation of chippers, shredders, and grinders unless documentation or actual practice indicates otherwise. The public shall be kept a minimum of 300 ft. (91.4 m) from all chipper operations. Signs shall be placed at 200 ft. (61.0 m) indicating flying debris hazards and that pedestrians are prohibited.

- Unprotected personnel shall not enter the emergency zone while the chipper is in operation. Front-end loaders and other debris loading equipment in the debris reduction areas or feeding grinders, shredders, chippers, or burn pits shall have completely enclosed cabs. Protection shall include heavy metal grating of sufficient strength to protect the operators from loose limbs, and woods or other debris thrown from grinders.
- Whenever chipper operations are shut down for any significant length of time (e.g., overnight or when the chipper will be left unattended), equipment walls, crevice drums, cutter heads and hammers, and drive mechanisms shall be cleared of all combustible materials by blowing, washing, and wetting down. Any material contaminated by leakage of hydraulic fluids, oils, or fuel shall be immediately removed. Leakage shall be minimized through preventive maintenance. Because piles of chipped wood are susceptible to spontaneous combustion, fire controls such as segregation, separation, and adequate water supply shall be used.

- The number of workers in proximity to loaders, trucks, and other equipment shall be the minimum necessary to accomplish the job. In restricted areas or areas with reduced access or visibility, special precautions will be taken to ensure the safety of workers on the ground. Sequencing of work shall minimize equipment movement when personnel are in the work area. Moving equipment and workers in the same immediate area is to be avoided. Whenever workers are in the area of operating machinery or vehicular traffic, they shall be provided reflectorized vests.
- Loaders, track-hoes, and other construction equipment in debris reduction areas shall have lights in the front and back in order to work at night.
- Access ladders to knuckle boom self-loaders shall be a minimum of 12 in (30.5 cm) width with 16 in (40.6 cm) recommended. The ladder shall be in good operating condition
- No modifications or additions which affect the capacity or safe operation of the machinery or equipment shall be made without the manufactures' express written consent.

MOTOR VEHICLES

- All persons operating a motor vehicle shall possess a valid drivers' license, a permit valid for the equipment being operated.
- Inspections on motor vehicles should be performed prior to mobilization and weekly thereafter. The following systems checks should be administered:
    - Seat Belts for all occupants
    - Operating Controls
        - Turn Signals
        - Brake lights
        - Horns
        - Steering
        - Parking Brake
    - Check for fluids
        - Wiper
        - Brake
        - Oil
        - Gas
        - Coolant

  All vehicles shall be equipped with the following:
    - Fire Extinguishers
    - Working Speedometer
    - Working Fuel Gauge
    - Working Horn
    - Windshield and wiper blades

TRAFFIC CONTROL

- Traffic control is extremely important on highways, in residential areas, and at construction sites. When traffic may pose a hazard to operations, public roads will be closed. Road closings shall be coordinated in writing with appropriate local agencies. Traffic controls and signage should comply with the DOT Federal Highway Administration's ***"Manual of Uniform Traffic Control Devices."***
- When a road cannot be closed, the following precautions may be taken:
  - **"MEN WORKING AHEAD"** or similar signs shall be placed along the roadway, 1,000 ft. and 500 ft. before the work zone, on both sides of the work zone;
  - Sufficient number of flag persons shall be used to control traffic within the work area;
  - Flag persons shall be used and shall receive instruction in flagging operations before being placed in traffic (training and certification by the National Safety Council (NSC) is recommended);
  - All flag persons shall wear steel-toed shoes, international-orange reflective vests, and hard hats;
  - **"STOP"** and **"GO"** signs, not flags, will be used for traffic control;
  - Flag persons shall be able to communicate with each other and with the foreman; and
  - Two-way radios shall be used whenever visual contact between flappers is not achieved.
- All construction vehicles and all vehicles exceeding 1 1/2 tons should have a signal person to assist in backing in residential areas.

DEFENSIVE DRIVING

Personnel involved in emergency operations are at increased risk of motor vehicle accidents due to damaged roadways, debris/hazards in roadways, road closings, malfunctioning or missing traffic control devices, and driving under challenging environmental conditions. Safe driving programs shall be instituted and driving safety monitored. Personnel operating off-road vehicles shall be trained, prior to operation, in the use of such equipment.

Principals of defensive driving shall be practiced and seat belts worn at all times. The operator shall maintain proper control of the vehicle at all times. Vehicles will not be driven at speeds greater than the posted limit. With regard to weather hazards, traffic, road hazards and other existing conditions operators will use caution

HEALTH HAZARD RECOGNITION

Health hazards such as asbestos, lead paint, radiation, and hazardous chemicals shall be identified and controlled through the recommendations of a qualified industrial hygienist(s) or certified Hazmat Contractor. Instrumentation, as required, shall be provided for the detection/measurement of health hazards.

BRUSH REMOVAL AND GRINDING, CHIPPING

Brush and logs shall not be allowed to create a hazard at the work site. Employees working with a brush chipper shall be trained in its safe operation. The chipper shall be operated in accordance with the manufacturer's recommendations.

Brush Grinding -Chippers

- Rotary drum and disk-type tree or brush chippers not equipped with a mechanical in-feed system shall be equipped with an in-feed hopper not less than 85 in (215.9 cm) (the sum of the horizontal distance from the chipper blade out along the center of the chute to the end of the chute and the vertical distance from the chute down to the ground) and shall have sufficient height on its side members to prevent personnel from contacting the blades or knives of the machine during normal operations.
- Rotary drum and disk-type tree or brush chippers not equipped with a mechanical in-feed system shall have a flexible anti-kickback device installed in the in-feed hopper for the purpose of protecting the operator and other persons in the machine area from the hazards of flying chips and debris.
- Disk-type tree or brush chippers equipped with a mechanical in-feed system shall have a quick stop and reversing device on the in-feed. The activating mechanism for the quick stop and reversing device shall be located across from the top, along each side of, and as close as possible to the feed end of the in-feed hopper and within easy reach of the operator.
- The feed chute or feed table of a chipper shall have sufficient height on its side members to prevent operator contact with the blades or knives during normal operation.

- A swinging baffle shall be mounted in front of the knives to prevent throwback of material.
- Brush chippers shall be equipped with an exhaust chute of sufficient length or design to prevent contact with the blade.
- Brush chippers shall be equipped with a locking device on the ignition system to prevent unauthorized starting of the equipment.
- Brush chipper cutting bars and blades shall be kept sharp, properly adjusted, and otherwise maintained in accordance with the manufacturer's recommendations.

Trailer brush chippers detached from trucks shall be chocked or otherwise secured. All workers feeding brush into chippers shall wear eye protectors. Loose clothing, gauntlet-type gloves, rings, and watches shall not be worn by workers feeding the chipper. Employees shall never place hands, arms, feet, legs, or any other part of the body on the feed table when the chipper is in operation or the rotor is turning. Push sticks (of material that can be consumed by brush chipper) shall be used. Brush chippers shall be fed from the side of the centerline, and the operator shall immediately turn away from the feed table when the brush is taken into the rotor. Chippers shall be fed from the curbside whenever possible. Material such as stones, nails, sweepings, etc. shall not be fed into brush chippers. The brush chipper chute shall not be raised while the rotor is turning.

OTHER OPERATIONS AND EQUIPMENT

Trucks

- A steel bulkhead or equivalent protection shall be provided to protect the occupants of vehicles from load shifts.
- Logs or brush shall be securely loaded onto trucks in such a manner as not to obscure taillights or brake lights and vision, or to overhang the side.
- In order to avoid the hazard of spontaneous combustion or the production of undesirable products, wood chips shall not be left in trucks for extended periods.

Power Saws

- Power saws weighing more than 15 lb. (6.8 kg) that are used in trees shall be supported by a separate line, except when used from an aerial lift device.
- Where there are no lateral branches on which to crotch a separate support line for power saws weighing more than 15 lb. (6.8 kg), a false crotch shall be used.
- The engine shall be started and operated only when all coworkers are clear of the saw.
- The operator will shut off the saw when carrying it over slippery surfaces, through heavy brush, and when adjacent to personnel. The saw may be carried running (idle speed) for a short distances (less than 50 ft. (15.2 m)) as long as it is carried to prevent contact with the chain or muffler.

Chopping tools

- Chopping tools that have loose or cracked heads or splintered handles shall not be used.
- Chopping tools shall never be used while working aloft.
- Chopping tools shall be swung away from the feet, legs, and body, using the minimum power practical for control.
- Chopping tools shall not be driven as wedges or used to drive metal wedges.

Chipping and Grinding Debris Management Sites

Locating Debris Management Sites for chipping / grinding of vegetative and land clearing debris will require a detailed evaluation of potential sites and possible revisits at future dates to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site

Debris Management Site (DMS) Development

CrowderGulf has vast experience with selecting, developing, managing and operating Temporary Debris Management Sites. We are committed to efficient and safe DMS operations and require all personnel to be vigilant in using safe practices at all times. In the context of this proposal, the terms ***"Temporary Debris Separation and Reduction Site"*** and the term ***"Debris Management Site"*** **(DMS)** are used interchangeably. DMS are established when debris cannot be taken directly from the collection point to the final disposition location. A DMS is a location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition.

DMS Site Selection

Site selection is probably the most important decision effecting DMS operations. CrowderGulf will work closely with the City to identify and secure suitable locations. Specific Site Plans will be developed for each DMS either upon activation or upon request by the City, and will be in compliance with FEMA 325 regulations for site plan development. Once site selection is approved by the appropriate Debris Managers, CrowderGulf will perform baseline environmental testing protocols as required and will obtain any required special permits and environmental permissions. All costs associated with the preparation, operation, and restoration of DMSs is included in CrowderGulf's pricing structure for the contract.

Site selection should be based on the following criteria:

- Ownership
- Potential for Land Lease Agreements
- Size
- Location
- Environmental and historic concerns (baseline study findings)
- Required Permits

DMS DESIGN AND OPERATIONAL FEATURES

The information gathered during the baseline data collection becomes important to the design of the site. The efficiency and the overall success of the DMS operations are determined by how the site is designed.

A minimum of the following features will be designed into the DMS plan.

- Portable toilet facilities will be conveniently located to serve the inspection towers, crews working on the site, and office facilities
- Perimeter chain-link fencing, erosion and sediment control fencing, and other necessary drainage control methods when needed
- Site traffic flow will provide for orderly movement of vehicles and equipment to avoid crossing traffic lanes with the construction of two entrances/exits with lockable gates
- At the request of the Town, the DMS(s) may be restricted to the Town and Contractor vehicles only.
- Safe and ready access of fire safety and rescue equipment will be provided to all functional sections of the site and to debris stockpiles
- A Safety Zone of at least 200 feet will be established around the grinder
- Air Curtain Incinerator (ACI) or Open burning safety zone will be established and will be 1,200 feet from any structure (other than inspection tower) and no less than 250 feet from any other pile or type of debris on site
- Ash storage pit will be adjacent to ACI units
- Compacted crushed rock and/or mulch will be used on ingress/egress road surfaces
- Designated personnel parking area for 30 vehicles will be established
- Space for two 12'x50' office trailers will be established
- Development of a lined Hazardous Materials Containment Area surrounded by a berm
- Two vegetative debris piles for grinding operations
- Sufficient area for chip piles to minimize pile height to prevent spontaneous combustion
- C&D debris area will be separate from other debris areas

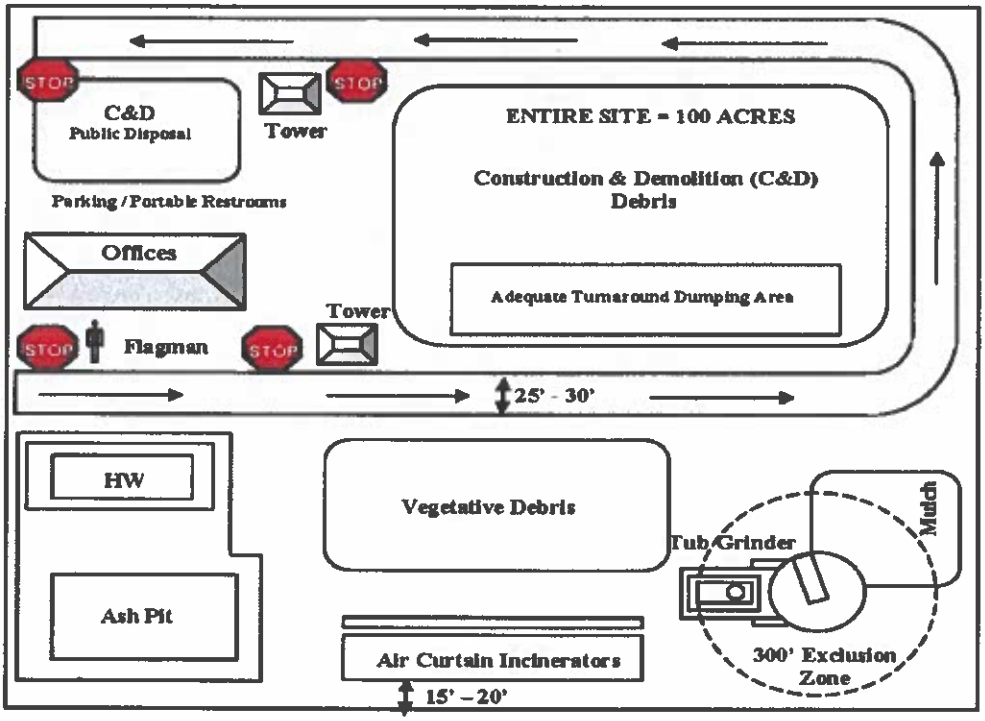
- Adequate area maintained at each site for truck maneuverability and a level stable surface for equipment to complete the dumping process
- Site orientation will provide for ACI operations and grinding operations to be located downwind from offices and inspection towers (i.e., prevailing winds will be considered when setting up site)
- If necessary, separate areas/sites for the public to use for dumping vegetative and C&D debris will be provided. Depending on the process prescribed for allowing this, a separate tower may be required to facilitate accounting for the material entering the public section. If off site citizen collection areas are developed in accordance with the Town's Debris Management Plan, CrowderGulf will remove debris from those sites on a regular basis as directed by the Town's Project Manager.

DMS SITE PLAN

A DMS Plan will be prepared to a scale of 1" = 50'. The Task Order specific Management and Operations Plan will be updated to include the Site Management Plans for all DMSs and Disposal Sites operated by CrowderGulf. The DMS Plan will display such functions as:

- Access to the Site
- Site Preparation – clearing, erosion control, and grading
- Traffic Control
- Site Security, Safety and Segregation of debris storage areas
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection towers
- Location of incineration operations and chipping operations
- Location of existing structures or sensitive areas requiring protection
- Household Hazardous Waste (HHW) or Hazardous, Toxic and Radioactive Waste (HTRW) storage
- A detailed list of equipment
- Sanitation facilities

The general site plan as shown, will be modified to fit the needs of each specific DMS and will incorporate all specifications addressed in the FEMA 325 and all local, state and federal regulations and requirements.



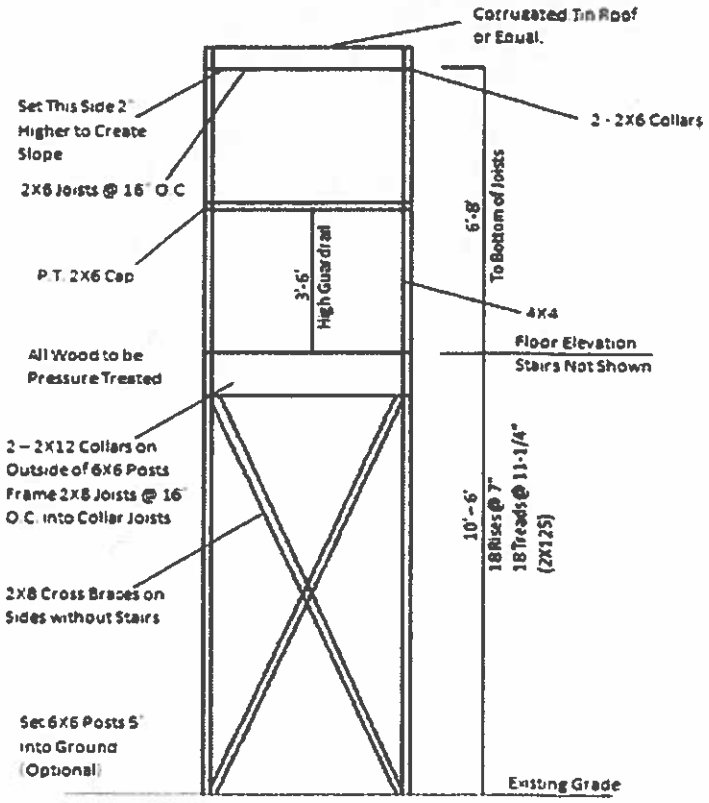
INSPECTION TOWERS

At no cost to the City, CrowderGulf will construct a minimum of one inspection tower at each site adjacent to the roadway. A minimum of one exit lane for all trucks to use will be visible from a tower. This allows for checking truck beds before exiting, ensuring that they are completely empty. The Inspection tower site location will provide a .25 mile approach outside the public road system to accommodate any truck back up.



- All towers will be OSHA and FEMA compliant. At a minimum, the towers will be constructed with pressure treated wood with the floor elevation of the tower 15 foot above the existing ground elevation; the floor area shall be 8'x8', constructed of 2"x8" joists, 16" O.C. with ¾" plywood supported by four 6"x8" posts.
- The perimeter of the floor area will be protected by a four foot high wall constructed of 2"x4" studs and ½" plywood. The floor area will be covered by a corrugated tin roof.
- The roof shall provide a minimum of 6'8" of headroom below the support beams.
- Wooden steps will provide access with a handrail. In addition, the construction of towers will comply with all applicable Town building codes.
- Inspection towers shall be capable of seating a minimum of three inspectors each.
- Towers will be removed at the completion of the project or when the site is no longer in need.
- Scissor lift may be substituted used for a debris tower, when applicable.

Inspection Tower



DEBRIS SEPARATION AND REDUCTION

The Debris Reduction Manager will supervise the separation and segregation of all loads deposited at the DMS. If site segregation is required because of mixed loads, the separation will reflect the six categories cited below. Each of the following categories of debris will be dealt with in full compliance with the CrowderGulf Environmental Plan and local, state and federal standards:

Clean, vegetative debris

- Vegetative debris containing other foreign matter
- Construction and Demolition (C&D) Debris
- Salvageable or recyclable debris
- White Goods, e-goods
- Hazardous or toxic materials / waste
- Vegetative debris will be placed into two or more piles (no more than 15 feet high) which will allow for volume reduction without interfering with the ongoing dumping operation or until the dumping and/or reduction operations are complete. As directed by the Town's representative, all construction and demolition (C&D) debris will be hauled directly to a certified landfill or prepared for reduction or recycling if feasible. White goods will be degassed, crushed and bailed for sale as scrap metal.

HAZARDOUS MATERIALS CONTAINMENT CENTER

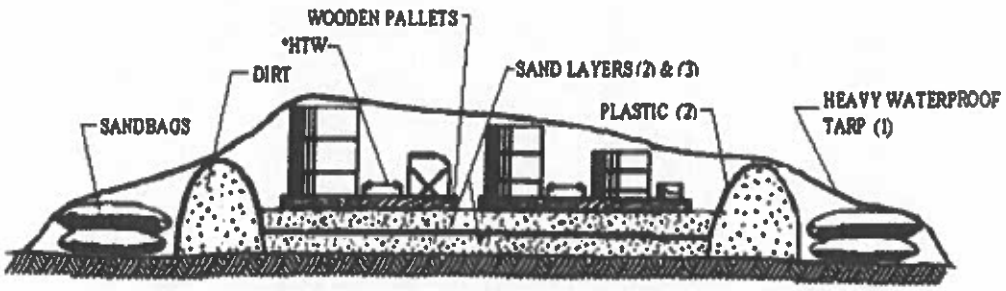
In accord with FEMA 325 specifications, CrowderGulf will construct an area designed for the temporary storage and confinement of hazardous material. Material deposited into this facility will be inventoried and stabilized. Any leaking containers will be placed in "over pack drums". A well-marked, defined and enforced NO SMOKING area will be established within 200 feet of this area.



Minimum Design Criteria for the Hazardous Materials Containment Area:

1) 30'x30' in size, the perimeter lined with hay bales staked in place
2) Water proof liner or plastic ground protection cove
3) Rain and snow cover for the entire area

FIELD EXPEDIENT HTW CONTAINMENT CELL



*HTW INCLUDES: Paint, Solvents, POL (Petroleum, Oil & Lubricants), Batteries, Anti-Freeze, Propane Tanks, Aerosols

NOTES:

1. Containment cell must be covered at all times
2. Plastic is sandwiched between layers to prevent plastic from tearing
3. Contaminated sand shall be properly contained & disposed of as hazardous waste

Methods of Debris Reduction

There are two primary types of reduction methods – incineration and chipping/grinding. After all major storms, we have used both grinding and burning to reduce debris, however, grinding has become the more common method due to environmental issues with burning.

- **Chipping and Grinding**

The chipping and grinding of vegetative debris reduces the volume by 75%. Many times, clean chips will be recycled as bio-mass fuel.

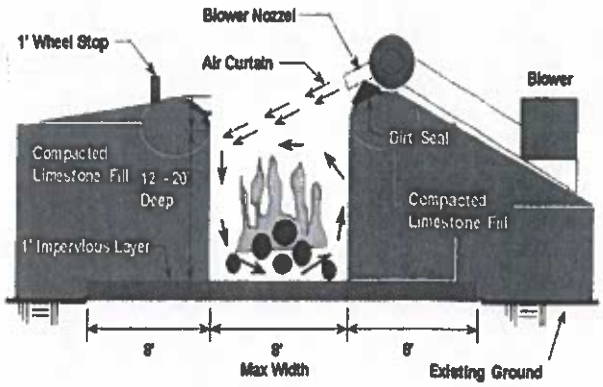
CrowderGulf is very experienced with chipping/grinding debris and has used this method in the majority of our disaster contracts for the past ten years. When grinding/chipping is utilized as the reduction method, all safety and compliance regulations are enforced throughout the operation.



Air Curtain Pit Burner

- **Incineration**

There are several incineration methods available for volume reduction. These include uncontrolled open-air incineration, controlled open-air incineration, air curtain pit incineration, and portable air curtain incineration. Portable air curtain incineration is the most efficient incineration system available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. Any burning method used will only be conducted with concurrence from the City. Burning vegetative debris can produce up to a 95% reduction rate. In those situations where air curtain incineration may be approved by the City, all environmental compliance and safety concerns will be addressed within the site specific plan. Setbacks and buffer zones will be established within and around the reduction sites not only for the public safety but also for the safety of the debris operations.



A setback of at least 100' will be maintained between the debris piles and the incineration area. There will be a buffer of 1,000' between the incineration area and the nearest building in order to create a zone for emergency vehicles, if needed. The fire will be extinguished two hours before the anticipated removal of the ash mound. The ash mound will be removed before it reaches two feet below the lip of the incineration pit. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit. Finally, fencing and signage are simple and effective means to keep the public away from the incineration area. The CrowderGulf **Environmental Protection Plan** addresses and provides detailed guidance on DMS environmental concerns such as dust, smoke, erosion, storm water plus hazardous and toxic wastes. If the DMS is near an environmentally sensitive area or has historical sites in close proximity, special environmental consideration will be taken to protect and preserve such areas.

Debris Reduction Time Lines

The following Debris Reduction Plan Time Line provides an overview of tasks and identifies both the management personnel responsible and the time frame within which each task shall be completed.

DEBRIS REDUCTION PLAN TIME LINE		
TASK		**TIME FRAME (from NTP)**
Conduct requirements assessment of damaged area for DMS		Within 24 hrs.
Develop DMS according to Management Plan, including rd. construction, erosion control, portable office & toilet facility		Within 48 hrs.
Construct observation platform per FEMA requirements		Within 48 hrs.
Construct grinding, burn pit, ash storage & hazardous waste storage areas		Within 48 hrs.
Determine the number of burners &/or grinders/chippers required per site		Within 48 hrs.
Ensure Hazardous Waste Plan in place		Within 48 hrs.
If burning is permitted, begin construction of burn pits		Within 48 hrs.
Complete installation of burners		Within 72 hrs.
Secure permits & transport grinders/chippers to designated reduction areas		Within 72 hrs.
Set up grinders/chippers		Within 72 hrs.
Maintain records of hours worked for operators, location worked, repairs, etc.		Daily
Ensure maintenance of burners &/or grinders/chippers		Daily
Make dumpsite adjustments		Daily
Provide daily operations reports to Project Manager & City Rep		Daily
Inspect DMS operations for safety & quality control monitoring		Daily & periodically
Handle storage & disposal of hazardous waste		As required
Restoration of site upon project completion to City's specifications		Upon completion of project
Provide for demobilization of equipment		Upon completion of all tasks

Basic Debris Reduction Crews		
Personnel / Equipment	**Task Responsibility**	**Number per Crew**
DMS Reduction Project Mgr.	Supervise set up & daily ops of debris reduction site; Ensure all safety regulations enforced	1 / Site
Day Foreman	Monitor incoming trucks, direct separation of materials; Supervise reduction crews; Monitor for safety regulations being followed and report infractions to Foreman	1 / Site
Night Foreman *(if burning)*	Supervise crews & secure site; Monitor safety regulations & report infractions to Foreman	1 / Site
Spotters	Monitor incoming debris types; Ensure drivers drop loads in proper locations at stockpiles; Direct clean loads of recyclable material to storage areas; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Flagmen	Direct flow of incoming & outgoing trucks at site; Follow all safety requirements & report any infractions to Foreman	2 - 4 / Site
Laborers	Separate recyclable materials from incoming debris & move it to designated storage areas; Assist other workers with debris separation	2 - 4 / Site
Tower Monitor	Check all ticket copies for legibility & accuracy; Alert monitor writing tickets of errors; Monitor for safety infractions & report to Foreman	1 / Site
Water Truck w/spray nozzles & high pressure hose	Spray nozzles used for dust control; High pressure for hose for fire control	1 / Site
Road Grader w/Operator	Maintain rds. & site	1 / Site
Onsite Fuel & Oil Storage Tanks	Replenish equipment as needed	2 -4 / Site
Track Hoe w/grapple w/Operators	Build burn pit according to Ops Manual; Clean ash from pits & pile in designated areas; Supply debris to burn pit & grinder	2 - 4 / Site
Bulldozer &/or Rubber Tire Loader w/Operator	Stockpile material; Push debris with Trackhoe	2-4 / Site
Burner Technician / Mechanic	Initial burner set-up; Assist starting fires according to Ops Manual; Daily maintenance & care of burner & loader equipment	1 / Site when burning
1000-1200hp Tub or Horizontal Grinder	Grind vegetative debris	1 / Site when grinding
Grinder Operator	Fuel tub grinder & control grinder operation.	1 / Grinder

Debris Disposal

Final disposition of the products of debris reduction will be made in accordance with instructions from the City and in keeping with all federal, state and local laws.

Vegetative Debris

Based on the City's decision, all vegetative debris will be ground or burned. If ground, the reduced vegetative mulch will be hauled to a properly permitted final disposal site in accordance with all local, state and federal regulations. If vegetative debris is burned, the ash will be hauled to a properly permitted final disposal site. In past disasters we have also recycled the clean ash as fertilizer on farm land. We will properly recycle mulch and ash to the greatest extent possible and within permitted regulations.

Construction and Demolition Debris

All C&D material shall be disposed of in facilities approved by the COH, in accordance with all federal, state and local laws.

Specialty Debris

CrowderGulf's supervisory personnel are experienced in identifying and assessing potential problems imposed by specialty debris including **abandoned vehicles and vessels, wet marine debris, white goods and electronic wastes, hazardous materials and waste, bio-hazardous wastes, dead animals, and hazardous trees and stumps.** As mentioned above, CrowderGulf works in conjunction with all federal, state and local regulatory agencies and strictly follows all regulatory guidance. If removal and disposal is beyond the area of our expertise, we will use Garner Environmental Services (www.garner-es.com), a highly qualified and licensed Hazmat contractor, to remove and dispose of any such materials.

Debris Recycling Plan

Based on the debris management goals and objectives of the COH, CrowderGulf will implement debris recycling programs as marketing opportunities allow. When recycling is feasible, CrowderGulf will monitor procedures to ensure that the recycling contractors comply with local, tribal, state and federal environmental regulations. Any reimbursement for recycled material will be credited or returned directly to the City.

Vegetative Debris

The vast amount of vegetative debris produced by a natural disaster creates a real recycling challenge. We will make maximum efforts to recycle all organic material. Experience has taught us that it will still require freight cost and tipping fees, but recycling is still the best option as opposed to using up valuable landfill space. Specifically, our plan involves the following:

7. Debris crews will be encouraged to cut tree trunks into 8' or longer lengths for delivery to dump site. Quality logs will be separated and marketed to pulp mills, saw mills, and veneer mills. Timber in the log form is always marketable, and depending on quality can be transported to market even if the markets are relatively far away.
8. Stumps usually have large quantities of dirt attached, which contributes to the low quality of fuel chips. Stumps will be split and burned if burning is permitted. If burning is not permitted split stumps will be ground and resulting chips will be kept separate.
9. Limbs, twigs, short blocks and inferior logs will be ground or burned. To reduce contamination of chips with dirt, care will be taken to use rubber-tire loaders with rakes and track hoes with grapples.
10. Every effort will be made to move chips to organic fuel users in a wide area. CrowderGulf will begin moving chips as soon as possible to prevent the buildup of massive chip piles that create a potential fire hazard.
11. CrowderGulf has contacts with major paper mills, sugar mills, and other organic fuel users in the Southeast. Once CrowderGulf is awarded a contract, we will work to get tentative agreements with users who are in close proximity.
12. If local laws and regulations permit, CrowderGulf will secure land in a rural area(s) as close as possible to our chipping operations. Chips unfit for fuel or chips surplus will be piled on the property, mixed with ash from burning operations that has been tested and free of contaminates, and turned periodically to produce quality marketable compost suitable for landscaping use or applications to farm land.

After Hurricanes Isabel in 2003, and Ivan in 2004, CrowderGulf shipped clean vegetative chips to Italy to be used as bio-mass fuel. After Hurricanes Charley in 2004, and Irene in 2011, local power plants took chips for use as bio-mass fuel. In 2012, after Hurricane Isaac, Mississippi paper mills received all of our clean chips to use for bio-mass fuel.

C&D Debris

Concrete, asphalt and masonry products can be crushed and used as base material for certain road construction products or as a trench backfill. Debris targeted for base materials will need to meet certain size specifications as determined by the end user. The City may choose to recycle these products themselves. As an example, after Hurricane Ike, Galveston County recycled the crushed concrete (from home slabs on Bolivar Peninsula) by using it for road reconstruction and for a new government building foundation.

Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches, and green houses. Most of the nonferrous and ferrous metal debris is suitable for recycling. Trailer frames, trailer parts, appliances and other metal items will be properly separated, crushed, baled and recycled. Any proceeds will be credited to the City.

Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to pre-existing conditions. All equipment, inspection towers, and any other temporary buildings will be removed. Burn pits will be returned to existing grade. Ash will be tested for contaminates before being taken to a disposal site. Any unburned or chipped materials will be hauled to an appropriate facility. Separated metals, plastics, white goods or other materials and types will be recycled as required by contract or regulations. Site reclamation / remediation will be billed back to the client at a pass through cost. In addition, if groundwater and / or soil testing is required, these items will be billed to the client at as pass through cost. A final site inspection will be conducted by City authorities and any discrepancies will be corrected.

All work, including site restoration and closeout will be concluded within 30 calendar days of notice from the City that the last load of debris has been delivered.

TDMS Site Closure and Restoration

Upon completion of debris reduction operations, all DMSs will be restored to as good as or better than pre-existing conditions. Specific site closure steps include the following:

- Shutting down all burn and/or grinding operations and remove equipment
- Removing all towers and other temporary buildings or site improvements
- Returning burn pits to original grade
- Hauling any unburned or un-chipped materials to an appropriate facility
- Testing any ash for contaminants and hauling to a disposal site
- Recycling any separated metals, plastics, white goods or other materials and document quantities & types.
- Arrange for soil and/o groundwater testing as required.
- Returning all storage areas and roads to pre-existing grade
- Disking and seeding all disturbed areas with appropriate grass seeds, cover and water.
- Remove security gate, fence, entrance roads and culverts
- Arranging for site inspection by the owner and/or the City and correcting any discrepancy
- Obtaining a site release from governing agency and from Client.

FIELD SAFETY MATRIX

Task	Specific Hazard Potential	Special Training Required	PPE Required	Fire Hazard	Comments
Flagger	Machine and Truck Conflicts, personnel and personal clearance from machinery. Could get run over and hit. Dangerous weather	Flagging Training, General Jobsite safety manual requirements PPE training.	Hard Hats Boots Reflective – Vest Pants Rain Gear	Flaggers must know how to operate a fire extinguisher (FE) and the FE locations	Flaggers must be very attentive and make sure they are in sight of the truck drivers and equipment operators. All flaggers must maintain these distances: 4' from pavement edge, 100' from site entrance, and 50' from trucks while dumping, 25' from self-loaders. Flaggers must pay attention in their area and work together. Maintain contact with foreman and site manager. Listen for backup alarms. Report dangerous weather. Stay out of grinder safety area.
Equipment Operators Drivers	Traffic conflicts with other equipment and trucks. Risk of damaging property or personnel if not attentive. Could get hit or hit somebody or equipment/trucks. Equipment failure or malfunctioning. Mount and dismount to equipment fall hazard.	General Jobsite safety manual requirements. Operation Certification Driver's License. Equipment manufacturer operations manual requirements.	Hard Hats Boots Reflective – Vest Pants	Operators must know how to operate a fire extinguisher (FE) and the FE locations. NO smoking during fueling.	Pay attention to your spotters and flaggers. Drive slow and pay attention to signage. Operators must inspect equipment before use to ensure all safety measures are functioning properly. Clear your boots and hands or gloves prior to entering or exiting equipment.
Laborer	Personal clearance from equipment and vehicles. Could get run over and hit. Having contact with HHW. Dangerous weather.	General Jobsite Safety manual requirements. PPE training	Hard Hats Boots Reflective – Vest Pants Gloves Rain Gear	Laborers must know how to operate a fire extinguisher (FE) and the FE locations. NO	Laborers must be very attentive and make sure they are in sight of the truck drivers and equipment operators. Beware of HHW. Stay Clear of grinder safety area.
Foreman/ Supervisors	Personal clearance from equipment and vehicles. Could get run over and hit.	General Jobsite Safety manual requirements. PPE training.	Hard Hats Boots Reflective – Vest Pants	Foreman/Supervisors must know how to operate a fire extinguisher (FE) and the FE locations. They should make sure all employees know the FE locations and proper use of a FE	Management employees must watch out for all operations and also continuously inspect the site to safety issues and update the plan as necessary. Stay clear of grinder safety area.
Spotters	Machine and truck conflicts, personnel and personal clearance from machinery. Could get hit or run over or hit by debris being dumped.	General Jobsite safety manual requirements. PPE Training	Hard Hats Boots Reflective – Vest Pants Rain Gear	Spotters must know how to operate a FE and the FE locations	Spotters must be very attentive and make sure they are in sight of the truck drivers and equipment operators.
HHW Personnel	Personnel and personal clearance from machinery. Could get hit or run over or hit b debris being dumped. Handling of HHW, e goods and white goods.	General Jobsite safety manual requirements. PPE Training. HHW Training	Hard Hats Boots Reflective – Vest Pants Gloves Eye Protection Possible Respirator/Mask	Know how to operate a FE and the FE locations. Beware of HHW fire hazards.	Foreman must train in potential HHW Hazards. Must be very attentive and make sure they are in sight of the truck drivers and equipment operators and also beware of HHW.



CROWDER GULF

7. Licenses and Certificates



Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

7. License and Certificates

Personnel Certifications and Understanding of Governmental Programs

CrowderGulf's management team includes previous FEMA Directors, Emergency Managers and FEMA trained Debris Specialists. Numerous certifications are held by all of our key management staff as well as our field operations staff. This wealth of knowledge is used to assist our clients in complying with FEMA guidelines and completing any and all paperwork that they may be called upon to provide FEMA, FHWA or the Office of Inspector General. Our staff is well-versed in the Code of Federal Regulations (44 CFR), FEMA's Public Assistance Program and Policy Guide (incorporating Debris Management Guide (FEMA 325), and Public Assistance Debris Monitoring Guide (FEMA 327). Today, the staff holds numerous FEMA course certifications and a number of OSHA Health & Safety and Hazardous Materials certifications. CrowderGulf employees are required to attend State and National conferences and training classes for continuing education credits and certification maintenance on a yearly basis. **Additional Courses that are relevant to Debris Management that are held by staff members include the following:**

Course No.	Course Name	Course No.	Course Name
IS 1	Emergency Program Mgr.	IS-75	FEMA Military Resources and EMA
IS-2	Emergency Preparedness in the USA	IS-101/102	Deployment Basics
IS-5	Intro to Hazardous Materials	IS-111	Livestock in Disaster
IS-10/11	Animals in Disaster	IS-120	Introduction to exercises
IS-26	Guide to Points of Distribution	IS-139	Exercise Design
IS-27	Orientation to FEMA logistics	IS-208	State Disaster Management
IS-30/31	Mitigation e-Grants training	IS-230	Principals of Emergency Management
IS-33	FEMA safety Orientation	IS-235	Emergency Planning
IS-35.10	FEMA Ethics	IS-241	Decision Making and Problem Solving
IS-45.11	FEMA Safety Orientation	IS-250	Emergency Support Functions
IS-55	Household Hazardous Materials	IS-288	Role of Vol. Agencies in Emer. Mgt.
IS-240	Leadership & Influence	IS-393	Intro. Hazard Mitigation
IS-242	Effective Communications	IS-403	Individual Assistance
IS-253b	Overview of FEMA'S Environmental and Historic Preservation Review	ICS 363	Hurricane Readiness
IS-324a	Community Hurricane Preparedness	IS-631	Public Assistance Operations
IS-546	Continuity of Operations Planning (COOP)	IS-810	Oil and Hazardous Materials Response
IS-630	Intro to Public Assistance Process	G363	Hurricane Readiness
IS-632	Intro to Debris Ops in FEMA's PA Program	IS 552	The Public Works Role in Emergency Management
IS-633	Debris Management Plan Development	FEMA	EMI Professional Development Series
G-202	Debris Management	L545	Basic Human Resources for Disaster Supv.
G 385	Disaster Response and Recovery Operations	E0684	Integrating Science into Em. Mgt. Policies & Dec.
L382	Public Assistance Coordinator (PAC) Crew Leader		Side Scan Sonar Systems Introduction and Side Scan Sonar Systems Operators Course
L680	Emergency Management – A Leadership Challenge	L-292	Disaster Field Operations Mgt.
K0202	Debris MGT Planning Course for State Tribal / locals	L-269	Managing FEMA Staff on Disaster Ops.
OSHA	HazWoper Training	FEMA	Executive Academy Graduate Course
E257	State Director's Training	L449	ICS Incident Command Train the Trainer
FEMA	State Director's Training	IS 200	ICS for single resources & Initial Action Incidents
	Asbestos Contractor Supervisor	IS 400	Advanced ICS
IS 100	Intro to ICS	NIMS 800a	National Response Plan
IS300	Intermediate ICS	NIMs 702	NIMS Public Information System
IS 700	Intro into the National Incident Mgt. System	IS 803	Emergency Support Functions PW
NIMS 700/701a	Multi Agency Coordination System (MAC)	IS 317	Intro to Community Emergency Response Teams

703	NIMS Resource Management		

CrowderGulf's Certifications & Training

The following is a short list of certificates and training specialized by CrowderGulf personnel. There are over 135 additional certifications and training certificates available upon request.

FEMA | Emergency Management Institute


Emergency Management Institute

FEMA

IS-00100 - Intro to Incident Command Systems

Ashley Ramsay-Naile	Don Madio	Marcus Lund
Amber Ramsay	Donna Suters	Margaret Wright
Andrew Sprinkle	Gary Jones	Mark Loper
Barrett Holmes	Gina Walley	Matt Tate
Barry Lund	Jenny Todd Weaver	Nick Pratt
Barton Holmes	Jeff Zemlik	Reid Loper
Bill Doran	Jesus Carretie	Ronald Thorson
Buddy Young	Joe Hayes	Sarah Melton
Charles Clark	John Campbell	Valerie Gonzalez
Clayton Young	Kerrie Noll	Vance DeHart
Desiree Matlack	Leigh Anne Ryals	Wes Naile
	Lisa Baldwin	Wilber Ledet

IS-00200 - ICS for Single Resources & Initial Action Incidents

Ashley Ramsay-Naile	Don Madio	Marcus Lund
Amber Ramsay	Donna Suters	Margaret Wright
Andrew Sprinkle	Gary Jones	Mark Loper
Barrett Holmes	Gina Walley	Matt Tate
Barry Lund	Jenny Todd Weaver	Nick Pratt
Barton Holmes	Jeff Zemlik	Reid Loper
Bill Doran	Jesus Carretie	Ronald Thorson
Buddy Young	Joe Hayes	Sarah Melton
Charles Clark	John Campbell	Valerie Gonzalez
Clayton Young	Kerrie Noll	Vance DeHart
Desiree Matlack	Leigh Anne Ryals	Wes Naile
	Lisa Baldwin	Wilber Ledet

IS-230 - Principles of Emergency Management

Bill Doran	Joe Hayes	Leigh Anne Ryals

IS-00235 - Emergency Planning

Barry Lund	Bill Doran	Leigh Anne Ryals
Barton Holmes	Joe Hayes	

IS-00242 - Effective Communication

Barry Lund	Leigh Anne	Reid Loper
Barton Holmes	Mike Moulder	
Bill Doran		

IS-00632 - Intro to Debris Operations in FEMA's Public Asst. Program

Barry Lund	Leigh Anne Ryals
Barton Holmes	Matt Tate
Donna Suters	Reid Loper
Jesus Carretie	Sarah Melton

IS-00253b – Overview of FEMA's Environmental and Historic Preservation Review

Barton Holmes

IS-00700 - Intro to National Incident Management System (NIMS)

Ashley Ramsay-Naile	Don Madio	Lisa Baldwin
Amber Ramsay	Donna Suters	Margaret Wright
Andrew Sprinkle	Gary Jones	Mark Loper
Barrett Holmes	Gina Walley	Matt Tate
Barry Lund	Jenny Todd Weaver	Nick Pratt
Barton Holmes	Jeff Zemlik	Reid Loper
Bill Doran	Jesus Carretie	Ronald Thorson
Buddy Young	Joe Hayes	Sarah Melton
Charles Clark	John Campbell	Valerie Gonzalez
Clayton Young	Kerrie Noll	Vance DeHart
Desiree Matlack	Leigh Anne Ryals	Wes Naile
		Wilber Ledet

IS-00800 - Intro to National Response Plan (NRP)

Ashley Ramsay-Naile	Don Madio	Lisa Baldwin
Amber Ramsay	Donna Suters	Margaret Wright
Andrew Sprinkle	Gary Jones	Mark Loper
Barrett Holmes	Gina Walley	Matt Tate
Barry Lund	Jenny Todd Weaver	Nick Pratt
Barton Holmes	Jeff Zemlik	Reid Loper
Bill Doran	Jesus Carretie	Matt Tate
Buddy Young	Joe Hayes	Ronald Thorson
Charles Clark	John Campbell	Valerie Gonzalez
Clayton Young	Kerrie Noll	Vance DeHart
Desiree Matlack	Leigh Anne Ryals	Wes Naile
		Wilber Ledet

IS-300 - Intermediate ICS
IS-300 Instructors: John Campbell and Leigh Anne Ryals

IS-400 - Advanced ICS Command & General Staff IS-400
Instructors: John Campbell and Leigh Anne Ryals

Bill Doran Jeff Zemlik	Reid Loper Valerie Gonzalez		Bill Doran Jeff Zemlik	Reid Loper Valerie Gonzalez	

OSHA 30 Hour – Construction

Andrew Sprinkle Barrett Holmes Buddy Young Charles Clark Clayton Young Eric Hall Jeff Zemlik John Campbell Lew Najor	Lisa Baldwin Mark Loper Mike Moulder Nick Pratt Ronald Thorson Reid Loper Vance DeHart Wes Naile Wilber Ledet	OSHA 30 HOUR CONSTRUCTION INDUSTRY TRAINING

Hazwoper – Hazardous Waste Operations and Emergency Response

Jason Zirlott Jeff Zemlik John Campbell Nick Pratt Reid Loper	Mark Loper Wilber Ledet Vance Dehart	EMERGENCY RESPONSE TRAINING HAZWOPER

OSHA Misc.

OSHA 10 Hour General Industry OSHA 500 – Train the Trainer	Jeff Zemlik Lew Najor Reid Loper Jeff Zemlik	OSHA

Watershed Management Training

Barry Lund Brandi Snell Clayton Young	Jeff Zemlik Leigh Anne Ryals Reid Loper	Watershed

U.S.A.C.E. –C.Q.M (Construction Quality Management)

Amber Ramsay Andrew Sprinkle Barret Holmes Barton Holmes Barry Lund Clayton Young Don Madio Jason Zirlott	Jeff Zemlik John Campbell Leigh Anne Ryals Lew Najor Margaret Wright Nick Pratt Reid Loper Matt Tate	USACE

T.W.I.C. Card

Andrew Sprinkle Barry Lund	Jeff Zemlik Nick Pratt Reid Loper Wilber Ledet	TWIC

First Aid/CPR

Ashley Ramsay Amber Ramsay Andrew Sprinkle Barrett Holmes Barry Lund Buddy Young Charles Clark Clayton Young Desiree Matlack Donna Suters Eric Hall Gary Jones Gina Walley	Jeff Zemlik Jenny Todd Weaver John Campbell Leigh Anne Ryals Mate Tate Margaret Wright Mark Loper Mike Moulder Nick Pratt Reid Loper Ronald Thorson Vance DeHart Wes Naile Wilber Ledet	CPR • FIRST AID • AED CERTIFIED

Misc. Training

Asbestos Supervisor **Asbestos Inspector** **USACE 385-1-1 40 hour**	Jeff Zemlik Jim Frye Jeff Zemlik Jeff Zemlik	DANGER ASBESTOS

Underground Utility and Excavation Certification

Lew Najor		TRAINED TRENCHING AND EXCAVATION SAFETY

Federal Aviation Administration Unmanned Aircraft General – Small UAG

Barton Holmes		FEDERAL AVIATION ADMINISTRATION



CROWDER GULF

8. Qualifications and References Questionnaire



Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

8. Qualifications and References Questionnaire

1. **List the names that the Consultant or Provider currently, has or anticipates opening under, including the names of related companies presenting doing business.**
   CrowderGulf, LLC

2. **List the names of companies, firms or organizations that own any part of your organization.**
   CrowderGulf, LLC

3. **Years in Business**
   CrowderGulf has been in the disaster debris removal business over 50 years.

4. **In the past 10 years, has Consultant or Provider ever terminated or been terminated from a similar contract? If yes, provide details.**
   CrowderGulf has never terminated or been terminated for a similar contract.

5. **Is the Consultant or Provider currently in any litigation or contemplating litigation? Is yes, provide details on a separate sheet.**

Litigation Summary - CrowderGulf strives to maintain the utmost integrity and reputation in this industry. We have been very successful over the many years we have been in business but as any company can attest, being in business does allow a certain amount of exposure.

CrowderGulf does not have any lawsuits or litigation to disclose. In addition, the most current Dun & Bradstreet Report for CrowderGulf, it identifies the total number of suits, lines, judgments and bankruptcy proceedings as zero. Due to our diligent efforts, we have been involved in very few litigation cases, none of any significance.

Bankruptcy - CrowderGulf does not have any bankruptcy proceedings for the firm or the primaries in the last 7 years to disclose.

Code of Business Ethics - In mid-year of 2000, CrowderGulf adopted a written ***Code of Business Ethics*** that applies to all employees with special responsibilities on Foremen, Supervisors and Managers. The ethics program is in four parts: 1) The Ethic Logic; 2) Ethical Standards; 3) Ethics Policy; and 4) Ethics Training. The policy and standards are equally weighted on employees, contractors, subcontractors and consultants. *Our ethics plan is available upon request.*

Criminal Convictions - CrowderGulf has never had any Criminal Convictions against CrowderGulf, company owners or officers.

Penalties - CrowderGulf has never been terminated or debarred from a Contract.

Conflict of Interest - CrowderGulf nor its ownership, officers, management or staff have a conflict of interest to disclose with the City at this time.

6. **In the past 5 years, has Consultant or Provider ever refused to enter into a similar contract for which it was awarded? If yes, provided details.**
   CrowderGulf has never refused to enter into a similar contract for which we were awarded.

7. **Provide a brief description of the Consultant or Provider's managerial structure including name and title of key personnel.**
   See Tab 5. Personnel for names of key personnel and our organizational chart.

8. **What trades or services does the Consultant or Provider ordinarily subcontract out?**
   Typically CrowderGulf will subcontract out some of the following services: PUSH operations, ROW Hauling, Leaners and Hanger, ROE Hauling, Stumps, Grinding, Haul-outs, Sand, Demolitions, and Waterway Debris Removal. Managerial positions will never be subcontracted out and will be handled by full time CrowderGulf field personnel.

9. List of all debris removal projects in excess of 350,000 Cubic Yards within the past 5 years.

Past Performance Chart

The chart below contains a partial listing of contracted work accomplished by CrowderGulf as Prime Contractor (unless otherwise stated) for the past **5 years over 350,000 Cubic Yards.** If CrowderGulf was activated to pre-position for emergency road clearing operations, the word "Push" is listed under the Description of Work. An actual response time can be different for each client depending on their issuance of a NTP and the terms of their contract. Please feel free to contact any of our past clients for references regarding our past performance. A complete past performance list can be made available dating back to Hurricane Frederick in 1979 if requested.

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2023 AR Tornado	**2 Activations – FEMA DR-4698-AR**	**$17,506,998**	**705,694**	
North Little Rock, AR 4/4/2023-8/21/2023	**Removed & Disposed:** ROW & **Parks**, Veg, C&D, Hangers (452 trees), Leaners (4,605), Stumps (1,390); Reduced by Grinding (519,538) & compaction (41,535); (1) **DMS Site; Monitored** by Tetra Tech	$16,668,619	647,122	**Kim Francisco,** Head of Emergency Services 1206 N. Sycamore St. North Little Rock, AR 72114 Ph: 501-425-8197 Kim.francisco@nlrpolice.org
Sherwood, AR 4/7/2023-5/22/2023	**Removed & Disposed:** Veg, Hangers (30 trees), Leaners (3), stumps (4); Reduced by Grinding (42,021); (1) **DMS Site; Monitored** by Tetra Tech	$838,379	58,572	**Brian Galloway** – Public Works Director. 2199 E. Kiehl Avenue, Sherwood, Arkansas 72120 501-413-8018 cell. briang@cityofsherwood.net
2023 Ice Storm	**2 Activations**	**$12,132,890**	**796,388**	
Austin, TX 2/6/2023-4/14/2023	**Removed & Disposed: Parks debris**, Veg, Hangers (1,583 trees); Leaners (74); Reduced by Grinding (435,607 CY); (1) **DMS Site; Monitored** by Tetra Tech	$6,380,065	452,620	**Amy Slagle,** Resource Recovery Division Manager PO Box 1088 Austin, TX 78767 (512) 974-4302 amy.slagle@austintexas.gov
Travis Co, TX 2/25/2023-5/17/2023	**Removed & Disposed:** Veg, Hangers (7,037 trees), leaners (10); Reduced by Grinding (343,768); (2) **DMS Sites; Monitored** by Tetra Tech	$5,752,825	343,768	**Jennifer Winkler,** Senior Procurement Specialist, PO Box 1748 Austin,TX 78767 (512) 854-9197 Jennifer.Winkler@traviscountytx.gov
2022 Hurricane Ian	**36 Activations – FEMA DR-4673-FL**	**$411,704,406**	**15,600,215**	
FL DEM 11/30/2022 – 01/29/2024	**Lee Co PPDR / CPDR** **Removed & Disposed: Demo, Vessels,** Veg, C&D, Hangers (19 trees), Leaners (8), Stumps (5), white goods (8,848), E-waste (4,412), HHW (351,100 lbs); **Reduced by** Compaction (732,752 CY) & Grinding (81,335 CY); (8) DMS Sites; **Monitored** by CDR McGuire	$94,928,629	1,915,840	**Stephanie Stachowiz,** General Counsel Stephanie.Stachowicz@em.myflorida.com **Cameron Morris,** AC Disaster Consulting 770-855-7330 cmorris@acdisaster.com
Ft. Myers Beach, FL 10/8/2022-9/15/2023	**Removed & Disposed: PUSH**, Veg, C&D, Sand, Hangers (88 trees), Leaners (21), E-waste (2,308), HHW (431,340 Lbs), White Goods (7,116), Freon, Reduced by Compaction (814,621 CY) & grinding (23,870 CY), (5) DMS; **Monitored** By: Thompson	$30,942,487	878,479	**Jason Freeman,** Fort Myers Beach Public Works Director – Address Pending - Fort Myers Beach, FL 33931, (239) 266-4673 1100, jasonf@fmbgov.com

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Ft. Myers, FL 9/30/2022-4/3/2023	**Removed & Disposed: PUSH, Waterway Debris, PPDR/CPDR,** Veg, C&D, Hangers (6,996 trees), Leaners (152), Stumps (31), E-waste (213), White Goods (82), Freon, Reduced by Compaction (148,483 CY) & Grinding (504,726 CY) (1) DMS; **Monitored** By: Thompson	$13,023,787	645,853	**Saeed Kazemi**, City Manager, 2200 Second Street, Ft. Myers, FL 33901, (239) 321-7024, SKazemi@cityftmyers.com
Lee County, FL 9/30/2022-4/26/2023	**Removed & Disposed: PUSH, Waterway Debris, Parks, St Rds,** Veg, C&D, Sand, Hangers (38,431 trees), Leaners (4,395), Stumps (5), E-waste (7,553), HHW (959,980 Lbs), White Goods (12,367), Freon, Vessels; Reduced by Compaction (2,279,129 CY) & Grinding (4,058,872 CY); (16) DMS; **Monitored** By: Thompson	$136,373,782	6,265,741	**Paul Flores**, Solid Waste Ops Manager, (239) 533-8017, pflores@leegov.com
Sanibel, FL 10/1/2022-7/24/2023	**Removed & Disposed: PUSH, Marine debris,** Veg, C&D, Sand, Hangers (8,504 trees), Leaners (4,198), E-waste (5,518), HHW (694,480 Lbs), White Goods (15,475), Freon, Reduced by Compaction (887,203 CY) & Grinding (957,588 CY) (7) DMS; **Monitored** By: Thompson	$56,243,244	1,923,997	**Scott Krawczuk**, Public Works Deputy Director, 800 Dunlop Road, Sanibel, FL 33957, (239) 472-6397, scott.krawczuk@mysanibel.com
Sarasota County, FL 10/6/2022-2/22/2023	**Removed & Disposed: ROW & Private / Gated** Veg, C&D, Hangers (7,533 trees), Leaners (1,193), Stumps (128), Reduced by Grinding (1,510,384 CY) (2) DMS; **Monitored** By: Tetra Tech	$20,651,895	1,320,961	**Lois Rose**, Solid Waste Manager, 4000 Knights Trail Road, Nokomis, FL 34275, (941) 861-1589, lerose@scgov.net
Volusia County, FL 10/5/2022-1/14/2023	**Removed & Disposed: ROW, Gated, Mobile Home Parks, Parks,** Veg, C&D, Stumps (1); Reduced by Compaction (24,130 CY), Grinding (547,337 CY); (6) DMS; **Monitored** By: Tetra Tech	$6,749,476	469,560	**George Recktenwald**, County Manager, 123 West Indiana Ave, Deland, FL 32720, (386) 736-5920, grecktenwald@co.volusia.fl.us
2021 Hurricane Ida	**4-Activations- 4 DMS's – DR 4626-MS, DR-4611-LA**	**$41,790,085**	**1,459,881**	
St. John Baptist Parish, LA 9/6/2021-11/4/2022	**Removed & Disposed: PUSH, DOT Rds, Parks,** Veg, C&D, Parks debris, Hangers (2,198 trees), Leaners (28), stumps (2,801), E-waste (18,089), HHW (263,380 Lbs), White Goods (2,620), Freon, Refrigerator Contents (661,880 Lbs); **Reduced by** Compaction (912,800 CY) & Grinding (398,257 CY) (3) DMS; **Monitored** By: Tetra Tech	$32,202,382	1,306,580	**Ms. Jaclyn Hotard**, Parish President, 1811 W Airline Hwy, LaPlace, LA 70068; 985-652-9569 ext. 1244; j.hotard@stjohn-la.gov
2020 Hurricane Zeta	**8-Activations – 6 DMS's – DR-4576 (MS), DR-4577 (LA)**	**$28,333,915**	**1,810,046**	
Gulfport, MS 11/10/2020-2/23/2021	**Removed & Disposed:** Veg, C&D, Leaners (485), Hangers (12,297 trees), Stumps (9); **Reduced** by Grinding (371,750 CY), (2) DMS Sites; **Monitored** by Tetra Tech	$6,365,585	483,413	**Robert (Chris) K. Riemann,** Engineering Director 4050 Hewes Avenue Gulfport, MS 39507 Ofc: 228-868-5740 Cell: 228-518-2980 kriemann@gulfport-ms.gov
Harrison Co, MS 11/06/2020-2/3/2021	**Removed & Disposed:** Veg, C&D, Leaners (966), Hangers (36,055 trees); **Reduced** by Grinding (409,681 CY), **(2)** DMS Sites; **Monitored** by Volkert	$9,225,138	538,791	**Rupert H. Lacy,** Director of Emergency Management 1801 23rd Avenue Gulfport, MS 39502 Ofc: 228-865-4002 Cell: 228-323-6420 rupertlacy@co.harrison.ms.us
Jackson Co, MS 11/09/2020-02/7/2021	**Removed & Disposed:** Veg, C&D, Leaners (488), Hangers (14,079 trees), Parks, Golf Courses, beach debris; **Monitored** by Thompson	$7,148,349	436,284	**W. Brian Fulton,** County Administrator 2915 Canty Street Pascagoula, MS 39567 228-769-3088 Brian_Fulton@co.jackson.ms.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
2020 Hurricane Sally	**10-Activations – 37 DMS's – FEMA DR-4563-AL / DR-4564-FL**	**$116,422,750**	**7,475,318**	
AL DOT SW Region – Mobile 09/24/2020 – 01/22/2021	**Removed & Disposed:** Veg, C&D, Compacted C&D, Mulch, hangers (9,111 trees), leaners (3,320 trees), stumps (92); **Reduced by** Grinding (564,550 CY) & Compaction (59,952 CY); (16 DMS); **Monitored** by Thompson	$14,264,670	709,431	**Matthew Ericksen,** SW Region Engineer 1701 West I-65 Service Road North Mobile, AL 36618 Ofc: 251-470-8200 ericksenm@dot.state.al.us
Baldwin Co, AL 09/25/2020 –04/7/2021	**Removed & Disposed:** Veg, C&D, Compacted C&D, Mulch, hangers (39,799 trees), leaners (6,030 trees), Stumps (120), White Goods (181), E-waste (24); **Reduced by** Grinding (4,217,587 CY) & C&D Compaction (293,171 CY); (13 DMS); **Monitored** by Tetra Tech	$61,896,884	4,509,547	**Terri Graham,** Solid Waste Development & Environmental Director, 22070 Hwy 59 Central Annex II 3rd & 4th Floor Robertsdale, AL 36567 251-972-6878 TGraham@baldwincounty.al.gov
Daphne, AL 09/17/2020-01/05/2021	**Removed & Disposed: PUSH,** Veg, hangers (3,868 trees), leaners (191 trees), Stumps (9); **Reduced by** Grinding (375,017 CY), (1 DMS); **Monitored** by True North	$4,570,398	376,872	**Denise Penry,** EMA Accountant, 26435 Public Works Road Daphne, AL 36526 Ofc: 251-621-3182 dpenry@daphneal.com
Fairhope, AL 09/21/2020-12/19/2020	**Removed & Disposed:** Veg, C&D, Mulch, hangers (7,058 trees), leaners (374 trees), stumps (55); **Reduced by** Grinding (547,868 CY), (1 DMS); **Monitored** by True North	$8,703,289	564,853	**John Saraceno,** Emergency Management Coordinator, 161 N. Section Street Fairhope, AL 36532 Ofc: 251-929-7415 Cell: 251-331-1103 John.Saraceno@fairhopeal.gov
Gulf Shores, AL 09/17/2020-02/3/2021	**Removed & Disposed: PUSH,** Veg, C&D, Parks debris, Trails debris, waterway debris, Mulch, Compacted C&D, HHW (11,580 Lbs.), E-Waste (114), White Goods (232), Hangers (7,162 trees), Leaners (2,938 trees), Stumps (285); **Reduced by** Grinding (457,915 CY) & Compacting (40,763 CY), (1 DMS); **Monitored** by Thompson	$9,741,393	580,181	**Brandan Franklin,** Chief Building Official / EM Coordinator, 1905 West 1st Street Gulf Shores, AL 36542 251-968-1149 bfranklin@gulshoresal.gov
Orange Beach, AL 09/20/2020-5/21/2021	**Removed & Disposed: PUSH,** Veg, C&D, Municipal debris, beach debris, trail debris, waterway debris, wetlands debris, C&D compacted, mulch, HHW (151,100 lbs.), E-Waste (383), white goods (1,624), hangers (4,527 trees), leaners (725 trees), Stumps (342); **Reduced by** Grinding (228,509 CY) & Compacting (194,239 CY); **Monitored** by Thompson	$13,593,239	424,952	**Mr. Phillip West,** Coastal Resource Director, 4101 Orange Beach Blvd Orange Beach, AL 36561 Ofc: 251-981-6788 Cell: 251-747-6166 pwest@orangebeachal.gov
2020 Hurricane Laura	**10-Activations – 27 DMS's – FEMA DR-4559-LA / EM-3540-TX**	**$402,491,599**	**15,122,442**	
Calcasieu Parish, LA Laterals 10/8/2021-9/13/2023	**Removed & Disposed:** Waterway debris from Laterals / Waterways	$155,928,192	2,246,832	**Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Calcasieu Parish, LA 9/3/2020-9/2/2021	**Removed & Disposed: PUSH** , Veg, C&D, C&D compacted, mulch, hangers (33,714 trees), leaners (76,007 trees), white goods (4,403), e-waste (2,910), refrigerator contents (314,960 Lbs), tires (1,215) **Reduced by** Grinding (5,004,006 CY) & compacting (2,573,846 CY); 9 DMS; **Monitored** by Tetra Tech	$132,676,652	6,972,815	**Allen Wainwright,** Director of Engineering and Public Works 1015 Pithon Street, 4th Floor Lake Charles, LA 70602 337-721-3700 awainwright@calcasieuparish.gov
Lake Charles, LA 9/3/2020-9/9/2021	**Removed & Disposed: PUSH,** Veg, C&D, Compacted C&D, Mulch, hangers (19,295 trees), leaners (1,985 trees), white goods (1,574) stumps (3), HHW (4,943 lbs) **Reduced by** Grinding (2,254,057 CY) & compacting (2,006,484 CY); 5 Sites; **Monitored** by Tetra Tech	$80,385,064	4,077,816	**John Cardone, Jr.** City Administrator 326 Pujo Street, 10th Floor Lake Charles, LA 70601 Ofc: 337-491-1381 Cell: 337-794-1513 mayorsactionline@cityoflc.us

OWNER/LOCATION & TIMELINE	DESCRIPTION OF WORK	PROJECT VALUE	APPROX. CY	CONTRACTING POINT OF CONTACT
Sulphur, LA 9/2/2020-6/21/2021 5/11/2023-5/23/2023	**Removed & Disposed: PUSH,** Veg, C&D, Compacted C&D, Mulch, Hangers (3,326 trees), leaners (194) stumps (7), white goods (508), HHW (23,580 lbs.) **Reduced by** Grinding (503,298 CY) & compacting (338,926 CY); 1 Site; **Monitored** by Tetra Tech	$15,259,184	838,424	**Stacy Dowden,** Director of Public Works 101 N. Huntington Street Sulphur, LA 70663 Ofc: 337-527-4500 Cell: 337-764-8044 sdowden@sulphur.org
2018 Hurricane Michael CAT V (FL)	**16 Activations – 40 DMS's – FEMA-DR-4399 FL; FEMA-DR-4400-GA**	**$252,281,133**	**12,256,345**	
Bay Co, FL 10/17/2018-4/28/2021	**Removed & Disposed:** (ROW, PPDR, Waterway) vegetation; C&D; Leaners (8,081); Hangers (6,419 Trees); White Goods (725); **Reduced by** Grinding (1,903,027 CY); C&D Compact (515,511 CY), DMS Sites (8) **Projects: Waterway & Canal clearing; Debris removed from eligible parks, cemeteries & schools** **Monitored by** Landfall Strategies; Tetra Tech	$42,637,726	2,436,953	**Keith Bryant,** Director of Public Works; 840 W. 11th Street, Panama City, FL 32401; 850-248-8302; kbryant@baycountyfl.gov
Jackson Co, FL 10/12/2018-9/20/2019	**Emergency Push** **Removed & Disposed:** vegetation; C&D; mulch; Hangers (21,388 Trees); Leaners (13,431); Stumps (7); **Reduced by** Grinding (2,399,088 CY) DMS Site (6); **Monitored** by Metrics / Thompson	$40,141,024	2,459,442	**Wilanne Daniels,** County Administrator 2819 Panhandle Rd., Operations Complex, Marianna, FL 32446 Ofc: 850-693-6657 danielsw@jacksoncountyfl.gov **Rodney Andreasen,** Director of Emergency Management;; 850-718-0007; Cell 850-573-1058;randreasen@jacksoncountyfl.com
Lynn Haven, FL 10/10/2018-06/27/2020	**Emergency Push** **Removed & Disposed:** vegetation; Leaners (434); Hangers (1,588 Trees); Stumps (22); white goods (5); **Reduced** by Grinding (558,533 CY) & C&D Compaction (186,548 CY), DMS Site (3); Debris removed from eligible parks, cemeteries & schools; **Monitored** by Tetra Tech; Provided Sat. Phones	$13,845,285	719,604	**Michael White,** City Manager; 825 Ohio Ave., Lynn Haven, FL 32444; 865-265-2121, Cell 850-814-8740; citymanager@cityoflynnhaven.com
Panama City, FL 10/11/2018-5/31/2020	**Emergency Push** **Removed & Disposed:** vegetation; C&D; Leaners (20,185), Hangers (32,489 Trees); Stumps (6,968); **Reduced by** Grinding (2,304,854 CY) & Compacted C&D (1,646,666 CY) DMS Site (7); Debris removed from eligible parks, cemeteries & schools; **Monitored by** Landfall Strategies	$81,562,445	3,971,295	**Shane Daugherty,** Solid Waste Superintendent 819 E. 11th Street, Panama City, FL 32401;Office 850-872-3172, Cell: 850-814-5396 sdaugherty@panamacity.gov **Neil Fravel,** Director of Public Works; 819 E. 11th Street, Panama City, FL 32401; 850-872-3015; nfravel@panamacity.gov
Parker, FL 10/23/2018-5/3/2019	**Emergency Push** **Removed & Disposed:** vegetation; C&D; Leaners (344); Hangers (846 Trees); Stumps (21); **Reduced by** Grinding (389,576 CY) C&D Compaction (159,188 CY), **DMS Site (1); Monitored by** Tetra Tech	$7,865,326	535,114	**Ashley Rizzo** Human Resources, Benefits & Safety Administrator, 1001 West Park Street, Parker, FL 32404, 850-871-4104, aarizzo@cityofparker.com **Danielle Baker,** City Clerk; 850-871-4104, dmbaker@cityofparker.com (replaced Nancy Rowell)
Washington Co, FL 10/18/2018-5/31/2019	**Removed & Disposed:** vegetation; Leaners (10,301); Hangers (35,683 Trees) Stumps (108); **Reduced by** Grinding (1,445,814 CY) DMS Site (3); **Monitored** by Witt O'Briens	$23,870,365	1,501,666	**Ms. Lynne Abel,** EM Public Safety Director; 2300 Pioneer Road, Chipley, FL 32428; 850-638-6203; label@washingtonfl.com

10. Name of Consultant or Provider's proposed contract manager for this proposal.

Wesley Naile - Contracts Manager – Previous Texas Experience



Mr. Naile has had experience in the disaster and recovery field since 2004, when he served in Volusia County, Florida, as CrowderGulf's Project Manager during Hurricanes Charley, Frances and Jeanne. In 2005, he was assigned the role of Logistics Coordinator working out of the Disaster Administration Office (DAO), coordinating materials, equipment, and subcontractors to CrowderGulf's clients. Mr. Naile's roles now include managing the database for pre-event contracts information, coordinating with new and existing clients in establishing pre-event contract awards and contract documents and coordinating with clients on contract renewals. When disasters strike, Wes and his staff coordinate all field resources that Project Managers need to get their jobs up and running. This includes everything from portalets, towers, generators, portable housing, etc. Wes served three years in the U.S. Army as a 12B Combat Engineer with an honorable discharge. He also attended the University of South Carolina-Beaufort. He is also NIMS Trained.

11. List of Subcontractors

Good Faith Effort

As required by each awarded contract, CrowderGulf will meet or exceed goals and expectations on the local minority workforce population and the utilization of minority professional firms, consultants and/or suppliers. CrowderGulf will maintain all requirements set forth by the City to maintain compliance with **44 CFR 13.36 (e) and FEMA Super Circular 2 C.F.R. Chapter 2, Part 200.**

Affirmative Steps Include:

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

A. Subcontractor Name: Dawn Til Dusk Disaster LLC
City / State: Bethany, MO
Trade or Service to Be Provided: PUSH, ROW Hauling, Stumps, L & H, ROE Hauling, Beach/ Sand
Estimated Percentage of Overall Cost: TBD not more than 15%

B. Subcontractor Name: Gulf Services
City / State: Theodore, AL
Trade or Service to Be Provided: PUSH, ROW Hauling, L&H, Stumps, Site Mgt, Ditch work, PPDR
Estimated Percentage of Overall Cost: TBD not more than 15%

C. Subcontractor Name: Hauling Away LLC
City / State: Mobile, AL
Trade or Service to Be Provided: PUSH, ROW Hauling, L&H, ROE Hauling, Stumps, Grinding, HaulOuts, Sand, Demo, Waterway Debris
Estimated Percentage of Overall Cost: TBD Not more than 15%

D. Subcontractor Name: S. St. George Enterprises
City / State: (Fredonia, NY)
Trade or Service to Be Provided: PUSH, ROW Hauling, L&H, Grinding, Stumps, HaulOuts, Site Work
Estimated Percentage of Overall Cost: TBD not more than 15%

E. Subcontractor Name: JTL&S Property Preservations
City / State: Beaumont, TX
Trade or Service to Be Provided: ROW Hauling, White Goods, E-Waste , Specialty Hauling
Estimated Percentage of Overall Cost: TBD Not more than 15%

*For additional information, please see our complete subcontractor plan presented in **Tab 4. Project Management**.*

12. Certification Regarding Debarment, Suspension Ineligibility

A. Are you presently debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency?
No, CrowderGulf is not debarred, suspended, etc.

B. Have you within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property.
No, CrowderGulf nor it's principals have not been convicted or had a civil judgement rendered against us.

C. Are you presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein?
No, CrowderGulf is not indicted or otherwise criminally or civilly charged by a government entity.

D. Have you within a three-year period preceding the bid/proposal and/or application had one or more public transactions terminated of cause or default?
CrowderGulf has never had a public transaction terminated due to cause or default.



CROWDER GULF

9. Price Proposal



Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

Please provide a cost per unit for services that your firm can provide.

Bid Sheet			
Category	**Field Name and Description**	**Unit**	**Cost per Unit**
Vegetative Collect and Haul to DMS	0-15 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$7.50
	16-30 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$ 8.45
	31-60 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$9.00
	60 + Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$9.90
Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$8.90
	16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$10.90
	31-60 Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$12.90
	60 + Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$14.00
Management and Reduction	Grinding *Grinding/chipping vegetative debris*	CY	$3.00
	Air Curtain Burning *Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)*	CY	$2.00
	Air Curtain Burning *Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)*		$2.00
	Open Burning *Open Burning vegetative debris*	CY	$1.60
	Compacting *Compacting vegetative debris*	CY	$2.95

All 'Tree Operations' line items - CrowderGulf's rates are for cut and drop only. All remaining debris will be hauled under ROW rates.

	Debris Management Site Management *Preparation, management, and segregating at DMS*	CY	$1.40
Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$3.60
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$4.60
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$5.90
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$7.25
C&D Collect and Haul from ROW to DMS	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance up to 15 miles*	CY	$7.50
	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$8.45
	31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$9.00
	60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance of 60+ miles*	CY	$9.90
Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	$5.00
	16-30 Miles C&D from Debris Management Site (DMS)to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$6.00
	31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$7.50
	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance of 60+ miles*	CY	$9.00

Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Compacted C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	$3.90
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$4.90
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$6.10
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance of 60+ miles*	CY	$7.50
C&D Collect and Haul from ROW to Final Disposition	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	$8.90
	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$10.90
	31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$12.90
	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D *collect and remove for a haul distance of 60+ miles*	CY	$14.00
Management and Reduction	Compacting *Compacting C&D debris*	CY	$2.75
	Debris Management Site Management *Preparation, management, and segregating at DMS*	CY	$1.40
Tree Operations	Hazardous Tree 6" - 12" *Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$50.00
	Hazardous Tree 13" - 24" *Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$120.00
	Hazardous Tree 25" - 36" *Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$160.00
	Hazardous Tree 37" - 48" *Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$225.00

All 'Tree Operations' line items - CrowderGulf's rates are for cut and drop only. All remaining debris will be hauled under ROW rates.

All 'Tree Operations' line items - CrowderGulf's rates are for cut and drop only. All remaining debris will be hauled under ROW rates.

	Hazardous Tree 49+ *Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$300.00
	Trees with Hazardous Limbs *Hazardous Hanging Limb removal greater then 2"*	Per Tree	$70.00
	Hazardous Stumps >24" - 36" *Hazardous stump removal for a 24-36 inch stump diameter*	Per Stump	$190.00
	Hazardous Stumps >37" - 48" *Hazardous stump removal for a 37-48 inch stump diameter*	Per Stump	$270.00
	Hazardous Stumps >49" *Hazardous stump removal for a 49+ inch stump diameter*	Per Stump	$340.00
	Stump Fill Dirt *Fill and compact dirt for stump holes after removal*	CY	$16.00
Specialty Removal	Waterway Debris Removal *Debris Removed from canals, rivers, creeks, streams, and ditches*	CY	$65.00
	Sand Collection and Screening *Pick-up, screen, and return debris laden sand/mud/dirt/rock*	CY	$12.00
	Silt/Sand Removal *Removal of silt or sand that creates a threat to public health and safety*	CY	$12.00
	Vehicle Removal from Public Property *Removal, storage, and disposal of eligible vehicle per State Laws*	Unit	$90.00
	Vessel Removal (Land) *Removal, storage, and disposal of eligible vessel from public property per State Laws*	Unit	$100.00
	Vessel Removal (Marine) *Removal, storage, and disposal of eligible vessel from public waterways per State Law*	Unit	$200.00
	Carcass Removal *Removal of debris that will decompose (animals and organic fleshy matter*	Pound	$1.00
	ROW White Goods Removal *Pick-up and haul of white goods to disposal site*	Unit	$35.00
	Freon Management *Freon management and recycling*	Unit	$30.00
	Electronic Waste *Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items*	Unit	$25.00

	Putrescent Waste *Removal of spoiled food items, or debris that will decompose or rot*	Pound	$7.00
	Hazardous Household Waste *HHW removal and disposal*	Pound	$12.00
	Bio-waste *Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste*	Pound	$6.00
	Small Engines/Lawn Mowers *Collect and remove small engines, lawn mowers, or other motorized items that can be recycled*	Unit	$20.00
PPDR Vegetative Collect and Haul to DMS	0-15 Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$12.00
	16-30 Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$13.00
	31-60 Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$14.00
	60 + Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$15.00
PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$15.00
	16-30 Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$16.00
	31-60 Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$17.00
	60 + Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$18.00
PPDR C&D Collect and Haul to DMS	0-15 Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance up to 15 miles*	CY	$12.00
	16-30 Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$13.00

	31-60 Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$14.00
	60 + Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance of 60+ miles*	CY	$15.00
PPDR C&D Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Private Property to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	$15.00
	16-30 Miles C&D from Private Property to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$16.00
	31-60 Miles C&D from Private Property to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$17.00
	60 + Miles C&D from Private Property to Final Disposition *collect and remove for a haul distance of 60+ miles*	CY	$18.00

All Disposal Fees shall be a pass through cost at no mark up.

Ashley Ramsay-Haile



CROWDER GULF

10. Response Submittals



Pictured: 2008 Hurricane Ike
Bolivar, TX

City of Tyler, TX

RFP# 24-025 for Disaster Debris Removal, Reduction, Disposal and other Emergency Services

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

CITY OF TYL
u hasing Depa tment
304 No th Bo de
T le , Texas 75702

Telephone: (903) 531-1232

June 26, 2024
DAT MAIL D

Proposal No: 24-025
(Numbe must appea on ALL o esponden e)

Closing Time: 2:00 pm

Closing Date: July 9, 2024

Add essed To:

lease espond a o ding to the inst u tions indi ated below fo the a ti les des ibed. To be onside ed, the p oposal must be submitted a o ding to the Cit of T le inst u tions. All items o se vi es alled fo must be in st i t a o dan e with the equi ements and spe ifi ations atta hed he eto o fu nished upon equest.

INST UCTIONS:
1. Keep dupli ate opies of the p oposal fo ou files.
2. Fede al x ise Taxes a e exempted, as well as Fede al T anspo tation Tax, State Tax, and Cit Sales Tax.
3. etu n this fo m if unable to p ovide a p oposal.
4. Spe if the T ade name o b and in spa e, if applicable.

u hasing Manage

Sealed p oposals to fu nish the following will be e eived in the u hasing Offi e @ 304 No th Bo de , T le , Texas 75702, Attn: She ettit until July 9, 2024, and opened b Cit Staff in the Cit Coun il Chambe s @ 212 No th Bonne , Cit Hall, 2nd Floo @ 2:00 pm on July 9, 2024.

RFP for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris Related Services

O OSAL ID NTIFICATION: The p oposal numbe , losing time, date, and equested item must appea on the outside of the envelope in the lowe left-hand o ne .

DATA SH TS: All esponde s must omplete ea h spe ifi ation data sheet in the spa es p ovided on ea h bid item, as well as all info mation equested on the p i e datasheet. The p i e, data, and spe ifi ations sheet a e he eb made a pa t of this p oposal.

D LIV Y: Delive must be stated in ou p oposal on the data sheet as the numbe of alenda da s f om the date of o de .

The Cit of T le ese ves the ight to eje t an and/o all p oposals, to waive an and/o all fo malities, and to awa d amount, o individual item basis.

In submitting the above, the vendo ag ees that a eptan e b the Cit of T le within a easonable pe iod pu hase total amount, partial onstitutes a binding ag eement.

In submitting the above equest and atta hed p oposal to the Cit of T le , I he eb e tif that we have not pa ti ipated in no been a pa ty to an ollusion, p i e fixing o an othe ag eements with an ompan , fi m, o pe son on e ning the p i ing of the en losed p oposal.

Net 30
INVOICING TERMS

CrowderGulf, LLC
COMPANY NAME

7/8/2024
DATE

Ashley Ramsay-Naile, President
AUTHORIZED REPRESENTATIVE (print)

Ashley Ramsay-Naile
SIGNATURE

See other side for TERMS AND CONDITIONS

* All Proposals Must Be Signed

TERMS A O T O S

roposals are requested for furnishing the items descri ed herein in accordance with the terms set forth. **ALL PROPOSALS MUST BE F.O.B. EST AT O** and include the cost of oxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original idder or contractor lia le for any and all resultant increased costs.

Samples, if requested y the City of Tyler, must e furnished at the idder's expense, and if not destroyed in testing or retained as a standard, will e returned on the same terms, if requested y the idder.

roposals may e withdrawn on written or telegraphic request received from idders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement y any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applica le, shall e shown in discount amount space provided on data sheets - **EX EPT TERMS FOR PROMPT PAYME T.**

For proper identification; proposal num er, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to urchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also e reason for cancellation of the urchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any proposal su mitted on a pu lic works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

ertificate of nterested Parties:
In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful idder must su mit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is su mitted to the **TY.** The law applies (with a few exceptions) only to a City contract etween a usiness entity and a governmental entity or state agency that either (1) requires an action or vote y the City Council efore the contract may e signed or (2) has a value of at least $1 million.

The ***Certificate of Interested Parties*** (Form 1295) must e filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information a out the Certificate of Interested arties Form 1295 rocedure, contact urchasing at (903) 531-1232.

PROPOSAL OF BIDDERS

The term RFP, PROPOSAL and BID are used as interchangeable terms in this document.

Page 1 of 3

All:

The following proposal is made for furnishing the materials/services for the City of Tyler, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Tyler, no person shall be favored or discriminated against with respect to any contract on account of age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/RFP, F.O.B. City of Tyler, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so doing the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller
Pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

PROPOSAL OF BIDDERS

In addition, the Vendor who wins a bid/proposal award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the City of Tyler by either Texas law, **and will remain in compliance with all of the above for the term of the bid award.**

SIGNATURE: Ashley Ramsay-Haile

PROPOSAL OF BIDDERS
Page 3 of 3

RFP #24-025
REQUEST FOR PROPOSAL FOR
STREET SWEEPING SERVICES

Respectfully Submitted,

PLEASE PROVIDE A COPY OF YOUR W-9

Ashley Ramsay-Naile
SIGNATURE

06/28/2024
DATE

Ashley Ramsay-Naile	President
PRINTED NAME	**TITLE**
CrowderGulf, LLC	Ashley Ramsay-Naile
COMPANY NAME	**CONTACT PERSON**

5629 Commerce Blvd E	Mobile	AL	36619
MAILING ADDRESS	**CITY**	**STATE**	**ZIP**
5629 Commerce Blvd E	Mobile	AL	36619
PAYMENT ADDRESS	**CITY**	**STATE**	**ZIP**

251-459-7430	251-459-7433
PHONE NUMBER	**FAX NUMBER**
jramsay@crowdergulf.com	www.crowdergulf.com
E-MAIL ADDRESS	**WEB PAGE**

HUB Vendor Status _____ **YES (attach certification)** __X__ **NO** _____

HUB VENDORS: HUB vendors (Historically Underutilized Business) are vendors who's company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm

NO PROPOSAL RESPONSE: If response is not received in the form of a "RFP Proposal" or "No Proposal Response" bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CrowderGulf, LLC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

5629 Commerce Blvd. E

6 City, state, and ZIP code

Mobile, AL 36619

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	1	–	0	6	2	6	0	1	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Ashley Ramsay-Nale Date 7/8/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CROWDER GULF

ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM

This company is an equal employment opportunity employer. It is the policy of this company to assure that applicants are employed, and that applicants are treated during employment, without regard to their race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law. Such action shall include: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job-training.

1. Publication and dissemination of this company's written policy of equal employment opportunity.
   A. Each employee is informed that we are an equal opportunity employer and where our policy is posted.
   B. Our policy is reviewed annually, or more frequently if required by contract, with all supervisory personnel.

2. Appointment of Equal Employment Officer charged with the responsibility of securing compliance and advising corporate Officials of progress.
   Equal Employment Officer: Mary G. White
   Office #: 251-478-6848
   Email: hr@crowdergulf.com

3. Notification of all recruitment sources that the company, as an equal opportunity employer, solicits referral of qualified applicants without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

4. The upgrading and promotion of employees shall be made based on qualifications and ability without regard to race, religion, sex, color, national origin, age, disability, veteran status, military obligations, genetic information or any other characteristics protected by law.

5. We request from all employees, especially minorities and females, that they refer any qualified friends or relatives to us for employment.

6. All company facilities and activities shall be non-segregated.

7. All Advertisements for employment shall contain the statement, "We are an Equal Opportunity Employer".

8. We continuously monitor, control, evaluate, and obtain feedback in regard to the application of our Equal Employment Opportunity policy at all levels.

9. All personnel activities shall be monitored to ensure that this Equal Employment Opportunity policy is being carried out.

10. CrowderGulf complies with all federal and state laws and regulations regarding Equal Employment Opportunity.

11. In succession to the previous EEO Officer, effective Mary G. White was appointed EEO Officer for the company effective 8/15/2011. Any person who believes he or she has been discriminated against should direct their complaint to Mary G. White.

Ashley Ramsay-Naile

Ashley Ramsay-Naile, President

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 312220

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CrowderGulf LLC / CrowderGulf Joint Venture, Inc.
Company Facility Address	5629 Commerce Blvd E Mobile, AL 36619
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	010626019
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

CERTIFICATE OF INTERESTED PARTIES

A new law in the state of Texas went into effect on January 1, 2016, which requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the Town prior to approval of the contract. More information can be found at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Once bid evaluations take place by city staff , you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form to the city before City Council approval can be considered.

You can fill out the form online, get a certificate number, and that number goes in the upper right box.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:

Date Filed:
07/08/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CrowderGulf, LLC.
Mobile , AL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP
Debris Removal Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Ramsay , Lyman M.	Mobile, AL United States	X	
Ramsay-Naile , Ashley	Mobile , AL United States	X	

SAMPLE

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ashley Ramsay-Naile, and my date of birth is 08-29-66.

My address is 5629 Commerce Blvd E (street), Mobile (city), AL (state), 36619 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Mobile County, State of Alabama, on the 8th day of July (month), 20 24 (year).

Ashley Ramsay-Naile
Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

CrowderGulf, LLC.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Ashley Ramsay-Waite

Signature of vendor doing business with the government entity

7/8/24

Date

must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. 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.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Ashley Ramsay-Naile
Signature of Contractor's Authorized Official

Ashley Ramsay-Naile
Name and Title of Contractor's Authorized Official

7/8/24
Date

27) **Procurement of Recovered Materials**

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

(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—

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

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

BONDS

The City of Tyler will accept the Bond Requirement Affidavit in lieu of bonds until a notice to proceed is issued to the contractor.

The City of Tyler will require the contractor, before beginning the work, to execute bonds with the City of Tyler Upon notice to proceed, the successful bidder shall provide:

- PERFORMANCE BOND: If the "Estimated Contract Total" amount shown on your proposal Bid Sheet is $100,000 or greater, the performance bond shall be $100,000. If the "Estimated Contract Total" amount is less than $100,000 a performance bond is not required. The performance bond shall be for a one-year term. A new bond affidavit shall then be submitted each year if the contract is renewed. The performance bond is solely for the protection of the City of Tyler; in the amount of the contract; and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents.

- PAYMENT BOND: If the "Estimated Contract Total" amount shown on your proposal Bid Sheet is $50,000 or greater, the payment bond shall be 100% of that amount but not greater than $100,000. If the "Estimated Contract Total" amount is less than $50,000 a payment bond is not required. The payment bond shall be for a one-year term. A new bond affidavit shall then be submitted each year if the contract is renewed. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

A bond required must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

A bond executed for a public work contract with the City of Tyler must be payable to the City of Tyler and using the form provided herein.

The bond must clearly and prominently display on the bond or on an attachment to the bond:

- the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

- the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

The City of Tyler does not require a contractor for any construction contract to obtain a surety bond from any specific insurance or surety company, agent, or broker.

STERLING SEACREST PRITCHARD

3111 West Dr Martin Luther King Jr Boulevard Suite 350
Tampa, FL 33607

813 498 1183 office
813.464 7807 fax

www.sspins.com

January 22, 2024

RE: CrowderGulf, LLC
Status of Bondability

To Whom It May Concern:

Sterling Seacrest Pritchard is proud to represent CrowderGulf, LLC. We consider them to be a premier contractor in their field and we do not hesitate to recommend them for your project needs.

Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++, XV" and provides a bonding program to CrowderGulf, LLC with single bond limits up to $250,000,000 and an aggregate program of $1,000,000,000. These limits are not to be construed as maximums but are established to handle the daily needs of our client.

As always, Travelers Casualty and Surety Company of America reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested. This letter is not an assumption of liability, nor should it be considered a bid, payment, or performance bond. If you should have any questions, please do not hesitate to contact us.

Sincerely,

Sterling Seacrest Pritchard

James C. Congelio

State of: Florida
County of: Hillsborough
The forgoing document was acknowledged before me
the 22nd day of January . 2024 .

Melissa Beckworth, Notary Public
My Commission Expires: January 13, 2027

MELISSA BECKWORTH
MY COMMISSION # HH 334024
EXPIRES: January 13, 2027

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

CrowderGulf, LLC
5629 Commerce Blvd. East
Mobile, AL 36619

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Tyler
304 North Border
Tyler, TX 75702

BOND AMOUNT: **$ Five Percent (5%) of the total Solicitation or Ten Thousand Dollars ($10,000.00), whichever is less**

PROJECT:
(Name, location or address, and Project number, if any)

Disaster Debris Removal Reduction, Disposal, and other Emergency Debris Related Services RFP Package
RFP# 24-025

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **9th** day of **July, 2024**

Melinda Edwards
(Witness)

CrowderGulf, LLC
(Principal) *(Seal)*
By: Ashley Ramsey-Wade
(Title) President

Melissa Beckworth
(Witness) **Melissa Beckworth, Account Executive**

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*
By:
(Title) **James C. Congelio**, Attorney-In-Fact
Surety Phone No. **813-498-1183**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

S-0054/AS 8/10

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMES C CONGELIO** of **TAMPA**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **July**, **2024**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

BOND REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE BONDING AGENT.

I, the undersigned agent, certify that the bonding requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able, within ten (10) working days after being given notice to proceed, to furnish the required payment and performance bonds the CITY(IES) meeting all of the requirements contained in this bid.

Agent Signature

James C. Congello, Attorney-In-Fact
Printed Name

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

Sterling Seacrest Pritchard
Name of Insurance Carrier

3111 W Dr. MLK Jr. Blvd., Suite 350	Tampa	FL	33607
Address of Agency	City	State	Zip

813-498-1183	813-464-7807	jcongello@sspins.com
Phone #	Fax #	Email Address

CrowderGulf, LLC
Vendor / Contractor Name

Acknowledgement

Subscribed ad Sworn before me by the above named James C. Congello, Attorney-In-Fact

On this 9th day of July, 20~~1~~24

(seal)

MELISSA BECKWORTH
MY COMMISSION # HH 334024
EXPIRES: January 13, 2027

Notary Public in and for the State of Florida

Melissa Beckworth

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at City of Tyler, Purchasing at 903-531-1232.

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able, within ten (10) working days after given notice to proceed, to furnish a valid insurance certificate to the City of Tyler meeting all the requirements contained in this bid.

Agent Signature

Josh Russell
Printed Name

The Gray Insurance Company
Name of Insurance Carrier

753 Nichols Avenue, Fairhope, AL 36532
Address of Agency | City | State | Zip

251-279-6373 | Fax # | Josh@pathwayinsgroup.com
Phone # | Email Address

Crowder Golf, LLC
Vendor / Contractor Name

Acknowledgement

Subscribed ad Sworn before me by the above named Josh Russell

On this 1st day of July, 2024.

(seal)

Notary Public in and for the State of Alabama

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at City of Tyler, Purchasing at 903-531-1232.

ATTACHMENT A: PRICING SHEET

PATHWAY
INSURANCE GROUP

RE: CrowderGulf LLC & CrowderGulf Joint Ventures, Inc.

To Whom It May Concern:

Pathway Insurance Group handles all insurance for CrowderGulf. The current coverages and limits carried by CrowderGulf are some of the highest in their industry and have been vetted by risk managers, municipalities, and other organizations throughout the country. We believe these limits are reasonable considering the scope of work performed by CrowderGulf. The insured also does an excellent job with its subcontractor program and vetting subcontracts and insurance limits maintained by their subcontractors. We are also in constant communication with the leadership at CrowderGulf regarding the state of the insurance marketplace and their activations.

However, in the event of an activation that warrants higher limit requirements, additional limits are readily available to CrowderGulf in the marketplace within 24-48 hours from our current insurance carriers as well as others in the market.

I have attached a sample of their current limits of coverage for your convenience. Please feel free to reach out to me regarding any questions related to the insurance for CrowderGulf.

Sincerely,

Robby Farmer
Vice President
Pathway Insurance Group LLC

739

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2023

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

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

PRODUCER Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	CONTACT NAME: Nina Glover PHONE (A/C, No, Ext): (251) 279-6373 FAX (A/C, No): E-MAIL ADDRESS: nina@pathwayinsgroup.com
INSURED CrowderGulf, LLC 5629 Commerce Blvd. E. Mobile AL 36619	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Gray Insurance Company - Best Rating A-VIII — 36307 INSURER B : Westchester Surplus Lines Insurance INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2341910089 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			XSGL-100090	07/01/2022	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			XSAL-100100	07/01/2022	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			GXS-100169	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		GWC-100174	07/01/2022	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Contractors Pollution Liab. Coverage Includes Transportation Poll Cov. End			G71538825002	07/01/2023	07/01/2025	Each Pollution Condition General Aggregate Limit	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, when required by written contract

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

REGIONS

January 10, 2024

Re: Bank Reference for Crowder Gulf, LLC and Crowder Gulf Joint Venture, Inc.

Please consider this letter as verification that Crowder Gulf, LLC and its wholly owned entity, Crowder Gulf Joint Venture, Inc., are one of Regions Bank's valued customers. Regions is privileged to have serviced the operating accounts of the companies since 1987, with all accounts handled in an exemplary manner.

The company currently maintains balances in the upper eight figures and a line of credit in the amount of $150,000,000.00.

If you have any questions, please contact me at 251-438-8059.

Sincerely,

Scottie Green
Vice President
Commercial Banking
scottie.green@regions.com

SHEILA E. BRYANT
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 03-27-2027

Sheila E Bryant 1-10-2024

RFP# 24-025 for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris Related Services for the City of Tyler, TX.

Questions:

Ashley Ramsay-Haile

- **Will the awarded contractor be activated immediately to respond to debris cleaning as a result of the severe storms last month?**

  It has not been determined at this point. Once the award has been approved, the decision will be based on the cleanup's status.

- **Are there any pre-identified DMS locations? If so, can you please provide the locations?**

  A pre-identified DMS location(s) has not been determined at this time.

- **Can you please provide the bid tabulations, price evaluations, and awardees from the previous bidding cycle?**

  This is the first time the City of Tyler has processed an RFP for Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris-Related Services.

- **Does the city have a preferred final disposal site?**

  The City of Tyler does not have a preferred final disposal site currently.

- Regarding "15. Escalation" traditionally, this is triggered at the time of renewal based on the Consumer Price Index (CPI). Will this be acceptable?

Price re-determination shall only be considered by the City of Tyler 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.: Insurance Coverage rates, etc.). The City of Tyler reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the City of Tyler.

Prices awarded under this proposal may not be changed. However, should unforeseen circumstances occur that will cause the awarded contractor to request an increase, the request must be submitted to the Purchasing Manager in the affected municipality in writing. The contractor must include with the request the appropriate contract number and documentation from the manufacturer and/or published price sheets to support the request. All price increases must be based upon product cost ONLY, and documentation of the price increase is required. Awarded proposal prices must be held firm for one year from the date of the contract, after which an escalator can be invoked. Prices can only escalate 25% over the firm proposal price over the life of the contract. A

request must be made 30 days in advance of the effective date of the increase. The City of Tyler reserves the right to accept or reject the request.

Consequently, any decrease in price shall be passed onto the City of Tyler as well. Vendors are obligated to treat price decreases equally to price increases during the contract's tenure.

- **Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:**
  - **Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals?**
  - **Will some of the line-item prices offered be excluded from the pricing evaluation? If so, which line items will be included, and which will be excluded?**
  - **Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated?**
  - **Will all pricing line items be evaluated equally, or will some line items receive more importance in the evaluation?**

Each proposal will be evaluated after the opening date. The evaluation criteria used for ranking are as follows:

Experience	25 points
Ability to Perform the Work	25 points
Cost	20 points
Safety Record	20 points
Other Contractual Obligations	10 points

The proposal with the highest overall score will be considered the highest-ranked proposal and will be considered first for selection of any award.

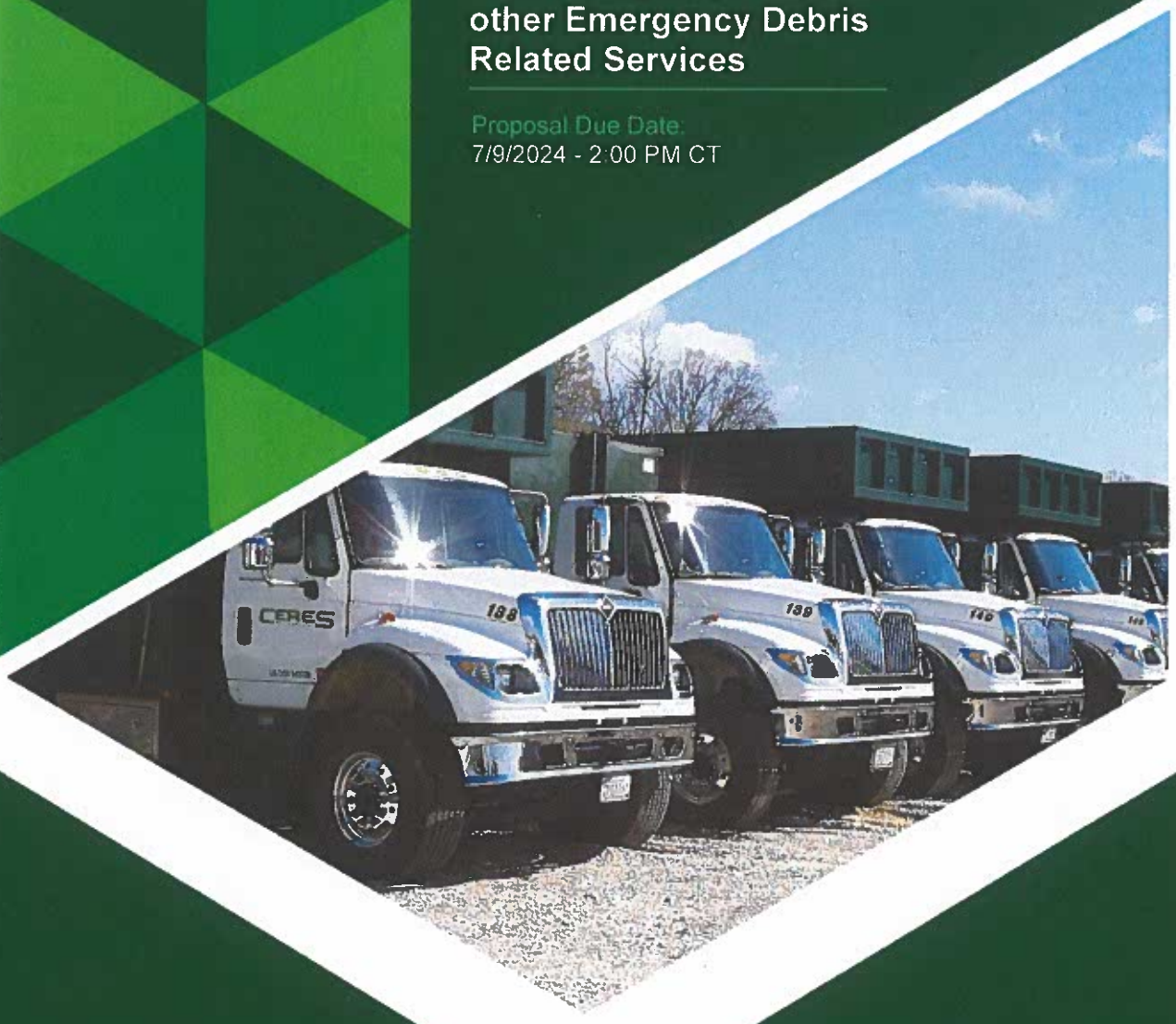
CERES ENVIRONMENTAL

COPY

9625 Windfern Road
Houston, Texas 77064

RFP No. 24-025 Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris Related Services

Proposal Due Date:
7/9/2024 - 2:00 PM CT



Prepared For:
City of Tyler
Purchasing Department
304 North Border Ave.
Tyler, TX 75702

Contact:
Tia Laurie
Corporate Secretary
contact@ceresenv.com
(800) 218-4424

Proposal
in Response to

City of Tyler

RFP No. 24-025

Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris Related Services

304 North Border Ave.

Tyler, TX 75702

Contact Person: Tia Laurie
contact@ceresenv.com

July 09, 2024

CERES ENVIRONMENTAL

9625 Windfern Road
Houston, Texas 77064
Tel. (800) 218-4424
Fax (866) 228-5636

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BID BOND

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CERES ENVIRONMENTAL

July 8, 2024

City of Tyler
Attn: Sherry Pettit
Purchasing Department
304 North Border Ave.
Tyler, TX 75702

RE: **RFP No. 24-025 Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris Related Services**
Due: July 09, 2024, at 2:00 PM CT

Dear Evaluation Committee:

We are pleased to submit the enclosed proposal for the **City of Tyler RFP No. 24-025 Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris Related Services.** Ceres Environmental Services, Inc. is a national leader in disaster recovery and a government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and separation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

Particularly in Texas, Ceres has a unique and unmatched ability to immediately respond to significant debris generating events with company-owned assets. Our sister company, The Ground Up, operates a 35-acre mulching facility and two other retail locations in the Houston metropolitan area. Many of Ceres' 2,019 pieces of equipment are maintained and dispatched from our Houston facility, **just over 3 hours from Tyler.** During Hurricane Harvey, the Houston yard converted into a Logistical Staging Area rescuing flooded residents with high water vehicles while simultaneously dispatching equipment for debris clearance and collection. If an event affects our Houston office, Ceres maintains other offices in Houma, LA, Sarasota, FL, Brooklyn Park, MN, and Cameron Park, CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

Mike Beevers, the **Project Manage**r for the City, is a resident of Tyler. He is an experienced, knowledgeable veteran of disaster debris operations with personal knowledge of the City, its roads, neighborhoods and infrastructure. He will be a valuable asset to the City in the event of an emergency.

Ceres has responded to clients in Texas impacted by hurricanes, tornados, winter storms, floods and derechos. This along with operating a Texas-based mulching company has helped Ceres build trusted relationships with Texas Division of Emergency Management, Texas Commission on Environmental Quality and Texas Department of Transportation to provide disaster guidance and quickly permit debris sites.

From 2016 to 2023, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres' extensive experience and unique capabilities for Tyler.

- Across the U.S., Ceres has loaded, hauled, managed, reduced, and disposed of **over 42,600,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **$2 Billion** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables of more than **$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry -- **2,019 pieces of equipment**.
- Ceres has the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 17 grinders and 10 air curtain incinerators.
- Ceres has **61 full-time disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.

- Ceres received an **"Exceptional"** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in Southwest Georgia, Hurricane Irma/Maria in the U.S. Virgin Islands, and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day**. This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day**.

Ceres also maintains a database of 3,346 subcontractors with **a pool of preselected subcontractors** to ensure rapid mobilization during any activation. If awarded, Ceres commits to working to identify additional MBE, WBE, SBE, and DBE contractors for debris removal, and conducting a subcontractor workshop in Tyler within the first year. Local contractor utilization and keeping dollars in the local community is a cornerstone of Ceres response and long-term operations.

David A. McIntyre, Sole Shareholder and President; John Ulschmid, Vice President; and Tia Laurie, Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll-free number (800) 218-4424.

We look forward to the opportunity to be your supplier of disaster debris management services.

Sincerely,

Tia Laurie
Corporate Secretary
Ceres Environmental Services, Inc.

Enc.

Ceres Environmental Services Facts and Highlights

Founded in 1976 and incorporated in 1995, Ceres Environmental Services, Inc. has provided emergency management and other services for **48 years** to government entities throughout the United States.

- Ceres has **never defaulted on a contract or failed to complete any work awarded.**
- **No client of Ceres has been denied eligible reimbursement for work Ceres has performed.** Ceres' professional staff assists our clients, upon request, with the preparation and submission of project worksheets for FEMA and other agencies.
- **No Regulatory or License Agency Sanctions** have ever been imposed on Ceres or any of its principals.
- Ceres' policy and practice is to **utilize qualified local small and disadvantaged business enterprises** to the maximum extent practicable to further aid in the recovery of the community.
- Exemplary Performance on **over $2.5 billion dollars** of Emergency Debris Management contracts awarded by various government agencies within the past 30 years on over 330 FEMA-funded contracts.
- Following Hurricane Michael, Ceres was activated by the USACE in **13 counties in Southwest Georgia**. Ceres collected and hauled a total of 4,236,363 cubic yards (CY) of debris in 90 days, with a **maximum haul of 140,330 CYs in a single day**.
- In all of 2017, Ceres **received 54 major contract activations from cities, counties, and in the U.S. Virgin Islands (USVI)** for debris removal and off-island debris disposal. For the USVI work, Ceres received t**he highest possible contract evaluation – Exceptional – in all categories for its pre- and post-Hurricanes Irma and Maria responses.**
- Ceres responded to the Louisiana flooding in 2016, **removing over 1,000,000 cubic yards of debris** as well as damaged white goods and putrescent food.
- Following Hurricanes Hermine and Matthew, Ceres was activated on **20 contracts over four states**: Florida, Georgia, South Carolina, and North Carolina. Ceres successfully removed **more than 3,000,000 cubic yards** of hurricane debris resulting from Hermine and Matthew despite already working in Louisiana following the flooding.
- Ceres responded to the Midwestern flooding and Hurricanes Dolly, Gustav, and Ike during 2008 and **fulfilled all obligations for nine separate contracts**, seven of which were performed simultaneously.
- Performed **simultaneous Hurricanes Katrina, Rita, and Wilma recovery operations** in three states throughout 44 counties and parishes.
- During Hurricane Katrina recovery, 45,000 cubic yards of debris were hauled on the first day of operations and up to 200,000 cubic yards daily after that. In total, **more than 13 million cubic yards** were hauled and processed.
- Performed **over 40,000 Right of Entry (ROE) work orders for "Blue Roof" repairs** for the U.S. Army Corps of Engineers on five contracts, with concurrent operations in over 30 counties.
- Recipient of the **Million Work Hours Award** for our **superb safety record** on the Katrina Debris project for the U.S. Army Corps of Engineers.
- Federal Employer Identification Number 41-1816075

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 13th day of October 2021:

WHEREAS, the Corporation desires to prepare and execute contract documents including but not limited to addendums, change orders, notices to proceed and task orders, and the Corporation desires to grant the authority to the Corporate Secretary, Tia Laurie, to sign and execute such contractual documents on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Tia Laurie, Corporate Secretary, the authority to sign and bind the Corporation in matters related to the execution of contractual documents.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.

David A. McIntyre
President and Sole Director/Shareholder

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Ceres Environmental Services, Inc.

6371 Business Boulevard, Suite 100
Sarasota, FL 34240

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
City of Tyler
304 N. Border Ave.
Tyler, TX 75702

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
Proposal No. 24-025, RFP for Disaster Debris removal Reduction, Disposal, and other Emergency Debris Related Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of July, 2024

Sammy L Hunt
(Witness)

Ceres Environmental Services, Inc.
(Principal) *(Seal)* (NO SEAL)
(Title) Corporate Secretary

Sandra M Engstrum
(Witness) **Sandra M. Engstrum**

Liberty Mutual Insurance Company
(Surety) *(Seal)*
(Title) **Joshua R. Loftis, Attorney-in-Fact**

LIBERTY MUTUAL INSURANCE COMPANY 1912 BOSTON MASSACHUSETTS
Seal No. 6820

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Florida)

COUNTY OF Sarasota)

On this 2 day of July, in the year 2024, before me personally appeared Tia Laurie Corporate Secretary of Ceres Environmental Services, Inc., known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

MEGAN ANNE FOY
Notary Public - State of Florida
Commission # HH 446411
My Comm. Expires Sep 20, 2027
Bonded through National Notary Assn.

Megan Foy, Notary Public

My Commission Expires: 9/20/2027

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

COUNTY OF Hennepin)

On this 1st day of July, in the year 2024, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Liberty Mutual Insurance Company, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Liberty Mutual Insurance Company, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

SANDRA M. ENGSTRUM
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2026

Sandra M. Engstrum, Notary Public

My Commission Expires: January 31, 2026

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210698 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of July, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

1 EXPERIENCE

1.1 Past Performance

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 330 FEMA-reimbursed projects. Below is a selection of our past performance from the last ten (10) years; additional details on our past performance are available upon request.

Owner & Location	Title of Work	Value	CY	Time Period	Description
Slidell, LA	Emergency Push following a Tornado	$13,217.40	Hourly	April 2024	Removed debris from roadways
St Tammany Parish, LA	Tornado Debris Removal	$700,819	54,417	April 2024	Disaster debris removal and reduction following an EF2 tornado
Rockdale County, GA	Debris Removal for Emergency Management Agency	$346,773	30,606	April 2024	Disaster debris removal, reduction, and disposal following am EF2 tornado
Merced County, CA	Agreement for Special Services – Flood Debris Removal	$1,732,223	65,978	July 2023 –March 2024	Removal and reduction of Debris following flood event
Cape Coral, FL	Vacant Lot Debris Removal	$2,923,339.56	Time and Materials	October 2023 – April 2024	Private Property Debris Removal from vacant lots following Hurricane Ian
FDOT District 2 – Taylor County, FL	Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations	$30,991,644	1,752,129	September 2023 – February 2024	Removal and reduction of Debris following Hurricane Idalia
Columbia County, FL	Disaster Debris Removal and Disposal	$663,803	52,643	September – November 2023	Removal and reduction of Debris following Hurricane Idalia
Taylor County, FL	Debris Management Services Contract	$365,308	23,614	September - November 2023	Removal and reduction of Debris following Hurricane Idalia
St. Tammany Parish, LA	Waterway Debris Removal	$8,381,699	381,333 LF	September 2022 - September 2023	Removal of debris from waterways throughout the Parish.
City of Perry, FL	Hurricane Idalia Debris Removal and Disposal Services	$249,218	15,715	September - October 2023	Removal and reduction of Debris following Hurricane Idalia
Glynn County, GA	Debris Removal and Disposal Services	$332,556	25,440	September – November 2023	Removal and reduction of debris following Hurricane Idalia
State of Vermont	Debris Management Services	$634,553	1,855.7 CY of Veg and 5920 Tons of C&D	July – September 2023	Removal of Debris Following July Severe Flooding Event
Shreveport, LA	Vegetative Storm Debris Removal and Disposal Services	$2,180,607	195,220	July – September 2023	Removal of Debris Following June Major Storm
Tulare County, CA	Flood and Storm Debris Removal	$231,921.72	5,982.25	March – September 2023	Removal of Debris Following Flood Disaster

Owner & Location	Title of Work	Value	CY	Time Period	Description
Livingston Parish, LA	Vegetative Debris Removal from Parish Waterways	$65,467,989	3,306,224 Linear Feet	May 2018 – September 2023	Removal of waterway debris as part of the NRCS funded Emergency Watershed Protection Project
Harris County, TX	Emergency Services for Debris Clearing, Removal and Disposal, and Operation of Temporary Staging and Reduction Sites	$423,305.10	21,152.35	June – July 2023	Removal of Debris Following June Windstorm
Carroll County, MS	MS Exigent Circumstances-Tornadoes	$362,202	34,613.30	March – July 2023	Removal of Debris Following March Mississippi Tornados
Williamson County, TX	Debris Management Services	$3,422,753	95,550 CY	March-June 2023	Removal of Debris Following Winter Storm Mara
Austin, TX	Debris Removal Services	$2,895,125	235,346	February -March 2023	Removal of Debris Following Winter Storm Mara
Arcadia, FL	Emergency Debris Removal and Disposal Services	$1,400,512	97,379	September 2022 – November 2022	Removal of Debris Following Hurricane Ian
Bradenton, FL	Disaster Debris Collection Services	$588,862	34,738	September – November 2022	Removal of Debris Following Hurricane Ian
Cape Coral, FL	Emergency Disaster Assistance and Debris Removal	$64,888,996	2,707,047	September 2022 – May 2023	Removal of Debris Following Hurricane Ian
Deltona, FL	Emergency Debris Removal Services	$1,735,331	142,427	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Collier County	Emergency Debris Removal Operations	$18,486	440 trees 240 CY	December 2022	Removal of Debris Following Hurricane Ian
FDOT, District 1- Hendry County	Emergency Debris Removal Operations	$17,259	1,218	January 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Lee County	Emergency Debris Removal Operations	$820,572	45,262	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Manatee County	Emergency Debris Removal Operations	$935,156	45,768	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
FDOT, District 1- Sarasota County	Emergency Debris Removal Operations	$1,346,299	67,002	October 2022 – February 2023	Removal of Debris Following Hurricane Ian
Hardee County, FL	Debris Management	$2,712,465	170,673	September 2022 – November 2022	Removal of Debris Following Hurricane Ian
Holmes Beach, FL	Debris Removal Services	$168,790	8,481	October – November 2022	Removal of Debris Following Hurricane Ian
Indian River County, FL	Disaster Debris Removal and Disposal	$138,002	9,952	October – November 2022	Removal of Debris Following Hurricane Ian

Owner & Location	Title of Work	Value	CY	Time Period	Description
Longwood, FL	Disaster Debris Removal Services	$236,358	14,485	October 2022 – November 2022	Removal of Debris Following Hurricane Ian
Manatee County, FL	Debris Management Services and Emergency Response Management and Recovery Services	$2,091,469	136,011	October 2022 – December 2022	Removal of Debris Following Hurricane Ian
Melbourne, FL	Disaster Debris Removal Services	$358,039	37,043	October 2022 – December 2022	Removal of Debris Following Hurricanes Ian and Nicole
Mt. Dora, FL	Emergency Debris Hauling and Disposal	$112,132	8,774	September – December 2022	Removal of Debris Following Hurricanes Ian and Nicole
North Port, FL	Disaster Debris Clearance and Removal Services	$42,031,396	2,446,843	October 2022 – March 2023	Removal of Debris Following Hurricane Ian
Palmetto, FL	Emergency Response Debris Removal Services	$309,118	26,293	October 2022 – November 2022	Removal of Debris Following Hurricane Ian
Sarasota County, FL	Disaster Debris Collection, Reduction and Disposal	$623,932	54,499	September 2022 – January 2023	Removal of Debris Following Hurricane Ian
Sarasota, FL (City of)	Disaster Recovery Services	$2,405,850	114,340	October 2022 – January 2023	Removal of Debris Following Hurricane Ian
Sebastian, FL	Disaster Debris Removal and Disposal	$28,353	3,161	October 2022	Removal of Debris Following Hurricane Ian
Seminole County, FL	Disaster Debris Hauling	$2,573,750	182,533	October 2022 – January 2023	Removal of Debris Following Hurricane Ian
Wellington, FL	Disaster Recovery Services	$39,052	3,387	October 2022	Removal of Debris Following Hurricane Ian
Winter Park, FL	Emergency Debris Management Services	$270,711	19,822	October – November 2022	Removal of Debris Following Hurricane Ian
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	$781,869.60	52 Acres	March – June 2022	Removal of debris and cleaning of drainageway
City of Cedar Rapids, IA	Drainageway Derecho Cleanup	$518,591.40	42 Acres	March – June 2022	Debris Clearance and Removal Services
St. Helena Parish Police Jury, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	$5,036,779	349,389	September 2021 – April 2022	Removal and disposal of debris following Hurricane Ida
Kenner, LA	Post-Disaster Debris Collection, Processing and Disposal Services	$5,015,066	239,906	September - December 2021	Removal and disposal of debris following Hurricane Ida

Owner & Location	Title of Work	Value	CY	Time Period	Description
East Feliciana Parish, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	$1,123,044	32,252	September - December 2021	Removal and disposal of debris following Hurricane Ida
Mandeville, LA	Emergency Debris Removal and Disposal	$5,576,418	306,702	September-December 2021	Removal and disposal of debris following Hurricane Ida
Covington, LA	Debris Removal and Site Management for Debris Reduction, Emergency Roadway Debris Clearance and Waterway Debris Removal	$3,550,181	157,712	September - December 2021	Removal and disposal of debris following Hurricane Ida
Westwego, LA	Emergency Debris Removal	$298,695	18,787	September – December 2021	Removal and disposal of debris following Hurricane Ida
Denham Springs, LA	Disaster Debris Management and Disposal Services	$984,710	70,589	September-November 2021	Removal and disposal of debris following Hurricane Ida
Gonzales, LA	Disaster Debris Removal	$1,493,917	106,041	September - October 2021	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 1)	Debris Collection, Removal, Processing, and Disposal	$2,635,055	112,085	September-January 2022	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 2)	Debris Collection, Removal, Processing, and Disposal	$2,149,393	72,289	September-January 2022	Removal and disposal of debris following Hurricane Ida
New Orleans, LA (Zone 3)	Debris Collection, Removal, Processing, and Disposal	$2,436,468	97,421	September-January 2022	Removal and disposal of debris following Hurricane Ida
Richwood, TX	Debris Removal and Disposal Services	$140,461	11,437	September-October 2021	Removal and disposal of debris in response to Tropical Storm Nicholas
Thibodaux, LA	Disaster Debris Management Services	$1,653,961	105,691	August – November 2021	Removal and disposal of debris following Hurricane Ida
Livingston Parish, LA	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	$23,019,328	1,322,210	August 2021 – January 2022	Removal and disposal of debris following Hurricane Ida
Larimer County, CO	Poudre Canyon Mudslide	$308,779	3,655 CY	July – Aug 2021	Debris removal following a mudslide in Poudre Canyon. Debris included land and waterway vegetation, C&D, and hazardous materials such as asbestos.
Larimer County, CO	Cameron Peak Fire 2020 - Debris Management Services	$3,860,431	14,207 trees	May-July 2021	Hazard tree removal steep slope tree removal, and tree grinding following Cameron Peak Fire in Colorado

Owner & Location	Title of Work	Value	CY	Time Period	Description
Harris County, TX	Emergency Services for Debris Clearing, Removal, Disposal & Operations of TDSRS	$398,476	Hourly + 3,932 CY	March – April 2021	Removal and disposal of debris in response to Winter Storm Uri.
Linn County, IA	Derecho Storm Debris Removal from Waterways	$89,353	3,284	June-August 2021	Removal of waterway debris following the 2020 Derecho in Iowa
Sabine River Authority, LA	Disaster Debris Management and Other Ancillary Services Agreement	$5,560,812	119,572	February-May 2021	Removal of Hurricane Laura debris from levee systems
Pearland, TX	Debris Management Services	$43,695.90	2,210	February-March 2021	Debris removal and disposal services as a result of Winter Storm Uri.
Nacogdoches, TX	Post Disaster Debris Collection, Processing, and Disposal Services	$243,582.77	Hourly	March – April 2021	Removal and disposal of debris generated by Winter Storm Uri.
Oregon Department of Transportation (ODOT)	Hazard Tree Removal Services	$36,294,618	22,311 trees	February 2021 – April 2022	Hazard Tree Removal in 3 Operational Branches: Branch 1: Archie Creek Fire, Douglas County, Branch 5: Thielson Fire, Douglas County and Branch 6: Two Four Two Fire, Klamath County.
Oklahoma Emergency Management Agency (OEMA)	Emergency Debris Removal	$3,024,587	205,069	November 2020 – January 2021	Ice Storm Debris Grinding
Calumet, OK	Emergency Debris Removal Services	$99,755.70	9,509.60	December 2020	Ice storm debris removal within the City limits of Calumet.
Oklahoma City, OK	Emergency City Street Access Tree and Debris Removal	$487,300.00	5000 Tons	December 2020 - Current	Removal and disposal of vegetative debris generated by the 2020 ice storm.
Piedmont, OK	Emergency Debris Removal Services	$453,242.22	40,573.70	November - December 2020	Vegetative debris removal as a result of the 2020 ice storm.
New Orleans, LA (Zone 1)	Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal	$884,403.50	42,742	November - December 2020	Debris removal, processing, and disposal as a result of Hurricane Zeta.
New Orleans, LA (Zone 3)	Disaster Street – Clearing and Debris Collection, Removal, Processing and Disposal	$534,109.88	20,244	November - December 2020	Debris removal, processing, and disposal as a result of Hurricane Zeta.
Kingfisher, OK	Emergency Debris Removal Services	$377,799.11	46,241.50	November - December 2020	Ice storm debris removal within the City limits of Kingfisher.
El Reno, OK	Emergency Debris Removal Services	$1,381,052.01	98,408.50	November - December 2020	Vegetative debris removal as a result of the 2020 ice storm.
Lafourche Parish, LA	Debris Removal & Recovery Services	$773,850.27	57,130	November 2020 - January 2021	Removal, reduction and disposal of debris generated by Hurricane Zeta.
Nederland, TX	Debris Removal Services	$296,976.60	36,155.87	October - November 2020	Debris removal as a result of Hurricane Delta.

Owner & Location	Title of Work	Value	CY	Time Period	Description
Scott, LA	Debris Removal and Disposal Services	$370,425.99	16,099.15	October - November 2020	Removal and disposal of debris generated from Hurricane Delta.
St. Martin Parish, LA	Pre-Positioned Disaster Debris Removal Contract	$587,092.19	30,600.80	October - November 2020	Debris removal, reduction and disposal as a result of Hurricane Delta.
Allen Parish, LA	Debris Removal and Disposal Service	$8,526,706.44	550,846.00	September - December 2020	Collection and disposal of debris generated from Hurricane Laura.
Escambia County School Board, FL	Tree Debris Removal	$793,494.35	5,732.70	September - October 2020	Debris removal and disposal as a result of Hurricane Sally.
Santa Rosa County, FL	Disaster Debris Removal Services	$9,394,981.31	595,746	September 2020 – Feb 2021	Collection, reduction and disposal of debris generated from Hurricane Sally.
Vermilion Parish, LA	Pre-Positioned Disaster Debris Removal Contract	$4,905,458.09	265,883.85	September 2020 - January 2021	Hurricane Laura debris removal and disposal.
Linn County, IA	Debris Clearance and Removal Services (Pre-Event Contract)	$9,476,677	681,998	September 2020 - January 2021	Removal and disposal of debris resulting from August derecho.
Pharr, TX	Catastrophic Event Debris Removal Contract	$254,362.26	29,995.55	August – September 2020	Hurricane Hanna debris collection, reduction, and disposal.
Linn County, IA	Debris Clearance and Removal Services (30-day Post-Event Contract)	$6,662,897.33	479,167.52	August - September 2020	Removal and disposal of debris resulting from August derecho.
Hidalgo County, TX	Debris Removal and Disposal Services	$1,489,567.28	187,135.05	August - September 2020	Hurricane Hanna debris collection and disposal.
Cameron Parish, LA	Debris Clearance and Removal Services	$28,880,677	1,151,059	August 2020 – May 2021	Removal, reduction, and disposal of debris generated from Hurricane Laura and Hurricane Delta.
City of Edinburg, TX	Disaster Debris Removal and Recovery Services	$931,991.86	109,904.70	August – September 2020	Debris removal and disposal as a result of Hurricane Hanna.
Santa Rosa County, FL	Disaster Debris Removal Services	$618,321.55	47,518	May – June 2020	Debris removal and disposal as a result of severe weather in April 2020.
Jones County, MS	Tornado Debris Removal and Disposal Services	$3,273,295.10	240,056.40	May – August 2020	Collection, reduction by air curtain incineration, and disposal of tornado generated debris.
Hamilton County, TN	Emergency Debris Collection and Disposal Services	$5,369,509.79	409,504.30	April – June 2020	Tornado debris collection, reduction, and disposal.
CalRecycle	Fire Debris Removal and Recovery Services for the Camp Fire in Butte County	$246,156,950	768,458.69 tons; 3083 ROEs	January 2019 – May 2020	Wildfire Structure and Debris removal in Butte County, CA Camp Fire
U.S Army Corps of Engineers; Southwest GA, multiple counties	W912P814D0020 (ACI) Debris Management: Hurricane Michael Debris Removal	$134,159,610	4,271,053	October 2018 – March 2019	Removal of debris and hauling following Hurricane Michael within 13 Southwest Georgia Counties.

Owner & Location	Title of Work	Value	CY	Time Period	Description
U.S. Army Corps of Engineers; Sacramento, CA	Debris Removal and Processing for Lake, Mendocino, and Napa Counties, CA	$37,652,633.00	84,000 tons	January 2018-June 2018	Wildfire Structure and Debris Removal, Reduction, Hauling and Disposal in Lake, Mendocino, and Napa Counties, California
USACE – Virgin Islands	W912P8-14-D- 0020, Debris Management	$55,448,300.75	1,029,505	October 2017 – May 2019	Removal and reduction of debris resulting from Hurricanes Irma and Maria; site management and restoration
City of Albany, GA	Debris Removal and Disposal Services	$4,541,937.19	340,779	February-May 2019	Removal of debris resulting from Hurricane Michael
Dougherty County GA	Debris Removal and Disposal Services	$1,664,063.35	41,879	February-May 2019	Removal of debris resulting from Hurricane Michael
Miller County, GA	Debris Removal and Disposal Services	$89,394.77	5,203	March 2019	Removal of debris resulting from Hurricane Michael
FDOT – District 3	Debris Removal and Disposal Services	$49,589,902.77	3,358,266	October 2018 - May 2019	Removal of debris resulting from Hurricane Michael in Jackson and Washington Counties
City of Albany, GA	Disaster Debris Clearance and Removal Services	$2,270,136.69	490,310	October 2018	Removal of debris resulting from Hurricane Michael
Dougherty County, GA	Disaster Debris Clearance and Removal Services	$1,368,389.28	267,998	October 2018	Removal of debris resulting from Hurricane Michael
Leon County, FL	Debris Removal and Disposal Services	$2,561,300	98,209	October - November 2018	Removal of debris resulting from Hurricane Michael
Tallahassee, FL	Disaster Debris Clearance and Removal Services	$1,668,183	63,932	October – November 2018	Debris removal (including tree and limb removal) and temporary debris staging and reduction site management following Hurricane Michael.
Florida A&M University (FAMU)	Disaster Debris Clearance and Removal Services	$14,216.42	1,150	October 2018	Removal of debris resulting from Hurricane Michael
Jackson County, FL	Disaster Debris Clearance and Removal Services	$2,622,134.88	38,246	October 2018 – December 2019	Emergency debris road clearance, debris removal, staging and reduction following Hurricane Michael.
NC Dept of Agriculture	RFQ#: 10-RFQ-007994 Carbon Source Material Delivery	$4,543,359.47	143,189	September – December 2018	Mulch hauling for animal remains cleanup following Hurricane Florence.
Town of St James, NC	Disaster Debris Removal Services	$471,415.00	58,849	September – October 2018	Removal of debris from Hurricane Florence.
Atlantic Beach (Town) - Co-op w/ HSCWA	Disaster Debris Removal Services	$916.87	7.65 Tons	October – November 2018	Removal of debris from Hurricane Florence.
Lenoir County, NC	Disaster Debris Removal Services	$715,958.68	34,662	September – November 2018	Removal of debris from Hurricane Florence.
University of North Carolina	Disaster Debris Removal Services	$215,879.26	19,933	October 2018	Removal of debris from Hurricane Florence.
Horry County, SC	Disaster Debris Removal Services	$372,955.98	4,181	October – November 2018	Removal of debris from Hurricane Florence.

Owner & Location	Title of Work	Value	CY	Time Period	Description
NC Department of Transportation Division 2-Jones CO	Disaster Debris Removal Services	$509,103.88	3,479	October 2018 – January 2019	Removal of debris from Hurricane Florence.
City of Olathe, KS	Debris Removal and Disposal Services	$129,286.77		January 2019 – February 2019	Debris removal as a result of the January 2019 snowstorm.
Brookfield, CT	Disaster Debris Collection, Hauling, Grinding, Site Management and Disposal	$1,006,164.66	Haul: 47,396 Grinding: 61,594	June – July 2018	Collection, hauling, grinding, site management and disposal of debris generated by a Macroburst Storm event in May of 2018.
DTOP Central and South Regions	Contract No 2018-000-175 and Contract No. Contract No 2018-000-176, Debris Removal, Hauling, Consolidation, Processing and Disposal Services (Hurricane Maria)	$39,789,170.25	Haul: 310,052 Grinding: 301,900	December 2017-November 2020	Removal, processing and disposal of hurricane generated debris from state roads following Hurricane Maria, as well as grinding and mulch haul-out. Includes vegetative debris, trees, C&D debris.
USACE – Puerto Rico	W912P8-13-R-0011, ACI SATOC for Temporary Roofing and Debris Management	$47,007,721.42		October 2017 – April 2018	Installation of Blue Roofs and roof repairs following Hurricane Maria performed by Ceres Caribe.
Glynn County, GA	Debris Removal and Disposal Services	$6,423,081.22	381,866	September-December 2017	Removal of debris resulting from Hurricane Irma
Seminole County, FL	Disaster Debris Hauling Services	$13,151,655.57	786,619	September 2017 – January 2018	Hauling debris resulting from Hurricane Irma
Miami-Dade County, FL	Hurricane Irma Debris Removal Services	$8,708,850.18	645,100	September-November 2017	Removal of debris resulting from Hurricane Irma
Miami, FL	Emergency Debris Removal and Disposal Services	$6,309,411.42	455,554	September-December 2017	Removal of debris resulting from Hurricane Irma
Orange County, FL	Disaster Recovery and Debris Removal	$5,524,027.41	330,555	September-December 2017	Removal of debris resulting from Hurricane Irma
Palmetto Bay, FL	Emergency Debris Removal and Management Services	$1,451,620.42	253,155	September-October 2017	Removal of debris resulting from Hurricane Irma
Palm Bay, FL	Disaster Recovery Debris Removal Services	$1,914,781.78	133,824	September-November 2017	Removal of debris resulting from Hurricane Irma
North Lauderdale, FL	Disaster and Debris Management Services	$1,418,512.32	215,574	September-December 2017	Removal of debris resulting from Hurricane Irma
Hollywood, FL	Emergency Response and Recovery Services	$1,482,282.99	154,201	September-November 2017	Removal of debris resulting from Hurricane Irma

Owner & Location	Title of Work	Value	CY	Time Period	Description
Miami Beach, FL	Disaster Recovery Services	$2,093,174.73	152,648	September-December 2017	Removal of debris resulting from Hurricane Irma
Melbourne, FL	Disaster Debris Removal Services	$1,691,669.48	151,437	September 2017 - January 2018	Removal of debris resulting from Hurricane Irma
Pasco County, FL	Disaster Recovery and Debris Removal Services	$2,511,064.45	150,734	September-December 2017	Removal of debris resulting from Hurricane Irma
Tampa, FL	Emergency Debris Management and Disaster Recovery Services	$2,348,100.45	145,174	September - December 2017	Removal of debris resulting from Hurricane Irma
Pinellas County, FL	Disaster Debris Collection & Removal Services	$3,204,060.97	123,916	September-December 2017	Removal of debris resulting from Hurricane Irma
Palm Beach County School District, FL	Debris (Cleanup) Services for Disaster Recovery Assistance	$2,177,025.59	12,631 trees	September 2017 - January 2018	Removal of debris resulting from Hurricane Irma
Indian River County, FL	Disaster Debris Removal and Disposal	$1,327,215.25	101,701	September-December 2017	Removal of debris resulting from Hurricane Irma
Port St. Lucie, FL	Emergency Debris Collection & Removal Services	$1,219,259.90	86,676	September-December 2017	Removal of debris resulting from Hurricane Irma
City of Sarasota, FL	Disaster Recovery Services	$943,134.45	79,661	September-December 2017	Removal of debris resulting from Hurricane Irma
Palm Beach Gardens, FL	Emergency Debris and Disaster Recovery Services	$869,084.75	71,153	September-November 2017	Removal of debris resulting from Hurricane Irma
Jacksonville Beach, FL	Disaster Debris Management, Recovery & Response Services	$1,130,639.50	67,699	September - October 2017	Removal of debris resulting from Hurricane Irma
Winter Park, FL	Disaster Recovery and Debris Removal Services	$880,653.53	46,441	September - November 2017	Removal of debris resulting from Hurricane Irma
Broward County, FL	Disaster Debris Clearing and Removal Services	$347,132.15	45,903.99	September - October 2017	Removal of debris resulting from Hurricane Irma
Atlantic Beach, FL	Citywide Emergency Debris Management Services Hurricane Irma	$302,517.97	44,810	September-October 2017	Removal of debris resulting from Hurricane Irma
Miramar, FL	Debris Management & Removal Services	$301,569.75	38,572	September - October 2017	Removal of debris resulting from Hurricane Irma

Owner & Location	Title of Work	Value	CY	Time Period	Description
FDOT District 5	Emergency Cut & Toss/Debris Removal	$846,989.27	19,793	September - October 2017	Removal of debris resulting from Hurricane Irma
Palm Beach County School District, FL	Debris (Haul) Services for Disaster Recovery Assistance	$883,957.36	17,948	September 2017 - January 2018	Removal of debris resulting from Hurricane Irma
Gulfport City, FL	Disaster Debris Collection & Removal Services, Hurricane Irma - (Participant Agreement with Pinellas County Govt)	$164,179.56	10,241	September-October 2017	Removal of debris resulting from Hurricane Irma
FDOT District 1	Emergency Debris Removal	$402,649.05	7,719	September-December 2017	Removal of debris resulting from Hurricane Irma
Jupiter Island, FL	Disaster Recovery Debris Removal	$65,235.78	6,802	September - October 2017	Removal of debris resulting from Hurricane Irma
Jupiter Island, FL	Emergency Disposal of Debris	$45,848.72	6,802	September - October 2017	Removal of debris resulting from Hurricane Irma
Longboat Key, FL	Disaster Recovery Services	$54.060.41	3,194	September-December 2017	Removal of debris resulting from Hurricane Irma
Bal Harbor, FL	Disaster Debris Management Services	$60,061.50	2,565	September - October 2017	Removal of debris resulting from Hurricane Irma
Atlanta, GA	Emergency On-Call Services for Debris Removal	$322,631.25	2,363.25 hours	September-December 2017	Removal of debris resulting from Hurricane Irma
Miami-Dade County Schools, FL	Emergency Debris Clearing	$86,497.53	2,356	September - October 2017	Removal of debris resulting from Hurricane Irma
New College, FL	Debris Removal Services	$33,966.63	1,231	September 2017	Removal of debris resulting from Hurricane Irma
Sweetwater, FL	Hurricane Irma Emergency Cut, Toss Debris Removal	$138,532.11	17,614	October-December 2017	Removal of debris resulting from Hurricane Irma
FDOT District 7	Emergency Cut & Toss and Debris Removal	$16,594.00		September-November 2017	Removal of debris resulting from Hurricane Irma – Cut and Toss
Houston, TX	Debris Removal	$963,022.29	80,014	September - November 2017	Removal of debris resulting from Hurricane Harvey
Pearland, TX	Debris Management Services	$1,065,532.89	54,771	September – October 2017	Removal of debris resulting from Hurricane Harvey

Owner & Location	Title of Work	Value	CY	Time Period	Description
Clear Brook Municipal Utility District, TX	Disaster Debris Clearance & Removal Services	$841,453.87	46,915	September – October 2017	Removal of debris resulting from Hurricane Harvey
Wharton, TX	Disaster Debris Removal and Disposal Hurricane Harvey	$509,104.30	31,829	September – December 2017	Emergency debris road clearance, debris removal (including tree and limb removal) and temporary debris staging and reduction site management following Hurricane Harvey
Katy, TX	Disaster Debris Clearance Contract	$599,003.40	29,495	September - November 2017	Removal of debris resulting from Hurricane Harvey
Humble, TX	Disaster Debris Clearance and Removal Services	$214,632.16	13,945	September – October 2017	Removal of debris resulting from Hurricane Harvey
West University Place, TX	Disaster Debris Clearance and Removal Services	$34,301.16	1,131	September 2017	Removal of debris resulting from Hurricane Harvey
Livingston Parish, LA	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	$16,338,932.00	860,188	August 2016 – August 2017	Removal and disposal of debris from summer floods throughout the Parish. Ceres also removed 400,000 pounds of putrid food and 20,000 units of white goods ruined in the floods.
Denham Springs, LA	Disaster Debris Removal	$4,070,506.96	275,507	August 2016 – August 2017	Removal and disposal of flood debris following heavy rains. Ceres also removed more than 1,500 units of electronic waste.
Albany, GA	Disaster Related Debris Removal Services	$4,973,565.60	378,548	February –June 2017	Debris removal and disposal within the City following a January tornado
Beaufort County, SC	Storm Debris Removal, Debris Management Site Operations and Disposal	$24,790,569.30	1,630,533	October 2016 – April 2017	Collection, removal and reduction of debris from public and private ROW following Hurricane Matthew
Savannah, GA	Storm Debris Removal Services	$11,934,437.55	449,873	October 2016 – June 2017	Debris removal after Hurricane Matthew, removal and reduction of vegetative debris, trees and stumps. Ceres also removed almost 50,000 CY of waterway debris.
South Carolina DOT (Berkeley, Jasper and Hampton Counties)	Disaster Recovery Assistance following a Declared Disaster	$3,263,229.11	217,414	October 2016 – April 2017	Removal and disposal of vegetative debris from County ROW in three counties following Hurricane Matthew
Indian River County, FL	Disaster Debris Removal & Disposal	$1,177,749.04	93,227	October 2016 – December 2016	Debris removal resulting from Hurricane Matthew.
Palm Bay, FL	Debris Removal/Disaster Recovery Services	$1,052,878.00	84,932	October 2016 – January 2017	Collection, reduction and disposal of vegetative and C&D debris resulting from Hurricane Matthew
New Orleans, LA	Disaster Street-Clearing and Debris Collection, Removal, Processing and Disposal	$830,312.50	57,440	January – April 2017	Removal and disposal of vegetative and C&D debris resulting from early tornado in Louisiana, as well as clearing of 60 trees and 150 limbs from the City

Owner & Location	Title of Work	Value	CY	Time Period	Description
Jacksonville Beach, FL	Standby Contract for Disaster Services	$745,594.00	49,308	October 2016 – January 2017	Removal and disposal of hurricane debris within the City, including more than 3,000 cubic yards of sand reclamation from beaches
Brunswick, GA	Debris Removal and Disposal	$352,224.04	46,890	November 2016 – January 2017	Removal and disposal of vegetative and C&D debris following Hurricane Matthew
Glynn County, GA	Debris Removal and Disposal Services	$7,945,091.78	441,127 CY	October 2016 – March 2017	Removal of debris resulting from Hurricane Matthew
Lenoir County, NC	Debris Management Services	$556,787.00	45,387	October – December 2016	Removal of vegetative and C&D debris resulting from Hurricane Matthew
Atlantic Beach, FL	Emergency Debris Management Services	$148,674.00	21,807	October 2016 – January 2017	Collection and hauling of vegetative debris within City limits following Hurricane Matthew
Palm Beach Gardens, FL	Emergency Debris and Disaster Recovery Services	$31,507.78	3,936	November 2016	Clearing and removing vegetative debris from public ROW in the City following Hurricane Matthew.
Jupiter Island, FL	Disaster Recovery Debris Removal	$49,088.80	3,548	October - November 2016	Pick up, haul and dispose of vegetative debris resulting from Hurricane Matthew.
Bald Head Island, NC	Debris Removal and Disposal	$45,647.47	1,944	November 2016	Vegetative debris removal and disposal services as a result of Hurricane Matthew
Fernandina Beach, FL	Hurricane & Other Disasters, Debris Removal Reduction and Disposal	$406,166.00	1,792 CY 1,310 limbs	October – November 2016	Collection, reduction and disposal of vegetative debris as well as hangers and leaners following Hurricane Matthew
Charleston County Park and Recreation Commission, SC	Debris Removal and Disposal Services	$38,592.00	1,106 CY 59 trees	October – December 2016	Clearing of hurricane debris from roads throughout the County, and damaged trees
Cumberland County, NC	Disaster Debris Clearance & Removal	$33,175.00	250	December 2016 – January 2017	Removal and disposal of debris from Hurricane Matthew
Taylor County, FL	Disaster Debris Management	$274,631.96	28,509	October 2016	Debris removal of vegetative and C&D debris generated from Hurricane Hermine. Ceres also removed 238 white goods units.
Pasco County, FL	Disaster Debris Management Services	$29,460.34	2,682	September 2016	Debris collection, hauling and disposal of debris related to Hurricane Hermine.
Zachary, LA	Disaster Debris Management and Removal	$183,611.91	17,398	August – September 2016	Management and removal of disaster debris resulting from Louisiana floods
Bastrop County, TX	Debris Removal Contractor	$13,923.80	535	June 2016	Post-event debris removal of vegetative debris from three flood events in Bastrop County

Owner & Location	Title of Work	Value	CY	Time Period	Description
Oklahoma Environmental Management Authority (Canadian County and Cities of, El Reno, Yukon, Piedmont, Calumet, and Union City)	Emergency Debris Removal Services/ Grinding and Burning of Disaster Debris	$2,040,657.00	237,427 CY collection and removal 151,127 CY Grinding 213,223 CY Air Burning	December 2015 – March 2016	Collection and removal of ice storm generated debris from public ROW after Winter Storm Goliath. Ceres also performed the initial 70-hour push for OEMA and disposed of debris by grinding and air curtain burning.
City of Warr Acres, OK	Post Event Debris Removal	$366,829.01	34,773	January – February 2016	Pick up, hauling and disposal of woody debris from the City's right of ways after winter ice storm
City of Oklahoma City, OK	Emergency Storm Debris Removal	$2,655,604.85	26,411	December 2015 – April 2016	Collection, removal, and disposal of storm debris generated by the November 2015 ice storm
Livingston Parish, LA	Waterway Debris Removal	$606,874.58	8,538 CY, 144 Boats	October – December 2015	FEMA approved debris removal project of vegetative, C&D, and white good debris removal from waterways in Livingston Parish
Dawson County, GA	Disaster Debris Removal & Disposal Services	$927,163.49	49,645 CY, 2,976 Hangers	March – July 2015	Debris removal operations of vegetative debris resulting from February 2015 ice storm
City of Graysville, AL	Storm Debris Removal Services, post tornado event FEMA DR-4176AL	$1,122,186.34	77,285	May - August 2014	Removal of all hazards from City ROW
City of Adamsville, AL	Emergency Debris Removal - post tornado event FEMA DR-4176AL	$306,247.30	21,817	May - August 2014	Removal and disposal of eligible tornado-related debris from the ROW including vegetative, C&D, and hazardous hanging limbs, trees and stumps
Columbia County, GA	Removal and Disposal of Disaster Debris	$8,539,038.00	648,444	February – August 2014	Removal, collection, reduction, and disposal of over 500,000 CY of vegetative debris
State of NC Department of Transportation	Guilford County – Western Section Removal and Disposal of Storm-Related Vegetative Debris	$6,816,757.00	417,572	March – October 2014	Removal, collection, reduction, and disposal of over 400,000 CY of vegetative debris

1.2 Experience Managing Multiple Contract Activations

Due to the nature of disaster relief work, it is difficult to project workload; **however, Ceres has the proven resources and experience to handle multiple events and locations.** Our successful experience in multiple response situations as well as our substantial resources and teaming relationships ensures that Ceres' performance on this contract will be to the City's utmost satisfaction. Refer to **Section 2.4.A – Ability to Manage Activation of Multiple Contracts** for more details.

2023 U.S. Event Responses and Projects

In 2023, Ceres responded to events across the U.S. In the spring, Ceres was activated to Merced and Tulare Counties in California following the destructive Atmospheric River that caused extensive flooding, mudslides, and general debris displacement. At the same time, strong winter storms impacted parts of Texas. Ceres mobilized to the City of Austin and Williamson County to remove debris caused by high winds and harsh winter elements.

In the summer, the State of Vermont activated Ceres following the Great Vermont Flood, one of the worst natural disaster events to impact Vermont this century. Major cities and towns were completely inundated, where hundreds of structures were damaged or destroyed.

As Ceres forces were at work in Vermont, Hurricane Idalia made landfall just south of Perry, FL as a Category 3 storm. Many communities throughout Northern Florida and Georgia were impacted by heavy winds and rain. Ceres worked alongside the City of Perry, FL, Taylor County, FL, Glynn County, GA, Columbia County, GA, and FDOT to remove the debris that caused disruption for thousands of citizens.

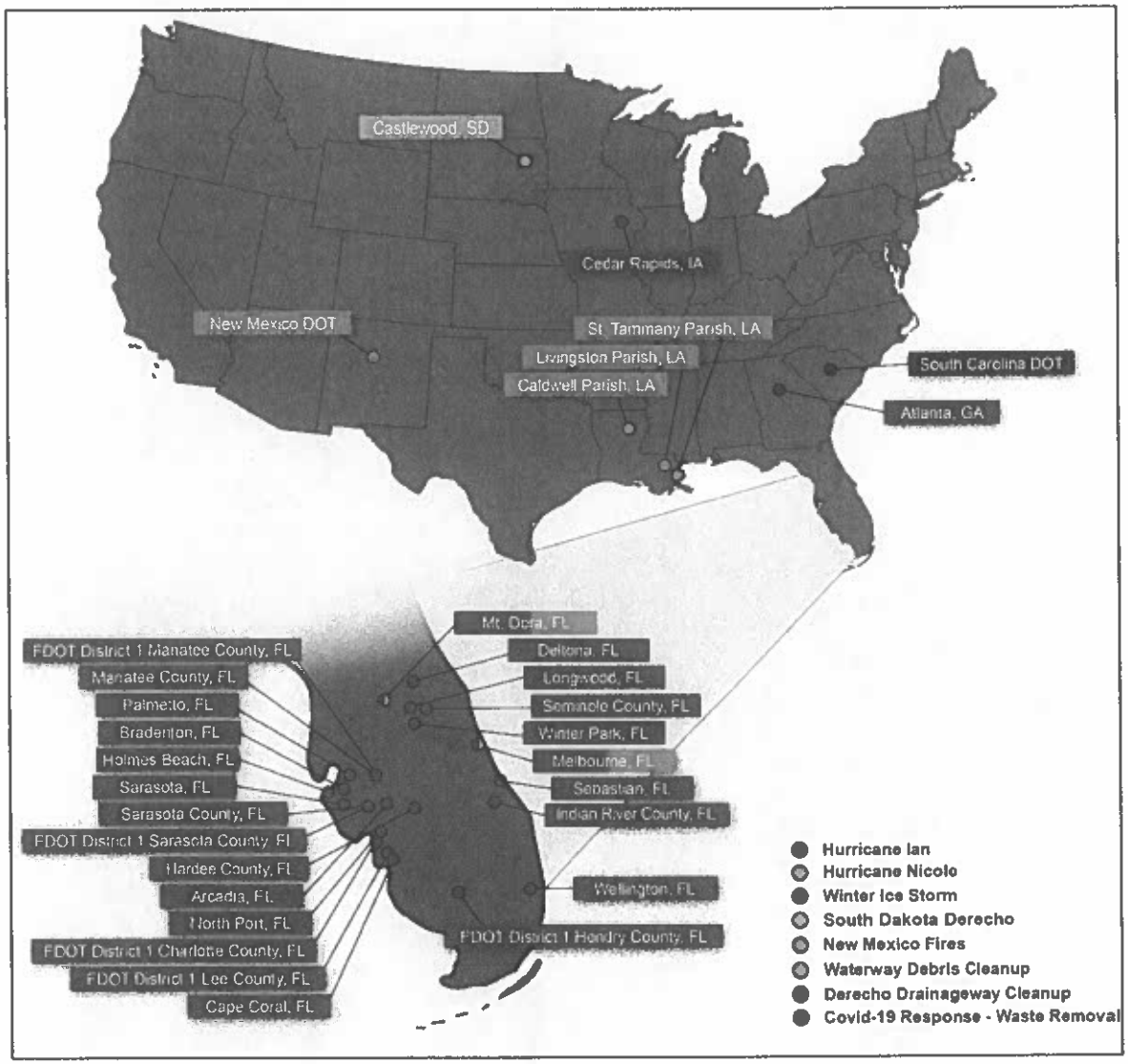
Throughout the year, Ceres performed routine work and continued to execute ongoing projects. Please see below:



2022 U.S. Event Responses and Projects

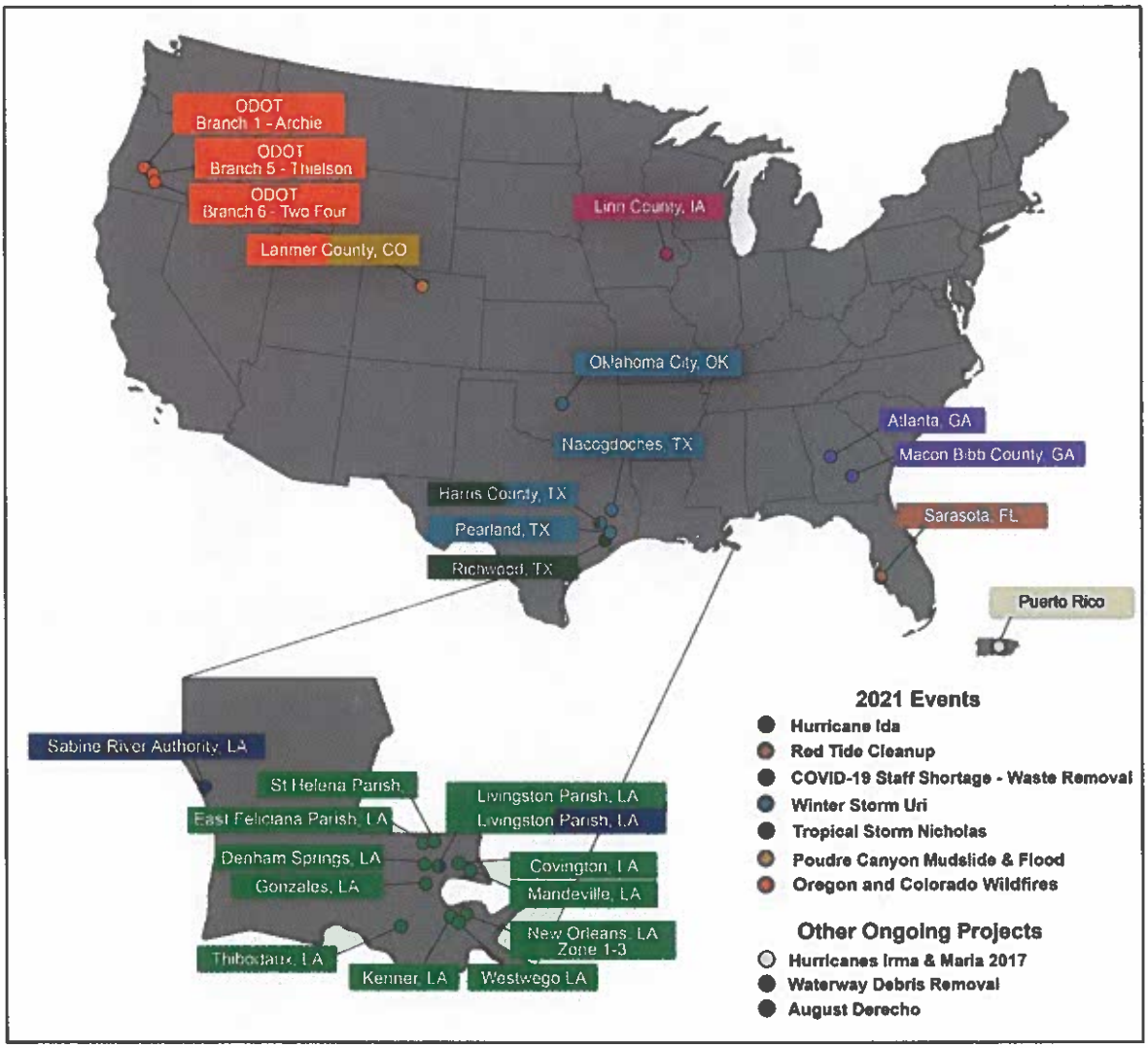
In September 2022, Hurricane Ian impacted Florida as a Category 4 Storm. As a result, Ceres received 25 contract activations across the state. Two of these contracts got activated again when Hurricane Nicole affected Florida a month and a half later.

That same year, Ceres also responded to the South Carolina DOT following a winter storm, removed fire debris in New Mexico, and worked in Louisiana, Iowa, and South Dakota to clear debris from waterways. Additionally, Ceres helped the City of Atlanta, GA with routine debris removal when the City experienced shortage of staff due to COVID-19.



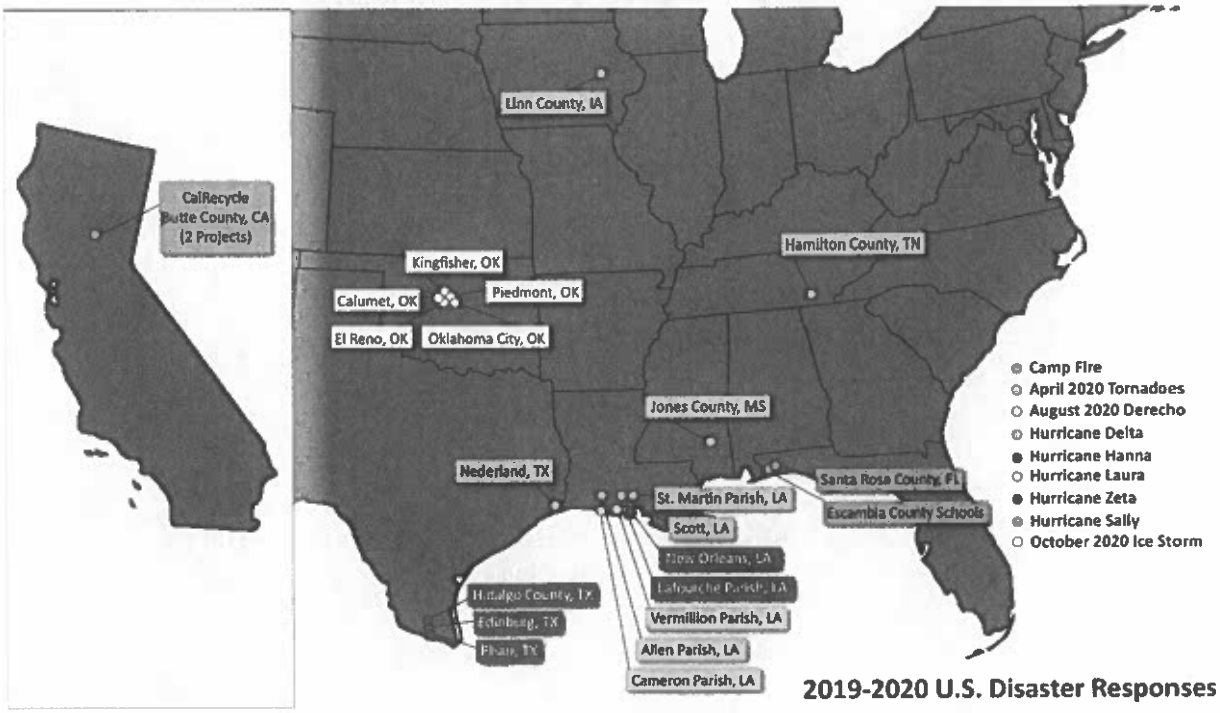
2021 U.S. Event Responses and Projects

In 2021, Ceres responded to Hurricane Ida in Louisiana, Hurricane Nicholas and Winter Storm Uri in Texas, a Derecho in Iowa, a mudslide, and a fire in Colorado, all while finishing up projects due to the 2020 Labor Day fire in Oregon and Hurricanes Laura and Delta in Louisiana. Additionally, Ceres cleaned up extensive amounts of waterway debris in Livingston Parish, Louisiana as part of the NCRS Emergency Watershed Protection Program. Ceres successfully managed over 30 projects in total.



2019 – 2020 U.S. Event Responses and Projects

In 2020, Ceres responded to 21 jurisdictions following disasters ranging from tornadoes to hurricanes to ice storms. Additionally, Ceres worked in Butte County, California as a part of the CalRecycle Disaster Recovery effort. The project started in May of 2019 and finished in February of 2020.



2019-2020 U.S. Disaster Responses

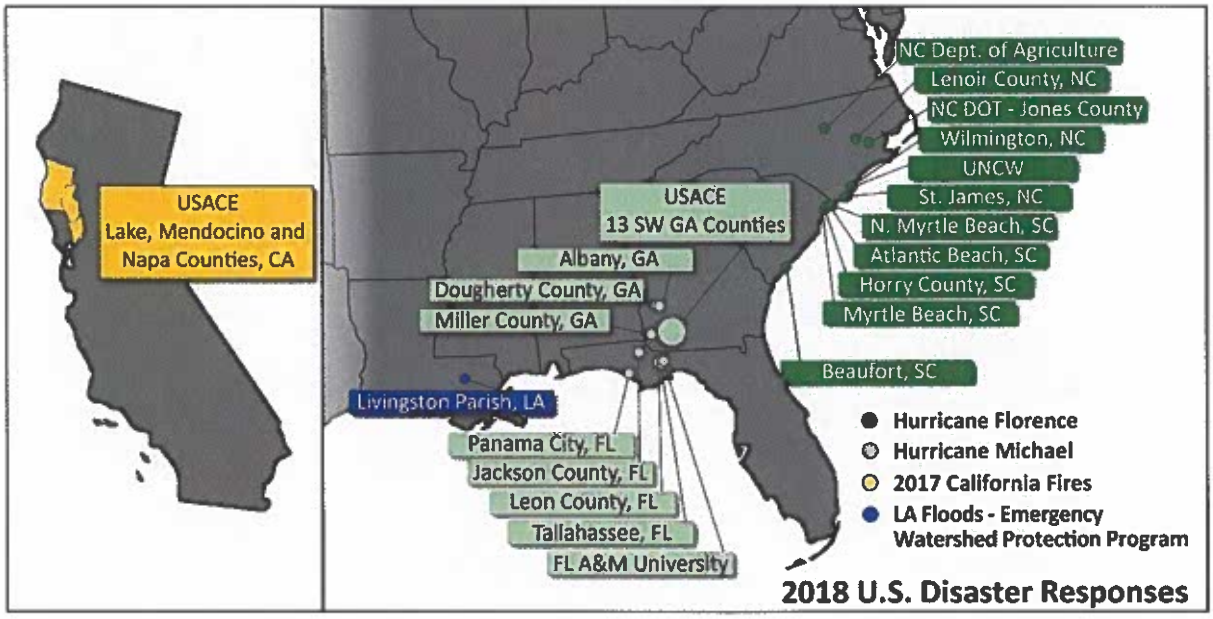
2018 U.S. Event Responses and Projects

From January to June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires.

From May to November 2018, Ceres worked in Livingston Parish, LA to remove vegetative debris from waterways. The project was aimed at reducing flooding and improving navigation along the Tickfaw River, Natalbany River and West Colyell Creek.

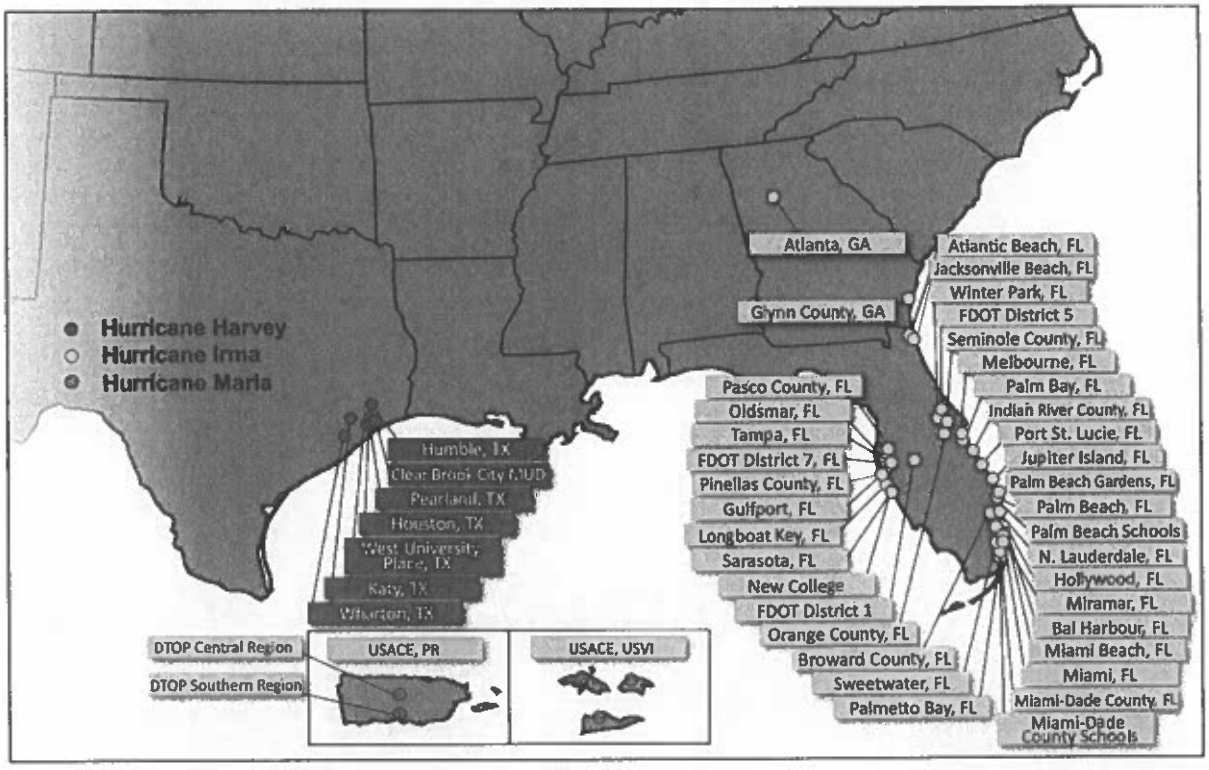
In September of 2018, Ceres responded to 12 different jurisdictions in North and South Carolina after they were struck by Hurricane Florence. A few weeks later, Hurricane Michael struck the Florida panhandle, making it the first Category 4 hurricane ever to make landfall in that area. As it moved inland, it decreased in intensity to become a Category 3 storm – the first to ever strike the State of Georgia. Following that storm, Ceres was activated by the USACE under the ACI SAD Restricted contract in 13 Georgia counties, while we were also actively working in additional jurisdictions in both Florida and Georgia.

Additionally, Ceres operated two year-round green waste reduction yards in Texas and Minnesota, producing mulch and compost for sale back to the general public.



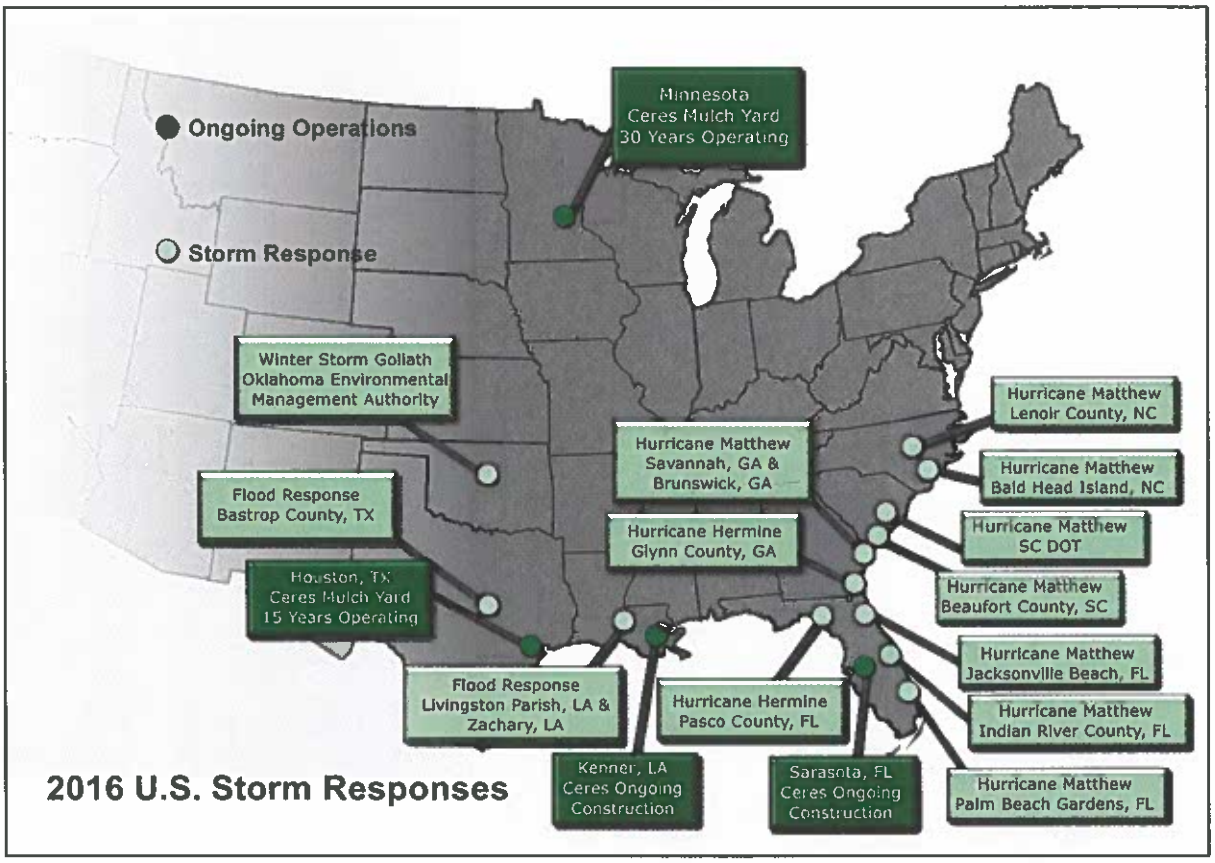
2017 U.S. Event Responses and Projects

In August 2017, Ceres responded to seven jurisdictions in Texas following Hurricane Harvey. Within the next several weeks, Ceres responded to 35 jurisdictions in Florida and performed two emergency contracts in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation.



2016 U.S. Event Responses and Projects

In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina, and North Carolina after Hurricane Matthew.



1.3 FEMA Reimbursement Experience

From experience on over over 330 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to successful completion of a project. Refer to **Section 2.4.D, Invoicing and Data Management** for additional details on our plan to ensure maximum FEMA reimbursement. **Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the City in order that all Project Worksheet activities and other reimbursement documentation are filed successfully.

Over the past ten years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, **typically between 75% and 100%** based on FEMA regulations. One of the things that can greatly affect reimbursement is careful recordkeeping. Ceres will assist City of Tyler with record keeping ensuring maximum reimbursement. **Ceres will meet all program standards as provided for in the FEMA Public Assistance Program and Policy Guide.**

Even long after Project Worksheet development, submittal and funding, Ceres supports its clients during the closeout and audit process. In 2020, Florida Division of Emergency Management's consultant, KPMG, requested additional information on two projects during closeout – Indian River County, Florida and Palm Beach County, Florida. Ceres was able to assist the client with detailed documentation that met KPMG's needs and resolved the outstanding closeout issues quickly. Similarly, in 2021 and 2022, Ceres assisted Vermillion Parish and Allen Parish with Hurricane Laura/Delta Project Worksheet development and closeout. Because we have great understanding and experience with the FEMA reimbursement process, we keep detailed records during and after the project. When clients like Vermillion Parish or Allen Parish request assistance, Ceres can quickly pull project records and provide them to the client to satisfy State and FEMA requests.

The following are some of the examples of our FEMA reimbursement experience.

Owner	Location	Title of Work	Total Cost of the Project	Time Period	Percentage of Fed and State Funds Received	Description
Cape Coral	Cape Coral, FL	Emergency Disaster Assistance and Debris Removal	$64,888,996	September 2022 – May 2023	100% Fed. for the first 60 days, outside 60 days: 90% Fed., 5% State, 5% Local	Removal of Debris Following Hurricane Ian
North Port	North Port, FL	Disaster Debris Clearance and Removal Services	$42,031,396	October 2022 – March 2023	100% Fed. for the first 60 days, outside 60 days: 90% Fed., 5% State, 5% Local	Removal of Debris Following Hurricane Ian
Livingston Parish	Livingston Parish, LA	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	$24,632,444	August 2021 – January 2022	100% Fed. cost share reimbursement for recovery costs incurred within the first 30 days of the disaster emergency declaration. 90% Fed. reimbursement after the first 30 days	Removal and disposal of debris following Hurricane Ida
Cameron Parish	Cameron Parish, LA	Debris Clearance and Removal Services	$28,880,677	August 2020 – May 2021	100% Fed. for the costliest 30 days, outside costliest 30 days: 90% Fed., 5% State, 5% Local	Removal, reduction, and disposal of debris generated from Hurricane Laura
Linn County	Linn County, IA	Debris Clearance and Removal Services	$9,476,677	August 2020 – January 2021	75% Fed., 12.5% State, 12.5% Local	Removal and disposal of debris resulting from August derecho.

Owner	Location	Title of Work	Total Cost of the Project	Time Period	Percentage of Fed and State Funds Received	Description
U.S. Army Corps of Engineers	13 Counties across Southwest Georgia	ACI Debris Management	$134,159,610	October 2018 – March 2019	100% Fed.	Removal of debris and hauling following Hurricane Michael within 13 Southwest Georgia Counties.
Seminole County	Seminole County, FL	Disaster Debris Hauling Services	$13,151,655.57	September 2017 – January 2018	75% Fed., 12.5% State (90% Fed. for the first 30 days ending 10/18/17; 80% for 60 more days through 12/17/17)	Hauling debris resulting from Hurricane Irma
Columbia County	Columbia County, GA	Removal and Disposal of Disaster Debris	$8,539,038.00	February – August 2014	85% Fed.,8.5% State	Removal, collection, reduction, and disposal of over 500,000 CY of vegetative debris

1.4 References

Ceres Environmental Services, Inc. has a long record of successful contract performance. Many of our customers have provided formal evaluations or letters of recommendation that attest to our strong performance and record of customer service and satisfaction. The following table contains a selection of our references and is followed by letters of reference from previous clients.

Event	Contract Activity	Government Entity	Amount	Contract Period
2023 Winter Storm Mara	Debris Removal Services	Austin, TX	$2,895,125 235,346 CY	February -March 2023
	Point of Contact: Amy Slagle, Litter Abatement Division Manager, Austin Resource Recovery, 1520 Rutherford Ln, Austin, TX 78754, 512-653-4545, Amy.Slagle@austintexas.gov			
Hurricane Harvey	Disaster Debris Clearance Contract	Katy, TX	$599,003.40 29,495 CY	September-November 2017
	Point of Contact: Jason Rivera, Public Works Director, 901 Avenue C, Katy, TX 77493; Tel. (281) 574-8622; Fax. (281) 391-4820; jrivera@cityofkaty.com			
Winter Storm Uri **Hurricane Harvey**	Debris Management Services Debris Management Services	Pearland, TX	**Uri**: $43,695.90 2,210 CY **Harvey**: $1,065,532 54,771 CY	**Uri**: February-March 2021 **Harvey**: September – October 2017
	Point of Contact: Laurie Rodriguez, Environmental Services Superintendent; 3519 Liberty Dr., Pearland, TX 77581; Tel. (281) 652-1813; lrodriguez@pearlandtx.gov			
2020 Tornado	Disaster Debris Collection and Disposal Services	Hamilton County, TN	$5,369,509.79 409,504.30 CY	April – June 2020
	Point of Contact: John Agan, Director of Engineering & Facilities Maintenance, 4005 Cromwell Road, Chattanooga, TN 37421; Tel. (423) 315-3840; johna@hamiltontn.gov			
Summer Flood Event	Debris Management Services	State of Vermont	$634,553 5,920 Tons	July – September 2023
	Point of Contact: Steven Young, State Debris Management Coordinator, 1 National Life Drive – Davis 1, Montpelier, VT, 05620, (802) 261-5823, Steven.Young@vermont.gov			
Hurricane Idalia	Emergency Debris Removal Services	FDOT District 2 – Taylor County	$30,991,644 1,717,950 CY	September 2023 February 2024
	Point of Contact: Kevin Rogers, Dist. 2 Construction Services Manager, 1109 South Marion Avenue, Lake City, FL 32025; Tel (352) 961-7416; FAX (386) 961-7416, Kevin.Rogers@dot.state.fl.us			
Hurricane Idalia	Hurricane Idalia Debris Removal and Disposal Services	City of Perry, FL	$249,218 15,715 CY	September - October 2023
	Point of Contact: John Hart, City Manager; 224 South Jefferson Street, Perry, FL 32347; Tel. (850) 584-7161; jhart@cityofperry.net			
Hurricane Ian	Emergency Disaster Assistance and Debris Removal	Cape Coral, FL	$64,888,996 2,707, 047 CY	October 2022 – May 2023
	Point of Contact: Terry B. Schweitzer, Solid Waste Manager; P.O. Box 150027, Cape Coral, Florida 33915-0027, Tel: 239-573-3136; tschweitzer@capecoral.gov			
Hurricane Ian	Disaster Debris Clearance and Removal Services	North Port, FL	$42,031,396.28 2,446,843 CY	October 2022 – March 2023
	Point of Contact: Frank Lama, Solid Waste Manager, 1100 North Chamberlain Blvd., North Port, FL 34286, Tel.: (941) 240-8074; flama@northportfl.gov			
Hurricane Ian	Removal of Debris Following Hurricane Ian	Melbourne, FL	$232,153 25,852 CY	October 2022 – November 2022
	Point of Contact: Jennifer Wilster - Environmental Community Outreach Manager, City of Melbourne ECO Division 2885 Harper Road, Melbourne, FL 32904, Tel: (321) 608-5080, Jennifer.Wilster@mlbfl.org			

Event	Contract Activity	Government Entity	Amount	Contract Period
Hurricane Idalia	Debris Removal and Disposal Services	Glynn County, GA	$332,556 35,440 CY	September – November 2023
	Point of Contact: Danny Smith, Public Works Director, 4145 Norwich Street Ext, Brunswick, GA 31520; Tel 912-554-7746; Danny.Smith@glynncounty-ga.gov			
Hurricane Ida	Debris Removal & Site Management for Debris Reduction and Emergency Roadway Clearance	Livingston Parish, LA	$24,632,443 1,322,210 CY	August 2021 – January 2022
	Point of Contact: Shannon Dyer, Deputy Director of Homeland Security & Emergency Preparedness; 20355 Government Boulevard, Livingston, LA 70754; Tel. (225) 247-8883; lohsep1@lpgov.com			
Hurricane Ida	Disaster Debris Removal	Gonzales, LA	$1,623,500 106,041 CY	September – October 2021
	Point of Contact: Jackie Baumann, City Engineer, 120 S. Irma Blvd., Gonzales, LA 70737; Tel. (225) 647-9589; jackie@gonzalesla.com			
Hurricane Ida	Disaster Debris Management Services	Thibodaux, LA	$1,653,961 105,691	August – November 2021
	Point of Contact: Jacques Thibodeaux, Special Projects Coordinator, Emergency Preparedness Director; P.O. Box 5418; 310 W. 2nd St; Thibodaux LA, 70301; Main Phone: (225) 925-7500 Fax: (225) 925-7501 ; Jacques.Thibodeaux@LA.GOV			

Letters of Reference

Letter of Recommendation

March 7, 2023

Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

It is my pleasure to write a letter of reference for Ceres Environmental Services. I had the opportunity to work with Ceres staff during the Winter Storm Mara (2023) recovery efforts in Austin, Texas.

Ceres collected, processed, hauled and disposed of approximately 230,000 cubic yards of debris. Ceres its employees are very knowledgeable in the disaster process of debris removal. They understand FEMA regulations and requirements and communicated the cleanup and recovery steps throughout the event. The staff we worked directly with were knowledgeable, compassionate and brought confidence to the situation.

Ceres staff were reliable, organized and executed their tasks with efficiency and timeliness. Their integrity as a company was evident throughout the event and played a critical role in helping Austin recover from Winter Storm Mara. I would recommend them for their services as a debris contractor.

If you have any questions, please do not hesitate to contact me at amy.slagle@austintexas.gov.

Amy Slagle

Amy Slagle
Acting Assistant Director
City of Austin
Austin Resource Recovery

City of Pearland

3501 E. Orange St
Pearland, Texas 77581
Tel: 281.652.1900
pearlandtx.gov

March 17, 2021

Tia Laurie
Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL 34240

RE: Recommendation

Dear Ms. Laurie

In response to Winter Storm Uri, the City of Pearland formally activated Ceres Environmental Services, Inc. for Debris Management Services. Chad Dorsey and Mike Beevers were assigned to coordinate the debris removal for our City. They both were very professional, friendly, and informative while on the ground. They worked with our City staff to ensure seamless removal of residential debris timely. Our City staff appreciate the guidance they were able to provide and would recommend them for future projects.

Thank you for your service to the City and its residents.

Sincerely,

Laurie Rodriguez

BOARD OF COMMISSIONERS

OZ NESBITT, SR., CHAIRMAN
SHERRI WASHINGTON, ESQ., COMMISSIONER POST I
DR. DOREEN WILLIAMS, COMMISSIONER POST II

SUE SANDERS, CHIEF OPERATING OFFICER
JENNIFER O. RUTLEDGE, COUNTY CLERK

ROCKDALE COUNTY EMERGENCY MANAGEMENT AGENCY

Dan Morgan, GA-ACEM, Director
Dan.morgan@rockdalecountyga.gov
OFFICE: 770-278-8405
FAX: 770-278-8905

May 6, 2024

Recommendation Letter for CERES Environmental

To Whom It May Concern:

Rockdale County, Georgia, sustained damage from an EF2 tornado in the morning hours of April 2nd, 2024. After surveying the damage and the amount of vegetative debris, Rockdale County EMA activated our debris management plan. CERES is the contracted hauler and processor for Rockdale County.

They responded with the correct amount of equipment, did a thorough assessment of the damaged area and set up operations at the Debris Management Site (DMS). Their operations manager, Marian Banks, kept in constant contact while overseeing the total operation. The daily operations needed very little oversight from Rockdale County as CERES handled all aspects of the debris response.

As the EMA Director, I feel confident in the abilities of the CERES team to successfully respond to and complete any debris disaster. I would highly recommend CERES as a valuable addition to any disaster response team.

Sincerely,

Dan Morgan
EMA Director
Rockdale County, Georgia

CITY OF PERRY
FLORIDA

224 South Jefferson Street
Perry, Florida 32347-3235
P: 850-584-7161

February 6, 2024

Ceres Environmental Services
6968 Professional Pkwy E.
Sarasota FL 34240

To Whom It May Concern:

I am writing this letter in sincere appreciation for the exceptional efforts and performance of CERES Environmental Services in the aftermath of Hurricane Idalia.

The City of Perry has never been hit by a storm of this magnitude and CERES immediately responded with the mobilization of their employees, fleet of trucks and equipment showcasing their preparedness for such emergencies.

CERES employees provided amazing customer service and addressed our needs as they arose. They were very professional, but also very pleasant and easy to work with. Their communication and cooperation made the whole process smooth and efficient.

Given the exceptional performance and positive impact CERES had on our community, the City of Perry would call upon CERES Environmental Services again, should we face the impact of another hurricane in the future.

Sincerely,

Danielle Ondash

Danielle Ondash
General Services Superintendent

Glynn County Georgia

Glynn County Public Works
4145 Norwich Street Ext.
Brunswick, GA 31520
912.554.7746
Fax 888.558.1549

To Whom It May Concern:

I am writing this letter to recommend Ceres Environmental Services, Inc. as a debris removal contractor. I had the pleasure of working with Ceres in 2023 during the aftermath of Hurricane Idalia that hit parts of Florida and Georgia, causing damage across Glynn County, GA. I was very impressed with Ceres' professionalism, efficiency, and dedication to their work.

Following Hurricane Idalia, Ceres collected, hauled, and disposed of 35,440 cubic yards of debris. Their prompt and efficient service helped in the restoration of the community and allowed for quick return to normalcy for our residents. Their team of professionals were highly skilled, efficient, and reliable in carrying out the required tasks and keeping the County informed of the progress on a daily basis.

Overall, I highly recommend Ceres Environmental Services, Inc. for any future debris removal projects, and I am confident that they will exceed your expectations.

Please do not hesitate to contact me if you require any additional information regarding their work.

Sincerely,

Danny Smith, CPWP-M
Public Works Director
4145 Norwich Street
Brunswick, GA 31520
Office Phone: 912-554-7701
Danny.Smith@glynncounty-ga.gov

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robby Hollingsworth
District No. 4 – Everett Phillips
District No. 5 - Tim Murphy



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

November 14, 2023

David McIntyre
Owner, Ceres Environmental Services
6968 Professional Pkwy E. Sarasota, FL 34240

Mr. McIntyre,

I am writing this letter to express my sincere appreciation and commendation for the exceptional efforts and outstanding performance of Ceres Environmental Services in the aftermath of Category 3 Hurricane Idalia, which struck Columbia County, Florida on August 30th, 2023.

In the wake of the devastating hurricane, the debris removal mission posed significant challenges for our community, requiring prompt and efficient response. Ceres Environmental Services not only met but surpassed our expectations in undertaking this critical task. The dedication, professionalism, and expertise demonstrated by the Ceres team was truly commendable.

One of the most impressive aspects of Ceres' response was the rapid mobilization of their fleet of trucks and equipment, all owned by Ceres, showcasing the company's robust infrastructure and preparedness for such emergencies. The ability to self-perform the work contributed significantly to the efficiency and effectiveness of the debris removal operations.

From the moment Ceres was called upon, they demonstrated a commitment to prompt action and a keen understanding of the urgency of the situation. The responsiveness of the Ceres team was exemplary, and their ability to exceed expectations in terms of volume, production, and timelines was truly remarkable.

Working with the Ceres Environmental Services Team, I found them to be not only professional, but also pleasant to work with. The team's collaboration with our local authorities was seamless, and their commitment to open communication and cooperation made the entire process smooth and efficient.

Given the exceptional performance and positive impact Ceres had on our community during this challenging time, there is no doubt that Columbia County would enthusiastically call upon Ceres Environmental Services again, should we face the impact of another hurricane in the future.

In conclusion, I want to express our deepest gratitude for the invaluable support and exemplary service provided by Ceres Environmental Services. Your dedication to the well-being of our community did not go unnoticed, and we are grateful for the partnership forged during this critical period.

Sincerely,

Kevin Kirby
Assistant County Manager, Columbia County
135 NE Hernando Avenue, Suite 203 Lake City, FL 32055

City of Cape Coral
Public Works Department

April 27, 2023

Bryan Fike
Regional Client Services Director
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, FL, 34240

Re: City of Cape Coral Hurricane Ian Debris Removal Project

Dear Bryan Fike:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurricane Ian's landfall in Cape Coral.

I offer sincere appreciation for their rapid recovery services during one of the most powerful and destructive storms to ever hit the United States. The project scope included over 127 square miles of land and 1,500 miles of roadway. Ever since we signed our contract, they have provided the highest quality of communications and responsiveness with even better customer service. Our deadlines were met earlier than expected, and they quickly resolved any issues that arose without reservation. Our recovery could not have been successful without them. The professional leadership of the field team to rapidly mobilize and ramp up with full-time personnel and numerous subcontractors is a testimony to the dedication of their staff. A positive relationship was built with all levels of the city's government, making them a reliable partner to us.

Immediately after the storm passed, CERES mobilized a large volume of equipment and personnel to conduct first push operation, began vegetative debris removal, set up and operated four separate debris management sites within city limits. The CERES team and their sub-contractors, were well equipped to, not only, meet the physical demand, but also, extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism.
While Cape Coral's debris removal activities were being well maintained by CERES, City of Cape Coral Public Works staff were able to focus on different infrastructure recovery efforts.

At the 60-day mark of the declared disaster, Ceres had removed over 1,800,000 cubic yards of vegetation and C&D from city streets. At project completion, CERES collected, chipped, and disposed of 1,510,773 cubic yards of vegetative debris; and collected, staged and disposed of 454,308 cubic yards C&D both, in only 4 months. This included two weeklong holiday breaks.

In addition to the right-of-way removal, a unique facet to the recovery was Ceres also planned and successfully conducted both land-based and water-based debris removal of vegetation knocked down by Ian, and non-vegetative debris blown into the canals or damaged by the storm surge.

The scope of this project included collecting, chipping, and disposing of 750,000 cubic yards of vegetative debris and 800 cubic yards of C&D from over 400 miles of both saltwater and freshwater canals, while supporting the City's efforts in protecting waterfowl, wading birds, migrant songbirds, gopher tortoises, and dolphins and reptiles. Cape Coral is home to the largest population of burrowing owls in Florida, and the canal system is so extensive that local ecology and tides have been affected. The system provides many residents with waterfront living access to the Gulf of Mexico via the broad Caloosahatchee River and Matlacha Pass.

The City of Cape Coral is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.
Sincerely,

Terry B. Schweitzer
Solid Waste Manager
City of Cape Coral

TS:jr

City of North Port
DEPARTMENT OF PUBLIC WORKS
Office: 941.240.8050
Fax: 941.240.8063

MEMORANDUM

TO: Mike Beavers
Karl Dix

FROM: Frank Lama, Solid Waste Manager

SUBJECT: Hurricane IAN Cleanup Recommendation Letter

DATE: April 21, 2023

Dear Mr. Beevers,

It is my pleasure to recommend Ceres Environmental Services, Inc. for their exceptional work in the City of North Port in the aftermath of Hurricane Ian. North Port was among the hardest-hit areas of Florida experiencing significant flooding and strong sustained winds for hours. The hurricane produced millions of cubic yards of vegetative and C&D debris. Your team at Ceres made the completion of this complex, large-scale debris removal project seem easy.

Ultimately, your team collected, hauled, processed, and disposed of over 2.4 million cubic yards of debris, which enabled a faster than anticipated restoration of the North Port community. At the project's peak, 47,000 cubic yards of debris was hauled in a single day. The City especially appreciated that Ceres owned all the reduction equipment mobilized to quickly reduce the incredible amounts of debris. This helped reduce the overall processing times and propel the project forward ahead of other jurisdictions in the area. Due to the quick response and the expedited project, the City was able to maximize FEMA reimbursement with the increased federal cost share granted by FEMA.

Ceres was also able to help us return an essential aspect of our economy back to normal. As you know, each year between February and March, tens of thousands of avid baseball fans visit North Port during MLB spring training to enjoy the weather and watch the Atlanta Braves play. Spring Training is a key economic driver for the City. Each year, Spring Training pumps millions of dollars into our City. Ceres set an ambitious goal to complete the debris cleanup process before the start of spring training, and I'm proud to say that this goal was successfully achieved.

I highly recommend Ceres Environmental Services, Inc. for any future disaster debris management projects. They are a reliable and professional company that exceeded our expectations during our disaster response efforts. Please, feel free to show this letter to potential clients. I would be happy to answer any questions or supply additional information.

Sincerely,

Frank Lama

City of North Port, FL

ST. TAMMANY PARISH
MICHAEL B. COOPER
PARISH PRESIDENT

To Whom It May Concern:

Ceres Environmental Services has done an exceptional job clearing numerous waterways in St. Tammany Parish. In 2022 and 2023, we had the pleasure of collaborating with Ceres on an NRCS-funded project aimed at preventing flooding by removing debris from our extensive canals, channels, and various waterway systems. Their dedication, professionalism, and expertise were instrumental in the success of this project.

In total, Ceres cleared 381,333 linear feet of waterways, working within the National Wild and Scenic Rivers System. Ceres demonstrated efficiency, effectiveness, and high levels of expertise in their waterway debris removal efforts. They exhibited a profound understanding of the challenges posed by our waterways, requiring specialized knowledge and equipment to ensure project success while minimizing the environmental impact. They applied various debris removal techniques to tackle challenges such as the varying depth and width of the waterways, the limited availability of access points, and the presence of obstacles in the waterways.

Ceres complied with all applicable rules and regulations and provided thorough documentation to NRCS to ensure St. Tammany Parish's reimbursement eligibility.

I highly recommend Ceres for any future projects related to waterway debris removal and restoration. Their unwavering dedication to quality, safety, and efficiency sets them apart. We are grateful for their dedication, and we look forward to future collaborative efforts.

Sincerely,

MICHAEL B. COOPER
Parish President

OFFICE OF THE PARISH PRESIDENT
P.O. BOX 628 | COVINGTON, LOUISIANA | 70434 | MCOOPER@STPGOV.ORG | 985-898-2362
WWW.STPGOV.ORG



P. O. Drawer 1000 • Arcadia, Florida 34265

To Whom It May Concern:

I am writing this letter to recommend Ceres Environmental Services, Inc. as a debris removal contractor. I had the opportunity to work with Ceres during the aftermath of Hurricane Ian that hit Southwest and Central Florida, causing significant damage to Arcadia. Ceres provided exceptional debris removal services that were crucial to our community's recovery efforts.

Hurricane Ian caused extensive flooding in the City of Arcadia. Many main roads in the area were completely submerged and cut off emergency response personnel from getting in the City. Additionally, a major fuel shortage affected Southwest Florida. Despite these challenges, the Ceres team found a suitable route on the east side of the City for their equipment. Ceres personnel commuted to and from Central Florida with fuel transfer tanks, which allowed them to keep their crews working seven days a week, ensuring that the cleanup effort continued without interruption.

Ceres collected, hauled, and disposed of 97,379 cubic yards of debris. Their service was prompt and efficient, their team of professionals are highly skilled in removing hurricane and flood-generated debris. Their ability to handle a significant amount of debris in a safe and timely manner was critical to the community's recovery efforts. They completed the project in less than 60 days, which allowed the City to receive maximum FEMA reimbursement.

Overall, I highly recommend Ceres Environmental Services, Inc. for any future debris removal projects. Their reliability, efficiency, and dedication to this project was unmatched, and I am confident that they will provide exceptional service and exceed your expectations.

Please do not hesitate to contact me if you require any additional information regarding their work.

Sincerely,

Director of Public Works

City of Arcadia

CITY OF MOUNT DORA
PUBLIC WORKS AND UTILITIES

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

February 9, 2023

Tia Laurie, Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

Re: Hurricane Ian and Hurricane Nicole Debris Removal

Dear Tia;

Please accept my profound appreciation for all the hard work your team did for the City of Mount Dora as we recovered from these two back-to-back storm events.

Hurricane Ian was a first-time experience for some of us in this community and we are very grateful for the expeditious debris removal service Ceres was able to provide from the days leading up to the storm, and days and weeks after the storm. Ceres brought experience and confidence that made the situation easier than it might have otherwise been for us.

The staff we interacted with were always considerate and understanding of our situations. We had two key events during this debris clean up -- a bike rally one weekend and craft fair the following week. The advanced preparation by your team produced immediate results within a remarkably short time, allowing success for both weekends. The responsiveness to specific situations was greatly appreciated by all the concerned organizations here at Mount Dora.

Thank you for the quality of services the CERES provided to this community. May I especially recognize the continuous communication and care that I received from Don Stubblefield as he strove daily to keep us on target and satisfy the needs of our entire community.

Sincerely,

George Marek

Digitally signed by George Marek
Date: 2023.02.09 12:42:15 -05'00'

George Marek
Director of Public Works
City of Mount Dora

LARIMER COUNTY | OFFICE OF EMERGENCY MANAGEMENT

P.O. Box 1190, Fort Collins, Colorado 80522-1190, 970.498.7010, Larimer.org

January 21, 2022

RE: Ceres Environmental Services

To Whom It May Concern:

This letter should serve as a letter of recommendation for Ceres Environmental Services for their debris management efforts on Larimer County's behalf after the Cameron peak Wildfire and the Black Hollow Debris Flow.

Ceres Environmental Services, Inc. provided exceptional performance during the roughly $4,200,000.00 hazard tree removal project inside the Front Range resulting from the Cameron Peak Fire. As the Director of Emergency Management for Larimer County, I was responsible for all aspects of the hazard tree removal project, including coordination amongst key stakeholders from the U.S. Forest Service, FEMA, the State of Colorado, other County Departments, multiple HOAs, and individual residents. Ceres met the challenging demands of the project with strong leadership, and a team of professionals possessing expert knowledge of planning for and removing hazardous trees. It was evident that Ceres had completed projects of similar scope and complexity numerous times before our project in Larimer County.

The Ceres' project management team engaged with the County early and often prior to the start of the project. During the initial planning phase, we collectively shared ideas for the concept of operations, unique features of the impacted area, path through the project, messaging to residents, and overall goals for the program. Ceres brought continuity and competency to the response offering lessons learned from past fire responses and disaster projects. At final tally, Ceres removed 14,207 hazardous trees along 65+ miles of roads in very difficult terrain. When a debris flow impacted the County near the project, Ceres quickly changed focus, and mobilized personnel and equipment to assist search and rescue and recovery operations. Even with the changing scope, the project finished ahead of schedule.

During the hazard tree removal process, a catastrophic debris flow occurred in the Black Hollow drainage in the Cameron Peak Fire area, causing the death of four people and the destruction of multiple structures. Ceres was able to shift operations quickly and effectively to assist with Search and Rescue efforts and later with debris removal from the site.

LARIMER COUNTY

I specifically appreciated Ceres consistent attention to any concern I raised and their commitment to resolving any problem quickly and effectively. Ceres started and finished operations along ROWs mile-by-mile in a systematic and orderly fashion. This is a key component of any disaster project as it reduces the length of time that our operations impact residents as they rebuild on their property.

Ceres is also deserving of our recognition and its accomplishments are quite noteworthy.

- Ceres deployed cutting-edge forestry resources (Sennebogens) and efficient industry work methods, completing over 60% of the work with its own forces.
- Ceres introduced forestry and tree removal practices not anticipated in the original contract, providing cost savings while consistently protecting areas containing sensitive environmental resources.
- Ceres developed and implemented a Steep-Slope Operations Plan to remove and chip hazardous trees on rugged terrain. The steep slope operations plan reduced the overall safety risk to all stakeholders while improving project performance.
- Working inside the Front Range, the County has a limited window to start and finish infrastructure projects. Ceres coordinated with other County Departments and their contractors to ensure hazard tree removal operations did not adversely impact other county infrastructure and recovery projects.

I highly recommend Ceres to any other jurisdiction, both in Colorado and across the United States. Please contact me with any questions or concerns at 303-656-3214 or via email at hodgeslr@co.larimer.co.us. Thank you.

Regards,

Lori R. Hodges

Lori Hodges, Director
Office of Emergency Management
Larimer County

Mark R. Johnson
Mayor

March 23, 2022

To Whom It May Concern,

It is my great pleasure to recommend Ceres Environmental Services Inc. to any organization in need of debris removal services. The City of Covington, located in southeast Louisiana, completed an RFP for a standing debris removal service contract over the summer of 2021 and executed a contract in early August 2021. Less than one month later Hurricane Ida formed in the Gulf of Mexico and was projected to impact the City of Covington. Within hours of being notified of the possible strength of the storm, Ceres contacted our staff to provide assurance they were ready to respond if needed. The City pre-emptively issued a purchase order one day ahead of the projected impacts to enable Ceres to activate immediately if necessary.

Weather bands from Hurricane Ida started rolling in the evening of Sunday, August 29th, 2021. Severe weather conditions continued throughout that evening until approximately 6:00 AM Monday morning, at which point the City's Public Works Director determined roads were impassable and we needed to activate Ceres. By 7:00 AM I made direct contact with our Ceres representative and a crew was mobilized. By 11:00 AM our assigned Project Manager arrived in town and a kickoff meeting was held. By 1:00 PM the city was divided into response zones and several debris crews were in route to our area. Debris push efforts on City roads began the following morning at sunrise.

The immediate response by Ceres within hours of activation was the key component to the City being able to clear roads for emergency response and reentry. Not only were the crews able to move quickly and efficiently, our Project Manager had a strong understanding of FEMA regulations. It was immediately clear that the City's ability to seek FEMA reimbursement based on eligibility was a priority for Ceres.

Our Project Manager and debris crews were in Covington working nearly 7 days a week from August 30th through mid-December. During this time, Ceres demonstrated their ability to operate independently, which allowed the City's leadership to focus on re-establishing City operations. Our Project Manager maintained on-going coordination with the staff, provided notifications of time-sensitive matters, and kept a sharp focus on the community's need to recover and return to daily life as quickly as possible. Meanwhile, he continued to prioritize the City's eligibility for FEMA reimbursement.

I can confidently say the City of Covington's speedy and successful recovery in the wake of Hurricane Ida is in large part due to the excellent planning and execution of our Ceres team.

Sincerely,

Erin Bivona
Chief Administrative Officer
City of Covington, LA

City of Thibodaux- Office of Emergency Preparedness
310 North Canal Blvd. P.O. Box 5418
Thibodaux, La. 70302

January 7, 2022

David McIntyre
Ceres Environmental

I would like to offer my personal thanks to you for the efforts of Karl Dix, Mike Beevers and Mike Dillard for their work in support of the City of Thibodaux in response to Hurricane Ida.

I would like to preface my gratitude with some of my personal background. I am currently serving with the City of Thibodaux as the Special Projects Coordinator, as well as the Emergency Preparedness Director. I started this position in 2019 having just retired from the U.S. Marshals. I had a total of 28 years in service, serving as a supervisory federal law enforcement agent for 17 years of those 28 years. In addition, I also served as a leader in the U.S. Army- Louisiana National Guard for 31 years (retiring as a Colonel in 2015). Of my 31 years, I served 19 years in eight different command assignments. Between these two careers, I have supervised over 100 emergency management events (including a tour in Iraq as the Commander of Security Forces in the Green Zone). These events spanned the elected terms of 6 U.S. Presidents and 7 Louisiana Governors.

Karl, Mike B. and Mike D. are some of the best leaders I have ever seen in this line of work. Their ability to take strategic concepts and turn them into operational programs is outstanding. There are three things that set these leaders above their peers in this industry: their problem solving, their ability to interact with others and their decision making. I have personally watched them interact with residents, politicians and governmental leaders in the past 5 months. Their ability to move through issues to solutions is a testament to their ability as leaders. They see problems and solve them before progression migrates to major events.

These three leaders have established a level of production that is rarely seen in debris management. They have represented Ceres Environmental in a dynamic fashion and are a testament to the ability of your team. I know that you are well aware of their value as leaders and I want to thank you for allowing them to help us get through this tough time. Leadership is not about personal achievement, leadership is about impact to those around us. Karl, Mike B. and Mike D. have truly made an impact here and we thank you as well for effort: Job well done!

Jacques Thibodeaux
Special Projects Coordinator
Emergency Preparedness Director
City of Thibodaux

City of Gonzales

120 SOUTH IRMA BOULEVARD • GONZALES, LOUISIANA 70737 • PHONE (225) 647-2841 • FAX (225) 647-9557

BARNEY D. ARCENEAUX
MAYOR/ADMINISTRATOR

TIMOTHY R. RILEY-Division A
COUNCILMAN
DRAINAGE
MAYOR'S YOUTH COUNCIL

KIRK J. BOUDREAUX-Division B
COUNCILMAN
MAYOR PRO-TEMPORE
TREASURER/FINANCE
STREETS
AEDC LIAISON

HAROLD L. STEWART-Division C
COUNCILMAN
SANITATION
TOURISM

TYLER J. TURNER-Division D
COUNCILMAN
ASSISTANT TREASURER
UTILITIES
ORDINANCE

JOHNNY A. BERTHELOT-Division E
COUNCILMAN
RECREATION
ENGINEERING
PUBLIC SAFETY

SHERMAN D. JACKSON
CHIEF OF POLICE

TRACEY N. NORMAND
FIRE CHIEF

SCOT BYRD
CITY CLERK / CAO

MATTHEW I. PERCY
CITY ATTORNEY

October 25, 2021

Mr. Karl Dix
Director of Client Services
CERES Environmental Operations
6968 Professional Parkway
Sarasota, FL 34240

RE: Debris Removal Hurricane Ida

Dear Mr. Dix:

I am writing to acknowledge and commend CERES Environmental Operations for the excellent performance related to disaster debris removal following Hurrican Ida's landfall in Gonzales. Immediately after the storm passed, CERES mobilized with a large volume of equipment and personnel to begin vegetative debris removal. The CERES team, and their sub-contractor, was well equipped to, not only, meet the physical demand, but also extremely familiar with the tedious requirements related to federal funding.

Key staff within the CERES organization provided excellent customer service and addressed all citizen concerns with a sense of urgency and professionalism. While Gonzales' debris removal activities were being well maintained by CERES, City of Gonzales DPW staff was able to focus on alternate infrastructure recovery efforts. At project completion, CERES hauled, chipped and disposed of 91,230 cubic yards vegetative debris and disposed 14,811 cubic yards C&D in only 40 days.

The City of Gonzales is honored to have completed a successful FEMA funded project with CERES, and I would whole-heartedly recommend the CERES team for emergency debris removal activities.

Sincerely,

Jackie Baumann, P.E.
City Engineer

CC: Mayor Barney Arceneaux

GAVIN NEWSOM
GOVERNOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

MARK S. GHILARDUCCI
DIRECTOR

December 13th, 2021

Subject: Contractor Reference Letter – CTL Forest Management, Inc.
Camp Fire State Hazard Tree Removal Program

To Whom it May Concern:

This letter is to commend C.T.L. Forest Management, Inc. dba Ceres Forestry (CTL) on their exceptional performance during the performance of their $243,000,000 hazard tree removal contract in support of the Camp Fire State Hazard Tree Removal Program. The California Governor's Office of Emergency Services (Cal OES) oversaw this program in partnership with the California Environmental Protection Agency's Department of Resources Recycling and Recovery (CalRecycle) as part of the State of California's overall response and recovery to the 2018 Camp Fire in Butte County, the deadliest and most destructive wildland fire in state history. For the full duration of heavy field operations, I served as the State's Incident Commander for the Program. From my perspective as the senior government project manager, CTL met the challenging demands of the project with strong, capable leadership and a team of professionals possessing a "can do" attitude. CTL partnered with us every step of the way and exceeded our expectations in many respects, allowing the affected residents and communities back to normal faster than anticipated.

The CTL Incident Management Team, who served alongside my team throughout the 12-month project, brought commitment, continuity, and competency to the response. I specifically appreciated the CTL Incident Commander's consistent attention to any concern I raised and his commitment to resolving any problem quickly and effectively. CTL's management team remained tirelessly devoted to this mission, removing just over 59 thousand hazard trees across over 2,500 enrolled private parcels ahead of schedule while consistently exceeding our standards. CTL started and finished operations on individual parcels quickly, as they had a solid methodology of safe and rapid clean up once tree felling was complete. This is of key importance to us, as it limits the length of time during which our operation affects the disaster survivor and potentially limits their ability to reside or rebuild on their property. Chiefly, CTL did not leave properties with trees cut and logs/slash waiting for collection.

Since the conclusion of the Program, Cal OES has adopted many of the best practices demonstrated by CTL as standard expectations.

CTL's Operational Team is also deserving of our recognition and its accomplishments are quite noteworthy. They include:

- CTL deployed cutting-edge forestry resources and efficient industry work methods, including completing 52 percent of the work with its own forces.
- CTL introduced forestry and tree removal practices not anticipated in the original contract, providing cost savings while consistently protecting areas containing sensitive cultural and environmental resources.
- CTL brought deep experience from other disaster recovery projects to provided valuable lessons learned and insight to help Cal OES and CalRecycle enhance the effectiveness of the planning process while increasing operational efficiencies.
- CTL played a critical role in devising and implementing the Hazard Tree Steep Slope Plan. CTL's Steep Slope Plan reduced the risks associated with cutting hazard trees on rugged terrain and improved the performance and safety of everyone involved in these critical operations.
- CTL led the multidisciplinary planning and execution process to ensure that biological and archaeological resources were protected while efficiently removing the hazard trees in these sensitive project areas. This is particularly evident in Honey Run and Concow where extensive cultural and environmental resources required intensive coordination and specialized operations.

From my personal experience, CTL remained considerate and understanding of the challenges experienced by each stakeholder on the project and demonstrated considerable flexibility and diversified experience, consistently exceeding our high expectations. It was a pleasure working with CTL throughout this project, and I am happy to recommend them to any other disaster management agencies who may require similar services.

Sincerely,

Cole Glenwright

Digitally signed by Cole Glenwright
Date: 2021.12.13 15:11:58 -08'00'

Cole Glenwright
Incident Commander, Camp Fire State Hazard Tree Removal Program
California Governor's Office of Emergency Services

WESTON WAMP
COUNTY MAYOR

JOHN A. AGAN, P.E.
DIRECTOR
ENGINEERING &
FACILITIES MAINTENANCE

HAMILTON COUNTY, TENNESSEE

Tia Laurie, Director of Administration
Ceres Environmental Services, Inc.
6968 Professional Parkway East
Sarasota, Florida 34240

Subj: Letter of Recommendation

Dear Ms. Laurie,

As director of Engineering and Facilities Maintenance for Hamilton County, I was assigned to coordinate and manage the debris removal contract with your firm after Hamilton County sustained an EF-3 Tornado disaster on April 11, 2020. At the onset of the contract initiation with Ceres, your team immediately contacted us and commenced planning to be onsite within 24 hours. The dedication, determination, and professional performance by all the Ceres team members and sub-contractors started with resilience and maintained so until project completion.

The debris removal effort included a total of 408,475 cubic yards (376,043 cubic yards were vegetative, and 32,432 cubic yards were C&D material). The debris removal effort was completed safely and efficiently in the 45 day period required by FEMA guidelines. The contract amount was $5,369,509.80.

The project management team provided daily information on the removal process along with detailed and coordinated weekly meetings. The Ceres project management team worked to ensure compliance with all FEMA guidelines, and USACE recommendations, ensuring that Hamilton County reimbursement was not jeopardized.

Ceres displayed an outstanding team attitude in the interaction between Hamilton County officials, the debris monitoring firm, and the FEMA assigned USACE subject matter expert team. Ceres' professionalism and debris removal expertise was critical in the timely restoration of our community, and allowed for a quicker return to normalcy for our residents.

Ceres is highly recommended for any future debris removal projects. Please feel free to forward this letter to agencies requiring a recommendation, and let them know that they can contact me.

Sincerely,

John A. Agan, PE
Director
Engineering & Facilities Maintenance
Hamilton County, Tennessee
(423) 209-7840

TOWN OF ST. JAMES

October 22, 2018

Mr. Karl Dix
Director of Client Services
CERES Environmental Services
3825 85th Avenue N
Brooklyn Park, MD 55443

Dear Karl;

This letter is in reference to the recovery work that CERES provided to the Town of St. James because of Hurricane Florence.

Hurricane Florence was a first time experience for many of us here in this community and we are very grateful to the assistance that CERES was able to give us from the days leading up to the storm, during the storm and the days and weeks after the storm.

CERES brought experience and confidence that made the situation easier than it might otherwise have been for us. The staff that was here, as well as the staff that we interacted with were always considerate and understanding of our situations. The advance preparation by your team produced immediate results that facilitated our ability and desire to get the recovery underway within a remarkably short time. The responsiveness to specific situations was greatly appreciated by all of the concerned organizations here at St. James.

Thank you for the quality of services that CERES provided to this community.

Sincerely;

Gary 2 Brown

Gary Brown
Town Manager

4140-A Southport-Supply Road SE, St. James, NC 28461
Telephone: (910) 253-4730 Fax: (910) 253-4732 E-mail: tosj@stjames.town

Livingston Parish

Office of Homeland Security and Emergency Preparedness

MARK HARRELL
Director

BRANDI JANES
Deputy Director

18 September 2018
LOHSEP/MH/BJ/185

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Ref: Debris Removal for the Great Flood of August 2016

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Livingston Parish residents were changed forever beginning August 11, 2016, when heavy rains and extensive flooding ripped through our parish and surrounding areas. The Parish had a pre-event contract with Ceres Environmental and immediately hired Ceres Environmental to remove, process and dispose of approximately 1,348,249 cubic yards of debris for $16,399,988.71 once the flood waters receded and residents were able to get back into the area.

Ceres Environmental was on the ground within *72* hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the project. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of Livingston Parish, its other contractors and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for an NRCS Emergency Watershed Protection project.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

P.O. Box 1060, Livingston, LA 70754
225-686-3066 225-686-7280 Fax

Please feel free to contact my office to discuss this request. Your assistance in this matter is greatly appreciated.

Respectfully,

Mark Harrell, LOHSEP Director
P.O. Box 1060
Livingston, LA 70754
lohsep1@lpgov.com
Telephone: (225) 686-3066

MIAMIBEACH
City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

PUBLIC WORKS, Sanitation Division
Tel: (305) 673-7616, Fax: (305) 673-7627

September 6, 2018

RE: LETTER OF RECOMMENDATION

Dear David Preus,

The City of Miami Beach Public Works Sanitation Division would like to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As we are all aware of the difficult challenges that the 2017 hurricane season brought to many parts of the country, Hurricane Ira was especially unkind to the State of Florida in particularly Miami Beach. Although Ceres Environmental was not the city's primary contractor, once contact was made your company mobilized and responded to the city's needs. Being a top world destination and our busy season was approaching, it was crucial that the City return to normal and time was of the essence. Approximately 150,000 cubic yards of debris were collected, processed and disposed of within a 50 day time frame. Ceres Environmental was instrumental in helping our residents and business owners limit the amount of hardships and financial losses that play an important factor on how well a community rebounds form a natural disaster.

I would highly recommend Ceres Environmental to other municipalities in times of crises. My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Respectfully,

Alberto Zamora, Sanitation Division Director
City of Miami Beach

JACKSONVILLE BEACH

DEPARTMENT OF PUBLIC WORKS

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
[P] 904.247.6268
[F] 904.247.6276

www.jacksonvillebeach.org

August 23, 2018

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota, FL 34240

Dear Mr. Preus,

On behalf of the City of Jacksonville Beach, I would like to commend Ceres Environmental Services, Inc. and your subcontractor (Arbor Masters) on the debris management, recovery and response services put forth during the Hurricane Irma event.

The lives of many Florida residents were changed forever on September 10th 2017, when Hurricane Irma ripped through our state. The City of Jacksonville Beach, located on the Northeast Coast of Florida was one of the areas impacted by Hurricane Irma. The City authorized its Debris Contractor Ceres Environmental Services, Inc. at a cost of $ 1,130,639.50 to remove, process and dispose of 68,076.93 cubic yards of vegetative and construction and demolition (C&D) debris.

Ceres Environmental Services, Inc. was on the ground within 72 hours. They exhibited great reliability and dedication during the entire process. Ceres strictly adhered to the established unit prices in the contract and FEMA debris removal guidelines to achieve the reimbursement rates for the City. Their team was organized and worked diligently to meet the City's needs.

For the reasons stated above, I highly recommend Ceres Environmental Services, Inc. as a disaster debris contractor.

Sincerely,

Ty Edwards

Ty Edwards, P.E.
Director of Public Works
City of Jacksonville Beach
1460A-Shetter Ave.
Jacksonville Beach, Fl. 32250

BOARD OF COMMISSIONERS
DOUGHERTY COUNTY
ALBANY, GEORGIA

COUNTY COMMISSION:
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CLINTON JOHNSON, VICE CHAIR
GLORIA GAINES
JOHN HAYES
LAMAR HUDGINS
ANTHONY JONES
EWELL LYLE

COUNTY ADMINISTRATOR
RICHARD CROWDIS

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Ref: Dougherty County Debris Removal

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Dougherty County residents were changed forever on January 22, 2017, when a tornado ripped through our community. Dougherty County, which is located in Southwest Georgia procured the services of Ceres Environmental to remove, process and dispose of approximately 950,000 cubic yards of debris for $9.5 million.

Ceres Environmental was on the ground within 72 hours. They showed extremc reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the Dougherty County. Organized and diligent, their team quickly adapted to meet our needs.

Ceres Environmental helped to organize and utilize local contractors, allowing local people to heal by doing something to help in their own backyards. After witnessing the success and partnership of the County and Ceres Environmental, we have elected to continue to use Ceres for debris cleanup for Private Property Debris Removal.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Michael McCoy
Interim County Administrator

PUBLIC WORKS DEPARTMENT

City of Port St. Lucie

Accredited Agency – American Public Works Association

"A City for All Ages"

To: David Preus, Ceres Senior Vice President, Disaster Recovery Division

From: Joe Mercurio – City of Port St Lucie Emergency Manager

Date: July 10, 2018

Re: PSL Debris Management _ Letter of Recommendation

The City of Port St Lucie Debris Management Team seeks to congratulate Ceres Environmental Services, Inc. on the highly successful operations in debris recovery in the aftermath of Hurricane Irma.

As the lore of Hurricane Irma passes into the record books, it was Ceres Environmental who served as the City of Port St Lucie Prime Debris Hauler Contractor to this devastating storm event. As well-known throughout Florida, the direct impact of Hurricane Irma played a significant role in the response and recovery efforts of the entire debris haul industry and how the logistical response was to be met. Ceres Environmental was instrumental in first response to initiate "First Push" to clear main roads throughout the City. A detailed analysis was presented for clean-up actions with an expected time-line that had to work with the given City Debris Management Plan.

The City of Port St Lucie was aggressive in time constraints to service the community and we worked well with Ceres to promote effective and efficient debris collections strategies to ensure safety, proper mobilization, and economic securities for the general population as well as the company. Their efforts were directly responsible to the collection of over 86,000 CY of vegetative material with billing receipts totaling over $1.25 million. Ceres Environmental remained committed as well as loyal to the City as stronger incentives offered by affected communities lured other companies away from promised commitments. Ceres stood by Port St Lucie, and for that we are indebted.

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Respectfully,

Joe Mercurio
Project Manager, Emergency Management
City of Port St. Lucie
(772) 871-5175 - W
(772) 618-5093 - C
jmercurio@cityofpsl.com

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

June 21, 2018

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The City of Winter Park experienced significant damage on September 11, 2017 when Hurricane Irma impacted most of the State of Florida. The City of Winter Park immediately went to work, hiring Ceres Environmental at a cost of *$880,653.53* to assist in removing in excess of *55,000* cubic yards of debris.

Ceres Environmental was on the ground within *72* hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the City. Organized and diligent, their team quickly learned our people, our systems and our area. Ceres Environmental helped to organize and utilize Florida contractors, allowing local people to heal by doing something to help in their own backyards. Ceres assistance allowed residents in Winter Park to return to normal after only two months. After witnessing the profound success and partnership of Winter Park and Ceres Environmental, Winter Park again, after formal solicitation, selected Ceres to assist should another storm arise anytime in the next five years.

Ceres Environmental has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Keri Martin
Debris Project Manager

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota, Florida 34240

June 18, 2018

Dear Mr. Preus,

I am writing this letter on behalf of the City of Sarasota to both thank you and your staff, along with offering this letter as a recommendation for Ceres Environmental to any agency that may need recovery assistance following a disaster.

On September 10th, the City of Sarasota was impacted by Hurricane Irma making its pass through our City as a Category 1 storm. Days prior to its impact, Ceres's staff were in constant communications with the City assessing our potential needs based on at that time, prior to landfall, was expected to be a Category 3 to 4 storm. As this was the first time we needed to activate a contract in over 15 years, your staff showed extreme reliability and professionalism in working with myself and other emergency management staff of the City both prior to and immediately following its impact on us.

Ceres met its contractual obligations to be on site within 72 hours to remove, process and dispose of approximately 60,000 cubic yards of debris. The staff's extensive knowledge of the public assistance program and strict adherence to FEMA's debris removal guidelines is expected to result in complete reimbursement of approximately $950,000 in expenditures.

In recognition of Ceres performance and its ongoing commitment to our area, Ceres again was awarded a three-year contract as the top ranked proposer to our recent request for proposals for recovery services. We look forward to our continued relationship.

Sincerely,

Doug Jeffcoat
Public Works Director
City of Sarasota
Douglas.Jeffcoat@Sarasotafl.gov

The City of Florida
Palm Bay
www.palmbayflorida.org

David Preus
Senior Vice President
Disaster Recovery Division
Ceres Environmental Services, Inc.
6968 Professional Pkwy East
Sarasota FL 34240

Dear Mr. Preus,

It is my pleasure to offer this letter of recommendation for Ceres Environmental to any area that is unfortunately affected by a natural disaster.

The lives of many Florida residents were changed forever on September 10th 2017, when Hurricane Irma ripped through our state. The City of Palm Bay, located on the East Coast of Florida was one of the areas affected by Hurricane Irma. The City's leadership team immediately went to work, hiring Ceres Environmental at an approximate cost of $2 Million +/- to remove, process and dispose of approximately 110,*000* +/- cubic yards of debris.

Ceres Environmental was on the ground within *72* hours. They showed extreme reliability and dedication in the midst of chaos. They educated staff on federal requirements and strictly adhered to FEMA debris removal guidelines to achieve greater reimbursement rates for the *City*. Organized and diligent, their team quickly adapted to meet the City's needs.

After witnessing the success and partnership of the City of Palm Bay and Ceres Environmental Services Inc, the City went ahead and renewed their contract with Ceres for another year.

Ceres Environmental Services Inc has my highest recommendation, and I am happy to furnish more details if you would like additional information.

Sincerely,

Barney Weiss
Asst. Public Works Director
City of Palm Bay

811

MIAMI-DADE COUNTY

Solid Waste Management
2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

111 NW 1st Street • Suite 1610
Miami, Florida 33128
T 305-514-6666

miamidade.gov

November 3, 2017

Mr. Jamie Triplett
Area Manager
Ceres Environmental
3825 85th Avenue North
Brooklyn Park, MN 55443

Dear Mr. Triplett:

On behalf of the Miami-Dade County Department of Solid Waste Management, I would like to thank Ceres Environmental for your participation in the Hurricane Irma debris removal effort as one of six prime contractors. The quality and quantity of work performed by Ceres Environmental during this emergency response has met our expectations. Further, your firm's responsiveness and focus on customer service have been very helpful to the Department.

Again, thank you for your service to Miami-Dade County.

Sincerely,

Paul Mauriello
Deputy Director for Operations
Miami-Dade County
Department of Solid Waste Management

BEAUFORT COUNTY PUBLIC WORKS
Solid Waste and Recycling
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2800 Facsimile (843) 255-9435

Mr. David Preus
Ceres Environmental Services Inc.

Dear Mr. Preus:

I am writing to express my appreciation for the performance of the entire team from Ceres in the debris operations for Hurricane Matthew. As our debris removal firm the level of support and professional performance provided has been exceptional in all regards. My direct point of contact with your firm was Project manager Mike Beevers. Mike supported the County in an outstanding manner and his counsel was invaluable throughout this operation. He is a professional in all respects and helped to establish a high standard for compliance. On a personal level, Mike was extremely responsive to answer any questions and provide the assistance I required. As the Debris Manager I am not exaggerating when I state that without his diligence, knowledge, and ability to gain the cooperation within the team we would not have been as effective. Mike is a" machine". As a team we moved 72% of all ROW debris into the DMS sites in the first 90 days of operation; over 90% of hangers and leaners were addressed in the same period. FEMA and SCEMD officials remarked that "Beaufort County had their operation together". Mike played a huge part in making that happen. If I ever had to do this again I would want Mike as my Project Manager.

Providing Karl Dix to assist with the process allowed the County to get a jump on a difficult task. Without his vital help we would have been overwhelmed with obtaining PPDR approval from FEMA and removing debris from 83 individual private communities. Karl provided essential high level technical support and coordination for the debris removal operation. He is a treasure trove of knowledge and expertise that worked seamlessly with the entire County staff. Ralph Sosabe is the most effective problem solver I have ever worked with. His professionalism, personality and ability to communicate with our citizens kept things moving smoothly. Ralph handled the most difficult situations with ease which I sincerely appreciated. His ability "To Make the Noise Stop" was nothing short of incredible.

Bottom line, Ceres did an exceptional job and I am thankful for each member of your team. You exceeded expectations in every area and continue to provide us with excellent customer service. I am forwarding a copy of this letter to our Administration and Purchasing Department for future reference.

Regards

James S. Minor Jr.

JAMES S. MINOR, JR
SOLID WASTE / DEBRIS MANAGER

COLUMBIA COUNTY
GEORGIA
Emergency & Operations Division

LETTER OF RECOMMENDATION

February 9, 2015

To Whom It May Concern:

As the Debris Management Services Contract Manager, please accept this letter as my official recommendation for CERES Environmental Services, Inc.

Columbia County has maintained a pre-event debris management contract with CERES since 2008 and activated the contract when Ice Storm Pax deposited one inch of ice on our trees/vegetation and overhead utilities in February 2014. CERES immediately responded, mobilized their workforce and started the task of removing over 535,000 cubic yards of debris from our right of ways.

CERES was professional in every aspect of this operation, from removing the debris to transporting it to final destinations. During the debris removal operations, CERES provided me with a "zone map" of the county and provided daily information so that I could let our citizens know when they should have their debris out on the public right of way for pick up. They cleaned the areas following the pick-ups, which made our citizens very happy.

Additionally, CERES assisted us with FEMA documentation all along the way to assure that we received the maximum amount of State and Federal reimbursement possible, resulting in a 92% cost recovery for our County.

In summary, I can attest to the fact that CERES has years of experience – and from the first day to the last day of our project – they performed their work in an admirable and cooperative manner. They did everything expected – and even exceeded our expectations in getting our community back to normal as quickly as possible.

Please feel free to contact me if you have any questions or need more information in this regard.

Sincerely,

Pam Tucker

Pamela P. Tucker
Director

2 Ability to Perform the Work

2.1 Capabilities

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying from its disaster response facilities in California, Florida, Louisiana, Minnesota, Puerto Rico, Texas, the Virgin Islands and Christchurch, New Zealand. Since its founding in 1976, Ceres has been awarded over **$2.5 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding", the highest rating available at that time.** Ceres was specifically noted for use of local contractors; quality, efficiency, and swiftness of performance; and cooperation while managing a changing and evolving work scope for the single largest geographic area of operation post Katrina.

Disaster Experience – Notable Events

Ceres responded to numerous disaster events, including hurricanes, tornados, floods, winter storms and fires. The following is a selection of major events that Ceres responded to in the past.

Ceres Response to Hurricanes
Hurricane Idalia (2023)
Hurricane Ian (2022)
Hurricane Ida (2021)
Hurricanes Delta, Hanna, Laura, Sally and Zeta (2020)
Hurricanes Michael and Florence (2018)
Hurricanes Harvey, Irma, and Maria (2017)
Hurricanes Hermine and Matthew (2016)
Hurricanes Sandy and Isaac (2012)
Hurricane Irene (2011)
Hurricane Ike (2009)
Hurricanes Gustav and Dolly (2008)
Hurricanes Katrina and Wilma (2005)

Ceres Response to Winter Storms
Winter Storm Mara (2023)
Winter Storm Uri (2021)
Oklahoma Ice Storm (2020)
Kansas Snowstorm (2019)
Winter Storm Goliath (2015)
Georgia Ice Strom (2015)
Winter Storm Pax (2014)
NC Winter Storm (2014)
Winter Storm Atlas (2013)
Connecticut Winter Storm (2011)
Kentucky Ice Storm (2009)
Oklahoma Ice Storm (2007)

Ceres Response to Tornados and Strong Wind Events
TX, LA, FL, GA, TN Tornados/Wind Events (2024)
Mississippi Tornados (2023)
Tornado following Hurricane Ian (2022)
Iowa Derechos (2022 and 2020)
April Tornados – TN and MS (2020)
Macroburst in Connecticut (2018)
January Tornado – GA and AL (2017)
Spring Tornados – MS and AL (2014)
Macroburst in North Carolina (2013)
April Tornados in Alabama (2011)

Ceres Response to Floods
Great Vermont Flood (2023)
California Floods (2023)
Louisiana Floods (2016)
Bastrop County Floods (2016)
Iowa Floods (2008)

Ceres Response to Fires
New Mexico Wildfires (2022)
Cameron Peak Fire in Colorado (2020)
Oregon Wildfires (2020)
Camp Fire (2018)
California Wildfires (2017)

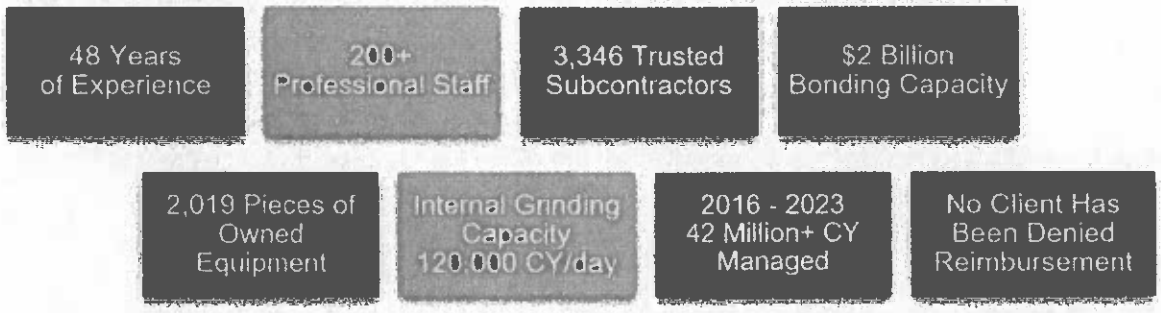
Ceres first began operations in 1976 in response to Dutch Elm disease. Since that time, Ceres has responded to hundreds of disaster events across the U.S., on remote island chains and even in different countries. In that time, Ceres has grown from a single company into a multinational family of companies and divisions that provide resources, support, and services to the Disaster Recovery Division. These business units currently employ a total of more than 600 trained and experienced core personnel; this core team has expanded to over 1,500 when necessary, during recovery response missions. Our team possesses competencies and capabilities in the following areas.

- *The Ground Up* – Houston-based green waste recycling company focusing on yard waste disposal, grinding, and mulching operations.
- *Vesta Equity* – an investment company specializing in finance and real estate. Part of its mission is supplying financing for business operations and real estate ventures. Ceres uses our affiliated company Vesta as a financing resource, allowing Ceres to easily finance our activities. For example, during our 2018-19 storm response, Ceres utilized working capital of approximately $100 million in several instances, including during California wildfire recovery work.
- *C.T.L. Forest Management, Inc.* – California forestry focused company that performs large-scale post-wildfire hazard tree removal programs in Oregon and California and conducts disaster mitigation, such as fuels reduction and fire hardening projects. Ceres/C.T.L. are the largest owner/operator of Sennebogens in the world. This specialty tree removal equipment utilizes a cutter head and elevated cab to limit tree personnel on the ground to remove hazardous trees.
- *Civil Works* – focused on large, horizontal construction projects such as levees, dikes, and other flood control works.
- *Equipment* – supports Disaster Response and Civil Works managing 2,019 pieces of equipment and 33 mechanics, as well as additional support personnel.

The companies fulfilled a long-term Corporate strategic goal of owner and President David McIntyre – to develop a suite of diversified, yet complementary and related businesses to support Disaster Recovery and Response in any large and diverse disaster debris activation(s). Each business unit and division play a vital role in the overall company strategy and Ceres can draw on the strength and synergies of each company to ensure that the personnel, technology, equipment, and finances required to successfully complete large-scale missions. This strategy allows Ceres to:

- Retain long-term employees between disaster recovery assignments
- Keep heavy equipment on-hand, at-the-ready and operational
- Provide financing to ensure that we can pay subcontractors promptly and purchase additional equipment necessary to self-perform

CERES HAS NEVER DEFAULTED ON A CONTRACT OR FAILED TO COMPLETE ANY WORK AWARDED.



Advantages of Ceres

Feature	Benefit to City of Tyler	
Solid Experience and Consistent Performance	Low Risk of Poor Performance	Exemplary performance on over 330 FEMA-funded Emergency Debris Management contracts with an awarded value of over $2.5 billion dollars for various government agencies.

Feature	Benefit to City of Tyler	
Rapid Disaster Response and Mobilization	Improved Safety and Rapid Completion	In October 2018, Hurricane Michael ripped through Georgia leaving damage and destruction in its path, with the hardest hit areas in Southwest Georgia. As a result, Ceres was activated by the U.S. Army Corps of Engineers (USACE) to remove debris in 13 Southwest Georgia counties. We mobilized staff and some equipment prior to the formal Notice to Proceed (NTP). Ceres collected a total of 4.2 million cubic yards of debris in the first 90 days. At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. **Ceres received the highest possible quality rating for this work – Exceptional** – based in part on our high production rates despite numerous scope changes and severe weather.
Long, Varied History of Disaster Recovery Experience	Maximum FEMA Reimbursement	Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. Throughout Ceres' history, **no client has been denied reimbursement for work Ceres has performed.** Over the past fifteen years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, typically between 75% and 100% based on FEMA regulations.
Large Scale Experience and Multiple Event Response	Successful Task Completion	In 2023 Ceres managed 24 activations spanning from the East Coast to the West Coast of the contiguous United States and in Puerto Rico. Ceres provided debris removal services in response to extensive flooding and mudslides in California following the Atmospheric River, wildfires in New Mexico, Winter Storm Mara in Texas, the Great Vermont Flood, and Hurricane Idalia in Georgia and Florida. Additionally, Ceres performed projects focused on waterway debris removal in Louisiana and Florida. In 2022, Ceres responded to 27 contract activations in Florida following the landfalls of Hurricanes Ian and Nicole. During this same period, Ceres continued work on a waterway debris removal project in Livingston Parish, LA and a debris removal project resulting from wildfires in New Mexico. In 2021, Ceres successfully completed over 30 projects resulting from numerous disasters affecting the United States. This includes Hurricane Ida in Louisiana, Winter Storm Uri, and Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. In September of 2017, Ceres responded to 7 jurisdictions in Texas after Hurricane Harvey, and 35 jurisdictions in Florida and 2 jurisdictions in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation. Ceres received an **Exceptional overall rating – the highest possible rating** for the work performed in the Virgin Islands by the U.S. Army Corps of Engineers. In August of the same year, Ceres had already begun recovery work in seven jurisdictions in Texas following Hurricane Harvey.
Large Number of Accredited Subcontractors	Faster Job Completion	Ceres' subcontractor database comprises 3,346 qualified individuals and companies certified to work in the U.S. These companies have more than 50,000 pieces of debris removal equipment immediately available for disaster recovery work.

Feature	Benefit to City of Tyler	
Large Disaster Response Equipment Inventory	Faster Job Completion and Added Flexibility	The Ceres family of company owns one of the largest inventories of disaster recovery equipment in the U.S. Ceres Environmental Inc.'s current inventory includes 2,019 pieces of equipment.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 48 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with…"* Ceres always adheres to the highest standards of quality, integrity, and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Equipment, and
- Trusted Subcontractors

Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Following Hurricane Ian in 2022, Ceres mobilized 13 knuckleboom crews and 3 bucket truck crews within 24 hours of Notice to Proceed to Hardee County, FL. This was one of the very first debris removal projects in the state to start after the hurricane.

Following Hurricane Matthew in 2016, Ceres mobilized staff and equipment to Beaufort County, SC within 24 hours of the Notice to Proceed. Originally, Ceres was under contract to provide 10 emergency debris clearance crews, but when the County's needs changed, we were able to quickly increase the number of crews to 24. That was the largest number of push crews we had provided in 10 years. We set a record again in 2018, when Ceres provided push crews to Jackson County, FL following Hurricane Michael. Ceres received a Notice to Proceed and mobilized over 150 emergency debris clearance crews within 72 hours. Given the severity of the storm, Ceres continued emergency debris clearance for over 100 hours after initial impact maintaining detailed time and materials logs to ensure reimbursement of all eligible costs for Jackson County.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and multiple office locations across the country. **Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.**

Experienced Project Management

For the past 5 years, the company has more than 200 full-time professional and managerial staff with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; HAZWOPER certified; NIMS certified through FEMA's Emergency Management Institute; certified in first aid by the Red Cross; and completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti, and New Zealand. Ceres maintains a network of highly qualified professionals who work as needed during the high demand periods. **As the company swelled to meet the demand of multiple projects simultaneously, Ceres averaged over 600 employees during busy seasons for the past 5 years.** This included project management personnel, quality control staff, equipment operators, mechanics project accounting employees, logistical support group, and most importantly, a dedicated safety team.

Ceres' management has demonstrated its ability to respond to large-scale events. Following Hurricanes Ian and Nicole in 2022, Ceres received 27 contract activations across Florida. We successfully responded to all our clients. Two of these projects exceeded 2 million cubic yards of debris each.

From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.



Ceres collected over 2.4 million cubic yards of Hurricane Ian debris in the City of North Port, FL alone

Between December 2017 and June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. During Hurricane Irma and Maria response, Ceres was closing out 8 projects in Texas, 37 projects in FL, and other projects in Louisiana, Georgia, Puerto Rico and the USVI. Throughout the performance period, Ceres did not have a single loss time accident while the other two (2) prime contractors were plagued by safety issues. This was achieved through effective project management by over 50 project managers of more than 2,500 trucks and hundreds of subcontractors.

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal. For that work, Ceres received the highest possible evaluation – **Exceptional overall rating for its pre- and post-Hurricanes Irma and Maria responses.**

Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a $1 billion contract for disaster response, including loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

Ceres has the resources and experience to handle multiple events and locations. In 2021, Ceres successfully completed numerous projects across 9 different states. This includes responses to Hurricane Ida in Louisiana, Winter Storm Uri in Texas and Oklahoma, Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. Additionally, Ceres performed private property debris removal in Puerto Rico, waterway debris removal in Louisiana and assisted its Georgia clients with solid waste removal due to the Covid-19 related shortage of staff.

In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael, while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and South Carolina as a result of Hurricane Florence. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Following Winter Storm Cara in November 2015, Ceres responded to the Oklahoma Environmental Management Authority (OEMA) and began to mobilize staff and equipment within 24 hours of the Notice to Proceed, finishing the first pass in the first two days of operations. When Winter Storm Goliath hit Texas and Oklahoma just one month later in December, Ceres already had staff and equipment positioned to respond in Oklahoma. As more debris piled up following Goliath, Ceres extended its services to the City of Warr Acres, plus Canadian County and four other cities under the OEMA.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres' performance on this project will be to the Client's utmost satisfaction.

Ceres' management has demonstrated its commitment to safe operations. In 2021, following Hurricane Ida, Ceres performed debris management and removal for much of Louisiana, including three zones in the City of New Orleans and the North and South Shore areas of Lake Pontchartrain. During this response, we had a total of 13 projects with self-performing crews and 75 subcontractors. Ceres worked 71,958 employee hours and incurred 1,706,789 truck miles while hauling 2,630,744 cubic yards of debris. **These projects saw zero recordable or lost time incidents.**

Ceres worked approximately **650,000 manhours without a single lost time injury** in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.

Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.



In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.

Ceres' management has demonstrated its commitment to superior performance and customer satisfaction. In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings for nearly all the categories rated, meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management, and safety/security.

Following the devastation of two (2) separate landfalls by Hurricane Irma in Florida on September 10, 2017, all 67 counties and 412 incorporated municipalities in the State of Florida were declared Category A and Category B under the FEMA Public Assistance Program. During this time, Ceres was active in over 50 separate locations throughout the Southern United States. For Seminole County, FL, although Ceres was the secondary contractor, Ceres staff was engaged with the County staff prior to the storm and was activated in place of the primary contractor when they failed to participate in project kickoff procedures. Upon completion, Ceres had managed 786,619 cubic yards of debris, removing on average more than 9,000 cubic yards a day. We cut a total of 25,021 limbs, with a peak day count of 1,353 limbs on September 27.

When Winter Storm Pax struck the southeast in 2014, Ceres' pre-event debris management contract with Columbia County, GA was activated. Ceres responded immediately, mobilizing a work force capable of removing the more than 600,000 cubic yards of debris left behind by the late winter ice storm. During the

project, Ceres not only provided the debris management necessary, but also assisted with FEMA documentation and provided zone maps of the County to keep the public informed. Columbia County, at the end of the project, said of Ceres, "From the first day to the last day of our project, they performed their work in an admirable and cooperative manner."

During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

Ceres' management has demonstrated a high level of capability and adaptability. In 2021, following Hurricane Ida in Louisiana, contractors faced shortages of fuel for vehicles and recovery equipment, electrical power outages, and unavailability of rental vehicles and lodging. Ceres promptly adapted to the scarcity of these resources by transporting bulk fuel from outside the affected area and staging onsite for use by company-owned and subcontractor-owned equipment; transporting and utilizing camper trailers for lodging project management and equipment operators; positioning company-owned generators to the Parish; and securing rental vehicles outside the affected area.

In 2018, when subcontractors became increasingly scarce for Hurricane Florence recovery in North Carolina after Hurricane Michael struck the Southeast U.S. in October of that same year. Ceres used its own equipment and personnel to fulfill all our client commitments without an interruption in service, unlike many other prime contractors, despite extreme weather conditions that caused significant delays.

Ceres was active in Livingston Parish, LA in early 2017 following damages sustained by summer flooding in 2016. Ceres removed and disposed of approximately 1.35 million cubic yards of debris, including 400,000 pounds of putrid food and 20,000 units of white goods. In the middle of clean up, Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres extended its services to respond to the needs of more than 20 other jurisdictions while fulfilling all contractual obligations in the Parish. In the words of the Director of Parish Homeland Security, "*[Ceres] showed extreme reliability and dedication in the midst of chaos… Organized and diligent, their team quickly adapted to meet our needs.*"

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

Financial Stability

Ceres' excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts **in excess of $2 BIL** per single project. With liquid working capital and additional credit lines in excess of $200M available, a lack of financial resources is never an obstacle for Ceres. The company can perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. As an example, in 2017, Ceres was activated simultaneously in 35 jurisdictions throughout the state of Florida, while still completing work in Texas, starting, and sustaining projects in both U.S. Virgin Islands and Puerto Rico. Despite the heavy workload and wide variety in project schedules and invoice payments, Ceres was able to maintain a steady pace in all the recovery projects by ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments. At one point, Accounts Receivable exceeded $105M, and Ceres never had a work stoppage on any project.

Equipment

Ceres and its family of companies own 2,019 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control.

Because of its extensive fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.



Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and, buoyed by the purchase of additional equipment, Ceres self-performed the closeout of many North Carolina and South Carolina projects.

Ceres has taken numerous steps to mitigate any recurrence of the equipment shortages that have plagued the disaster industry in recent years. We are confident in our ability to rapidly mobilize the magnitude of equipment and personnel necessary to manage the largest projects and we have demonstrated our ability to manage more than 50 government projects totaling approximately $250M concurrently, providing a dedicated Project Manager for each individual project.

Ceres has access to all the life support equipment needed for supporting its own personnel including mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in response to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000 CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

Trusted Subcontractors

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from City of Tyler's service area to facilitate contacts if and when pre-event mobilization plans are activated.

It is Ceres' formal policy to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and HUBZone, Veteran-Owned (VO), Service-Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total

dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of 3,346 firms from across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After careful scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

FEMA Knowledge

Ceres has more than 30 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Project Managers and Project Superintendents are required to take a number of ICS courses through the FEMA's online Emergency Management Institute (EMI) to better understand NIMS structure and review debris eligibility. Ceres has also retained the former State Response and Recovery Directors, U.S. Army Corps of Engineers Subject Matter Experts, and the former U.S. Army Corps of Engineers Disaster Program Manager (also, co-author of the now superseded FEMA 325 Debris Management Guide). Our personnel are deeply experienced in FEMA's Public Assistance Program, and we continually train managers down to field staff in FEMA eligibility requirements.

Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of one city during which the city was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to deobligate over $1,000,000 from the city. When the city notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the city subsequently received all its eligible reimbursement without any deobligation.

Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help Tyler officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

Toll Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working in the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as broken water lines that need immediate attention. Each incident is investigated, and ultimately, we locate the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to Tyler officials accordingly.

Public Information Campaigns
Having been in business for 48 years and completed more than over 330 disaster contracts, Ceres has participated in and developed a number of public information campaigns. Within the Ceres repository, we maintain debris separation diagrams and videos translated into multiple languages, radio advisories, door hangers, mailbox flyers and various other forms of media. The idea is the City and Ceres must retrain residents to put out disaster debris, given that the residents are accustomed to placing trash out on a certain day of the week. The more we can educate the residents across multiple media types and reinforce the messaging, the faster Ceres can remove debris from the public ROW.

Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

[Ceres] showed extreme reliability and dedication in the midst of chaos… Ceres Environmental has my highest recommendation.

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers

My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.

Alberto Zamora, Sanitation Division Director, City of Miami Beach, FL

…I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.

Don Brandon, P.E, County Engineer, Chambers County, Texas

Perhaps the finest contractor we've worked with.

Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.

Joe Mercurio, Project Manager, Emergency Management, City of Port St. Lucie, FL

Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner….I have been most impressed by their thoroughness and flexibility.

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

Ceres did an excellent job in the coordination and the removal of tree damage that occurred…. I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

2.2 Corporate Information/License Sanctions and Debarment

Firm Information

Name of Firm	Ceres Environmental Services, Inc.
Address	9625 Windfern Road, Houston, Texas 77064
Phone Number	(800) 218-4424
Fax Number	(866) 228-5636
Type of Business entity	Corporation
Years Established	1976
Year of Incorporation	Originally incorporated in Minnesota - July 31, 1995 Re-incorporated in Florida - November 6, 2020
FEIN	41-1816075
Representative	Tia Laurie, Corporate Secretary
Representative Contact Information	contact@ceresenv.com - (800) 218-4424
Names and Titles of Principals	David McIntyre, President and Sole Shareholder John Ulschmid, Senior Vice President Tia Laurie, Corporate Secretary

License Sanctions and Debarment

There are no regulatory or license sanctions against Ceres Environmental Services, Inc. or its principals.

2.3 Licenses and Certificates

Ceres Environmental Services, Inc. has authority to do business in the State of Texas, and the Certificate of Good Standing as well as the certifications of Ceres' employees are included in this section.

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

Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF AMENDED REGISTRATION OF

CERES ENVIRONMENTAL SERVICES, INC.
12926006

The undersigned, as Deputy Secretary of State of Texas, hereby certifies that an Application for Amended Registration to transact business in this state for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this Certificate of Amended Registration to transact business in this state under the name of:

CERES ENVIRONMENTAL SERVICES, INC.

Dated: 01/04/2023
Effective: 01/04/2023

Jose A. Esparza
Deputy Secretary of State

Employee Certifications



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRENT S WHITTEN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.a
Introduction to the Incident Command System,
ICS-100

Issued this 13th Day of May, 2009

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 CEU

Ceres Employees Holding This Certification

- Kevin Sudbury
- Tia Laurie
- Marian Banks
- Bryan Fike
- Brent Whitten
- David Preus
- Earl Lutz
- Felicia Smith
- Gail Hanscom
- Michael Randall
- Mike Hansen
- Milagros Gonzalez
- Patricia Macey (Deville)
- Mike Smith
- Robert Smith
- Tammy Hunt
- Everett Bond
- Alonzo Clay
- Linda Smith
- Marcus Smith
- Mike Dillard
- Chad Dorsey
- Joslyn Ginn
- Jay Zulinke
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

ALONZO CLAY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-101.C:
PREPARING FOR FEDERAL DISASTER OPERATIONS: FEMA

Issued this 20th Day of July, 2022

Jeffrey D. Stern, Ph.D
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.3 IACET CEU

Ceres Employees Holding This Certification

- Patricia Deville
- Alonzo Clay
- Marcus Smith
- Chad Dorsey
- Mike Randall
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
National Incident Management System
(NIMS), An Introduction

Ceres Employees Holding This Certification

- Tia Laurie
- Bryan Fike
- Linda Smith
- Alonzo Clay
- Chris Shelnut
- Chuck Owens
- Derek Pruner
- Earl Lutz
- Gail Hanscom
- Tammy Hunt
- Kevin Sudbury
- Marcus Smith
- Marian Banks
- Michael Randall
- Mike Hansen
- Patricia Deville
- Tammy Hunt
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MICHAEL R RANDALL

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-703.B:
NATIONAL INCIDENT MANAGEMENT SYSTEM RESOURCE MANAGEMENT

Ceres Employees Holding This Certification

- Mike Randall



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MICHAEL SMITH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00120.c
An Introduction to Exercises

Ceres Employees Holding This Certification

- Michael Smith
- Marcus Smith



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

PATRICIA C MACEY

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b
ICS for Single Resources and
Initial Action Incident, ICS-200

Issued this 22nd Day of December, 2010

IACET

0 IACET CEU

Emergency Management Institute

Ceres Employees Holding This Certification

- Chuck Owens
- Derek Pruner
- Gail Hanscom
- Patricia Macey (Deville)



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MICHAEL SMITH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.c
Basic Incident Command System for Initial Response

Issued this 3rd Day of September, 2019

IACET

0.4 IACET CEU

Dr. Jeff Stern
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Ceres Employees Holding This Certification

- Michael Smith
- Earl Lutz
- Mike Hansen
- Patricia Deville
- Alonzo Clay
- Everett Bond
- Robert Smith
- Milagros Gonzalez
- Mike Hansen
- Marcus Smith
- Marian Banks
- Mike Dillard
- Brent Whitten
- Chad Dorsey
- Joslyn Ginn
- Mike Randall
- Jay Zulinke
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00242.b
Effective Communication

Issued this 20th Day of July, 2016

0.5 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Bryan Fike
- Patricia Deville
- Marcus Smith
- Mike Dillard
- Mike Randall
- Jay Zulinke



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRENT WHITTEN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00276
Benefit-Cost Analysis (BCA) Fundamentals

Issued this 5th Day of October, 2015

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Brent Whitten



Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Gail M. Hanscom

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the

IS-300
INTERMEDIATE INCIDENT COMMAND SYSTEM COURSE

as prescribed by the
Minnesota Department of Public Safety,
Division of Homeland Security and Emergency Management
And Federal Emergency Management Agency

This training sponsored and coordinated by the Champlin Office of Emergency Management

Champlin, Minnesota
issued this 1st day of June, 2007

David Sabourin
Instructor

Ceres Employees Holding This Certification

- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Deville



Certificate of Achievement

This Certificate of Achievement is to acknowledge that

Gail M. Hanscom

Has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of requirements of the

IS-400
ADVANCED INCIDENT COMMAND SYSTEM COURSE

as prescribed by the
Minnesota Department of Public Safety,
Division of Homeland Security and Emergency Management
And Federal Emergency Management Agency

This training sponsored and coordinated by the Champlin Office of Emergency Management

Champlin, Minnesota
Issued this 1st day of June, 2007

David Sobczyk
Instructor

Ceres Employees Holding This Certification

- Earl Lutz
- Gail Hanscom
- Mike Hansen
- Patricia Deville



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

Issued this 12th Day of June, 2017

Tony Russell
Superintendent
Emergency Management Institute

0.3 IACET CEU

Ceres Employees Holding This Certification

- Bryan Fike
- Tia Laurie
- Linda Smith
- Alonzo Clay
- Chris Shelnut
- Chuck Owens
- Marcus Smith
- Marian Banks
- Michael Randall
- Patricia Deville
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

LONNIE M BEEVERS

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00005.a
An Introduction to Hazardous Materials

Issued this 26th Day of March, 2020

Michael J. Sharon
Deputy Superintendent
Emergency Management Institute
Federal Emergency Management Agency

0.3 IACET CEU

Ceres Employees Holding This Certification

- Mike (Lonnie) Beevers
- John Gallicchio
- Mike Randall
- Marcus Smith



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00010
Animals in Disaster: Awareness and Preparedness

Ceres Employees Holding This Certification

- Tia Laurie
- Marcus Smith
- Tammy Hunt



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

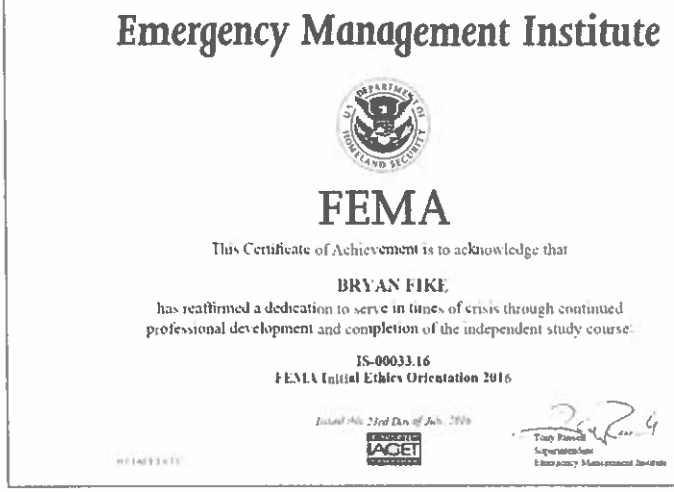
IS-00018
Equal Employment Opportunity (EEO) for Employees

Issued this 21st Day of December, 2009

0.1 IACET CEU

Ceres Employees Holding This Certification

- Tia Laurie



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00033.16
FEMA Initial Ethics Orientation 2016

Issued this 23rd Day of July, 2016

Ceres Employees Holding This Certification

- Kevin Sudbury
- Bryan Fike



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JAY M ZULINKE, II

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-42.A:
SOCIAL MEDIA IN EMERGENCY MANAGEMENT

Issued this 21st Day of July 2022

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Ceres Employees Holding This Certification

- Jay Zulinke
- John Gallicchio
- Robert Smith
- Marcus Smith
- Marian Banks
- Mike Dillard
- Mike Randall



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00102
Deployment Basics for FEMA Response Partners

Issued this 2nd Day of January, 2009

Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Tia Laurie
- Kevin Sudbury
- Brent Whitten
- Michael Randall
- Alonzo Clay
- Marcus Smith
- Derek Pruner
- Linda Smith
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00120.a
An Introduction to Exercises

Issued this 8th Day of July, 2016

Tony Russell
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Marcus Smith
- Michael Smith



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00230.d
Fundamentals of Emergency Management

Issued this 21st Day of July 2016

0.6 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Alonzo Clay
- Bryan Fike
- Chad Dorsey
- Chris Shelnut
- John Gallicchio
- Michael Dillard
- Michael Randall
- Patricia Deville
- Tammy Hunt



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00235.c
Emergency Planning

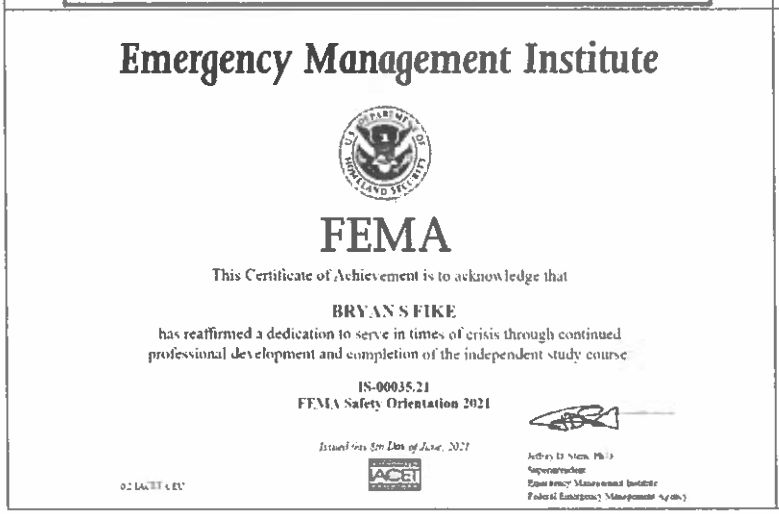
Issued this 5th Day of July 2016

0.1 IACET CEU

Tony Russell
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Alonzo Clay
- Marcus Smith
- Michael Randall



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00035.21
FEMA Safety Orientation 2021

Issued this 5th Day of June, 2021

0.2 IACET CEU

Jeffrey D. Stern, Ph.D.
Superintendent
Emergency Management Institute
Federal Emergency Management Agency

Ceres Employees Holding This Certification

- Bryan Fike
- Mike Beevers
- Alonzo Clay
- Marcus Smith
- Jay Zulinke
- Chris Shelnut



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

JASON ALBER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00240.b
Leadership and Influence

Issued this 11th Day of July, 2016

IACET

Tony Russell
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Linda Smith
- Chad Dorsey
- Chris Shelnut
- Jay Martin Zulinke
- Patricia Deville
- Marcus Smith
- Michael Dillard
- Michael Randall
- Robert Smith



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00630
Introduction to the Public Assistance Process

Issued this 21st Day of December, 2009

IACET

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Tia Laurie
- Patricia Macey (Deville)



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

BRENT S WHITTEN

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00631
Public Assistance Operation I

Issued this 10th Day of February, 2008

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Ceres Employees Holding This Certification

- Brent Whitton



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

TIA N LAURIE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632
Intro to Debris Opers in FEMA's Public Assis. Prg

Ceres Employees Holding This Certification

- Kevin Sudbury
- Tia Laurie
- Alonzo Clay
- Brent Whitten
- Bryan Fike
- Chad Dorsey
- Chris Shelnut
- Marcus Smith
- Marian Banks
- Michael Dillard
- Michael Randall
- Patricia Deville
- Robert Smith Jr.
- Tammy Hunt
- Kerry Kennedy



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

MARCUS SMITH

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:

IS-706:
NIMS INTRASTATE MUTUAL AID AN INTRODUCTION

Ceres Employees Holding This Certification

- Marcus Smith



Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DEREK E PRUNER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00803
Emergency Support Function (ESF) #3
Public Works and Engineering

Ceres Employees Holding This Certification

- Derek Pruner
- Kerry Kennedy

<table>
<tr>
<td> 
U.S. ARMY CORPS OF ENGINEERS
USACE LEARNING CENTER
HUNTSVILLE, ALABAMA
NAVFAC
CERTIFICATE
TIA LAURIE
has completed the Corps of Engineers and Naval Facility Engineering Command Training Course
CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784
THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE</td>
<td>Ceres Employees Holding This Certification
▪ Kevin Sudbury
▪ Tia Laurie
▪ Alonzo Clay
▪ Brent Whitton
▪ Everett Bond
▪ Gail Hanscom
▪ John Ulschmid
▪ Kerry Kennedy
▪ Marcus Smith
▪ Michael Randall
▪ Michael Smith
▪ Paulino Ortiz
▪ Ron Rodriguez
▪ Tammy Hunt
▪ Jay Martin Zulinke II
▪ Bobby Harrell
▪ Raymond Arndt</td>
</tr>
<tr>
<td> 
Certificate of Completion
Presented to:
JAKOB THOMPSON
On 1/27/2012, JAKOB THOMPSON successfully completed the OSHA 30 Hour Outreach Training for General Industry.
OSHA
USF UNIVERSITY OF SOUTH FLORIDA
American Safety Council</td>
<td>Ceres Employees Holding This Certification
▪ Kevin Sudbury
▪ Alonzo Clay
▪ Brent Whitten
▪ Chad Dorsey
▪ Chris Shelnut
▪ Jake Thompson
▪ Jay Martin Zulinke II
▪ Mike Beevers
▪ Marcus Smith
▪ Marian Banks
▪ Michael Randall
▪ Michael Smith
▪ Omar Arroyo Jr.
▪ Patricia Deville
▪ Robert E Smith Jr.
▪ Ron Rodriguez
▪ Tammy Hunt</td>
</tr>
</table>



Certificate of Completion

Presented to:

JAKOB THOMPSON

On 1/20/2012 JAKOB THOMPSON successfully completed the 10-Hour OSHA Outreach Training Course for General Industry

OSHA | USF | American Safety Council

Ceres Employees Holding This Certification

- Alexander Ziegler
- Brian Ritter
- David Davenport
- Huey Deville
- Jake Thompson
- Joey Deville
- John Ulschmid
- Michael Hansen
- Michael Smith
- Mike Hansen
- Ron Rodriguez
- Tammy Hunt
- Raymond Arndt



Certificate of Completion

This is to certify that

Michael Smith

Has completed

HAZWOPER 40 HR

Completion Date: 03/20/2020

Course Duration: 40.0

360training

Ceres Employees Holding This Certification

- Kevin Sudbury
- Alexander Ziegler
- Alonzo Clay
- Bobby Harrell
- Brent Whitten
- Chad Dorsey
- Charles Schlueter
- Chris Shelnut
- David Grutkoski
- Edward D Ziegler Sr
- Everett Bond
- Jake Thompson
- Jay Martin Zulinke II
- John Gallicchio
- Michael Lonnie Beevers
- Marcus Smith
- Marian Banks
- Michael Randall
- Michael Smith
- Patricia Deville
- Patricia Macey (Deville)
- Ricardo Morales
- Ronnie Prince
- Simon Neuens
- Tammy Hunt
- Domenick Fazio
- Reginald Harden
- Raymond Arndt



360training.com

Certificate of Completion

This is to certify that

Michael Smith

has completed the course

GHS and OSHA Hazardous Communication

Completion date: 03/20/2020
Course duration: 1.0
Certificate # 0000157094446

Samantha Montalbano
Chief Operating Officer

6801 N. Capital of Texas Hwy, Building 1, Suite 250 • Austin, Texas 78731 • 877.891.2235 • www.360training.com

Ceres Employees Holding This Certification

- Michael Smith



Certificate of Completion

Awarded to

Gail M. Hanscom

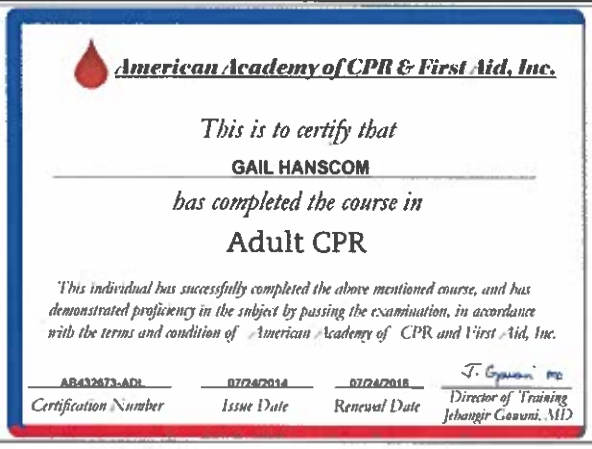
Debris Management Planning for State, Tribal, and Local Officials

National Hurricane Conference
Orlando, Florida
March 6 - April 1, 2008

Emergency Management Institute
Federal Emergency Management Agency

Ceres Employees Holding This Certification

- David Preus
- Gail Hanscom



American Academy of CPR & First Aid, Inc.

This is to certify that

GAIL HANSCOM

has completed the course in

Adult CPR

This individual has successfully completed the above mentioned course, and has demonstrated proficiency in the subject by passing the examination, in accordance with the terms and condition of American Academy of CPR and First Aid, Inc.

AB432673-ADL	07/24/2014	07/24/2018	
Certification Number	*Issue Date*	*Renewal Date*	*Director of Training Jehangir Gowani, MD*

Ceres Employees Holding This Certification

- Chuck Owens
- Elizabeth Bennett
- Gail Hanscom
- Jesse Deville
- John Gallicchio
- Marek Gacek
- Marlon Davis
- Milagros Gonzalez
- Sammy Aaron
- Tammy Hunt
- Wyatt Watson



CHC Training
Environmental Compliance Certification Experts

CERTIFICATE OF ACHIEVEMENT

This certificate is awarded to

RANDY HARDY

In recognition of satisfactory completion of the EPA-approved annual asbestos refresher training course under section 206 of the Toxic Substance Control Act (TSCA), Title II entitled

CONTRACTOR / SUPERVISOR

COURSE COMPLETION:	OCTOBER 16, 2023
EXAMINATION DATE:	OCTOBER 16, 2023
EXPIRATION DATE:	OCTOBER 16, 2024
COURSE HOURS:	8.0

Ceres Employees Holding This Certification

- Randy Hardy

2.4 Project Understanding and Technical Approach

The following is a discussion of Ceres Environmental Services, Inc.'s technical approach and understanding of the scope of work. It includes a timetable for response and recovery based on past Ceres experience and our standing disaster response plans. The overall plan for contract execution is described in detail in a section below titled "Contract Performance Phases". Finally, we present seven scenarios based on different disaster events that may impact your jurisdiction to illustrate our response to the **two scenarios** selected by the City of Tyler for planning purposes.

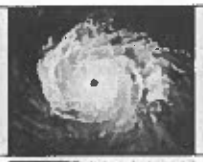
Our Response to You

Our record demonstrates that we stand ready to perform tasks of any size. In order to keep that record intact our preplanning is already underway for Tyler. As part of its response, Ceres has identified our office in Houston, Texas as a mobilization headquarters. Ceres' mobilization planning and localized subcontracting efforts are implemented to minimize lead times during an event and to keep subcontracting dollars local. Our approach to subcontracting is to work from the inside out. This means we are implementing pre-storm agreements with local resources first, to use them first. When the project expands or the need arises, Ceres adds other resources that are also under contract to us.

Project Timeline

The following describes the typical workflow between Ceres and Tyler once a contract award has been received until FEMA reimbursement.

Projected Storm Preparation and Response Table		
Today	We are at work at Ceres so that we can respond rapidly and successfully to an event in Tyler. We are zone mapping, doing localized resourcing, and negotiating subcontractor agreements. Ceres has letters of intent from local subcontractors and is pursuing additional pre-arranged agreements with more local subcontractors and vendors. Being proactive in our pre-event planning allows us to give maximum attention to Tyler when the day comes for a disaster response.	
Contract Award	Upon contract award and at the City's request, we schedule a personal visit by a Ceres Project Manager. The purpose of this visit is the personal introduction of the key members of each party's team, discussion of the planning, training, and disaster response preparedness needs of the City. During an event, a Project Manager will be assigned only to Tyler and will be available to the City 24 hours per day, 7 days per week.	
Planning and Training	If included in the contract, Ceres will provide training to designated City personnel as agreed. The company also continues its Pre-Event planning as it reviews local subcontracts, makes plan changes as necessary and keeps an eye on the weather. Typically, Ceres monitors the National Weather Service forecasts and several subscription services to keep us aware of tropical storms and hurricanes.	
Pre-Storm Mobilization	When a storm in your area is imminent, Ceres acts quickly so that road clearance and debris removal operations can begin as soon as the storm subsides. At your request, if conditions permit, your Ceres Project Manager, or other Ceres professional, will join Tyler personnel in the EOC and help prepare for storm impact and recovery.	

Landfall	Once the immediate threats are past, the on-site Project Manager will work directly with City officials as we begin our disaster response efforts. Our pre-arranged subcontractors will begin readying equipment for registration.	
Cut and Push	The Ceres Project Manager will ensure that City needs are being met in order of priority. Local subcontractors and equipment will begin any necessary road clearance operations and will begin staging efforts for right-of-way debris removal.	
FEMA Records and Data Management	Ceres will assist Tyler on an as-requested, as-needed basis to ensure that records are kept and maintained to provide maximum allowable reimbursement to the City.	
Fully Operational	The necessary trucks will be in place to continue debris removal in an orderly fashion. Local subcontractors will be deployed to the maximum extent possible, and the Ceres debris removal operation will be fully operational on this day.	
First Pass Complete	At the end of the first pass of debris removal time would be allowed for residents to bring additional debris to the curbside. Crews would begin ramping up to start the second pass. Additional tasks, such as hazardous tree removal, hazardous stump removal, and other similar scopes of work may be implemented.	
Second Pass Complete	Debris removal operations would be well in hand. Hot spot crews would continue to cleanup any debris that has time or safety constraints. The vast majority of storm debris would be cleaned from the rights-of-way. The Ceres Project Manager would begin focusing on project completion procedures.	
Final Pass Complete	Debris removal operations would be 100% complete. The Ceres Project Manager would remain in constant contact with Tyler personnel, but daily presence may not be needed by this time.	
Site Reclamation	After debris hauling activities have ceased, all debris on any Debris Management Sites (DMS) will be processed and/or removed. The sites will then be graded and restored, usually by seeding with grass.	
Ticket Reconciliation	Ceres performs ongoing ticket reconciliation with subcontractors and Tyler so that databases of debris hauled match as closely as possible. After all debris has been hauled, all truck ticket databases are reconciled to close out the financial records of the project.	
Invoicing	Following reconciliation of the truck records, a final invoice will be delivered.	
FEMA Reimbursement	Ceres will work with the City following the completion of the field work, on an as-requested, as-needed basis to ensure maximum allowable reimbursement.	FEMA

Contract Performance Phases

In order to successfully respond to a disaster, natural or otherwise, planning and preparation are of the utmost importance. Ceres adheres to a series of carefully drawn plans for each step of its response beginning from the time we prepare our response to your RFP until planning begins for the event after next.

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event.

Post Award Phase

Upon contract award and at Tyler request, a personal visit by a Ceres Project Manager can be scheduled. The purpose of this visit is to introduce the key members of each party's team, discuss the planning, training, and disaster response preparedness needs of the City from their own perspective, and review the Ceres Debris Management Plan, from mobilization to the Final Report. Tours of each of the sites identified for the following uses will be jointly conducted:

- Equipment Staging
- Debris Management Site(s)
- Local Landfills Authorized for Final Disposal
- City Public Works Offices
- City Administration

It is expected that this meeting will require the better part of a normal workday. Discussion will loosely follow a prepared agenda designed to address the critical elements of resource requirements and knowledge base known to significantly enhance the City's level of disaster response preparedness.

This is step one in the strategic pre-positioning of the interpersonal knowledge of each of our (both parties) teammates. Getting to know each other prior to an event is very important in maintaining a seamless transition during an actual disaster recovery.

Planning and Training Phase

Planning and training are available each year of the contract and may include some of the following planning and training topics:

- How Many Jellybeans in the Jar: Estimating Debris
- The FEMA Paperwork Process: From IDA to PW and All Points In Between
- Continued Growth: Changes in FEMA Policy
- Recent Legislative Changes
- Know Where to Look: Additional Funding Mechanisms for Debris
- Keeping It Between the Lines: Working with Regulatory Agencies for Debris
- Tipping Point: Determining Your Force Account Capabilities or When Will I Need Help
- FEMA Eligibility: What a "Good" Contractor Will Tell You
- Behind the Curtain: Becoming a Ceres Project Manager
- Tricks of the Trade: Tough Lessons Learned from 45+ Years of Experience
- Document, Document, Document: Debris Monitoring

This creates further opportunities to develop the relationships between the City staff and Ceres personnel that will help to assure a successful debris management operation, when required.

Alert Phase

Selected Ceres team members are subscribed to special weather advisories from several different sources. We are aware of the weather.

Alert 1: Category I & II Hurricanes

When a Category I or II Hurricane's "Cone of Influence" of Projected Impact Area associated with the **3-day** forecast, begins to touch the coastline, the Project Manager assigned to the contract will commence Alert 1 activities.

Alert 1 activity includes, but is not limited to:

- Calling the previously identified representatives of Tyler, and exchanging the most up-to-date contact information each has with the other.
- Activating Ceres notification procedures for all subcontractors – operations and administrative services.
- Contacting and overseeing preparations to make the Project Advance Team ready to deploy.
- Assigning a Project Logistics Coordinator to make use of all services possible: including, but not

limited to hotels/motels, gasoline and diesel fuel, catering/restaurants, laundry services, emergency medical services, vehicle and equipment repair shops, and other disaster response and life support services.

- Confirming the availability of emergency road clearing crews and equipment, and as local conditions dictate, dispatch them to a secure, pre-positioning site near or within the City's boundaries.

Alert 2: Category III, IV, or V Hurricane
The same functions are performed as during Alert 1 activity, but they start when the **5-day** "Cone of Influence" of Projected Impact Area begins to focus on the City's geographic area.

Alert 3: All Other Sudden Impact Events
Sudden Impact Events include earthquakes, ice storms, tornados, man-made, technological events, and terrorist activities. These events do not allow for a forecast or pre-positioning the Project Advance Team. Ceres pledges to the City to have a representative physically present within 12 hours of notification to respond to Sudden Impact Events.

Mobilization Phase

Ceres is expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the City with the necessary resources as quickly as possible. Ceres recognizes that to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay. Refer to **Section 2.4.B, Mobilization and Demobilization Plan** for details.

Emergency Roadway Clearance and Debris Removal Phase

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event. This phase encompasses the majority of the physical work of the project. It also generates the most records including load tickets and logs of various kinds. This is also the phase where careful planning pays huge dividends.

Emergency Road Clearing-Cutting and Pushing Public Right of Ways
When emergency road clearing is required, separate crews will be allocated and will be available within hours following an event. Ceres typically mobilizes this equipment pre-event based on weather forecasts. Cut and Push Crews will be prepared to work 24-hour shifts (with rotating personnel).

Cut and Push Crew typical configuration is:

- One front-end loader 4/1 bucket (or equivalent) with experienced and qualified operator
- Up to two transport trucks approximately 30 cubic yards with operator(s)
- Two laborers with chain saws and rakes
- Two flag persons
- One Bucket Truck with an experienced operator or climber (optional based on need)
- One Foreman with cell phone and pickup

The number of Cut and Push Crews will be determined by the City. Ceres owns eight (8) wheel loaders (with appropriate grapple attachments) and has additional subcontractor supplied pushing equipment.

Ground personnel will be supplied with sufficient types and quantities of tools and materials to effectively push the debris to the roadside to clear routes for emergency traffic. In the event debris cannot be pushed aside, it will be loaded in trucks and transported to nearby off-street locations for temporary dumping, to be picked up later by the normal debris clearing crews. When each assignment is complete, Ceres' crews will contact the City's dispatcher to obtain authorization to proceed to the next assignment.

ROW Vegetative and C&D Debris Collection
Crews will be dispatched to begin work within two days, and according to the City's priorities and the removal schedule adopted in coordination with the City representative. At the direction of the Ceres field supervisor each assigned debris removal crew will service each assigned road or right of way. Daily meetings will be conducted at 7:00 AM between the City and Ceres. Zones and Sections will be identified and prioritized. Progress will be updated and reported to the City at the close of business each day. Additional passes will be conducted prior to project completion in agreement with the City or per contractual

requirements, to ensure adequate time has been scheduled for residents to move their debris into the right of way.

A typical crew will be comprised of:

- One Knuckleboom Loader (or one 4-cubic yard wheel loader with grapple)
- One Bobcat with grapple
- Two laborers with chain saws and rakes
- Two flag persons
- One Foreman with cell phone and pickup truck (one foreman/ three crews)
- GPS Tracking and Navigation Aids
- Three hauling trucks or trailers (30 - 50 cubic yards). Additional/large capacity trucks may be added for longer hauls.

First preference will be given to hauling vehicles best suited to local conditions. Knuckleboom self-loaders are efficient, but in areas with narrow streets or limited overhead clearance, they are too large to be effective. In tight areas, pickup trucks with dumping trailers minimize traffic disruption and potential damage. Crew and overall debris collection production will be monitored on a daily basis. The Project Manager will alter crew composition and overall number of crews as necessary. Self-Loaders may work singly or in conjunction with dump trucks. In accordance with FEMA guidelines, hand-loading will not be allowed or tolerated in any circumstance. Ceres owns 13 Self Loaders (Knuckleblooms) and has access to many more through our subcontractors. Following Hurricane Irma, Ceres bought additional knuckleblooms to ensure immediate response to our clients.



A Ceres self-loader with a trailer making pickups from the ROW.

A minimum of one **Hot Spot Crew** will be assembled for each zone during this project. The crew(s) will commence operations within 24 hours of the notice to proceed. The typical crew will consist of:

- One Knuckleboom or self-loader
- Three Laborers (one sawyer and two Flagmen)

Work zones will move as the debris is cleaned up from the streets and boulevards. When the work zone is located on or near a heavily traveled roadway, it will require additional flag persons, additional signage, and/or assistance from local law enforcement agencies. The crew foreman will monitor the work zone and all other aspects of crew operation.

Demolition, Removal, Transport and Disposal of Non-RACM and RACM Structures

Ceres can operate beyond the public Right of Way (ROW) as directed by the City. Upon receipt of a Notice to Proceed, Ceres will retain a third-party inspection firm to survey the condemned structure(s) for hazardous materials (asbestos, lead, PCBs, white goods, mercury containing components, etc.). A copy of the inspection report will be provided to the City. At the same time, Ceres engineering staff will conduct a pre-demolition survey which will consider the following:

- Structural integrity of the building
- Utilities
- Shoring requirements
- Hazardous materials
- Protective structures

- Protection of the public
- Waste management



Asbestos Abatement/Demolition Notifications will be submitted to the appropriate governmental and local agencies. All required permits will also be obtained.

The Demolition crew is expected to consist of the following.

- One to three Semi-Tractor(s) with Trailer(s)
- One Hydraulic Excavator with Bucket and Hydraulic Thumb
- One Wheeled Loader

Ceres demolition projects include work for the North Abaco Recovery Initiative in the Bahamas following Hurricane Dorian, and response to California wildfires in Butte, Lake, Mendocino, and Napa Counties, CA.

Hazardous Tree, Limb, and Stump Removal
Ceres employs crews with professional tree climbers and aerial equipment such as bucket trucks to remove hazardous hanging branches and leaning trees ("hangers" and "leaners"). Ceres will remove and backfill eligible hazardous stumps. Ceres has performed this work on previous storms with an excellent safety record and with an excellent damage record. In response to Hurricane Katrina, Ceres was responsible for trimming and removal of trees in all of Jefferson Parish, LA amounting to 18,599 trees.

Removal and Replacement of Sand, Silt, and Debris
With a task order from the City to the Project Manager, Ceres crews will separate, collect, transport, process, and dispose/replace sand and debris displaced by the event. Each general clean-up crew will likely consist of the following equipment.

- One Wheeled Loader with Rake/Bucket
- One to six Semi-Tractor(s) with Trailer(s)
- One Screening Plant
- One Front-end Mechanical Broom Sweeping

As directed by the City, Ceres will provide a front-end mechanical broom sweeper to clear streets, gutters, and storm-drains of scattered tree debris. Work will be assigned by sections or quadrants. Debris will be consolidated into piles of approximately five CYs and located as to not disrupt pedestrian or vehicular traffic. Piles will then be loaded and hauled. Sand will be handled as directed by the City.

Sewer, Culvert, and Catch Basin Cleaning
If required, Ceres will supply full-service cleaning/pumping for sewers, culverts, and catch basins. We will provide qualified crews and can supply diesel and gas powered, trash, submersible hydraulic, double diaphragm and centrifugal pumps to allow for cleaning of pipes from an 8-inch diameter up to and beyond 5-foot diameter pipes.

Household Hazardous Waste
HHW contains hazardous substances such as Oxidizers, Acids, Bases, Poisons, Flammables and RCRA listed wastes. Primary Recyclables include fuels, lead acid batteries and scrap steel. A large portion of all Household Hazardous Wastes (HHW) can be recycled if properly managed. The remaining materials can be prepared for Incineration, Neutralization or Landfill. During Katrina, most of the recyclables were blended for a Fuels program for energy recovery. Likely candidates for fuels are materials characterized with a high BTU, low water ratio and include streams like paints, oils and consumer fuels. Other recyclables include lead acid batteries, anti-freeze, mercury switches, light bulbs and compressed cylinders.

Curbside collection and demolition decommissioning is the primary source for the HHW stream. Private citizen drop-offs at the TSDRs also contribute to the overall volumes. HHW products are identified by the product label or container type and managed by the DOT Waste Classifications for compatibility. Specific Regulatory programs also direct the flow of specific types of materials. In addition to DOT shipping requirements, there are special regulations for Universal Wastes (like mercury switches, lead acid batteries, and fluorescent bulbs), Fuels, and Guns and Ammunition, for example. Medical Wastes include sharps and

used bandages. Ammunition and Guns and explosives present special hazards, as well. It is essential that only specialized personnel manage these materials.

Unknowns are sampled and tested with a series of field screening procedures designed to characterize the materials into compatible classes based on chemical and physical properties. Once chemical compatibility is determined, safer management of the materials can be applied.

Collection and staging areas at the TSDRs are established to eliminate release of chemicals and exposures resulting from the co-mingling of incompatibles. Special precautions are in place preventing chemical reactions within blending tanks. Standards from the National Fire Protection Association (NFPA) are employed. Spill Prevention Control and Countermeasures rules are applied, and containment areas are covered to minimize rainwater collection. RCRA contingency measures and evacuation procedures are prepared and practiced by facility personnel. Safety supplies are routinely inspected, and safety topics are discussed at daily safety meetings.

White Goods

White goods include refrigerant containing appliances such as freezers, refrigerators, and air conditioners, and other large appliances such as washers and dryers and small appliances like microwaves, depending on the recycler. White Goods are segregated at the curb and during demolition decommissioning activities. When tasked, Ceres implements staging, cleaning and recycling operations of white goods. Recyclables include Refrigerant Freon, compressor oils and scrap steel.

White goods containing putrescible wastes are routed through a cleaning area to remove the biological/vegetative debris. This debris is captured into bags or other suitable containers and shipped to an appropriate landfill or composter. Volumes are tracked and counted.

Freon is a regulated substance requiring extraction and recycling by an EPA registered provider. The extraction procedure is written documented on EPA authorized forms. It is important to thoroughly understand the regulatory aspects of this operation.

Under Section 608 of the CAA, EPA has established regulations (40 CFR Part 82, Subpart F) that:

- Require service practices that maximize recycling of ozone-depleting compounds (both chlorofluorocarbons [CFCs] and hydrochlorofluorocarbons [HCFCs] and their blends) during the servicing and disposal of air-conditioning and refrigeration equipment.
- Set certification requirements for recycling and recovery equipment, technicians, and reclaimers.
- Restrict the sale of refrigerants to certified technicians.
- Require persons servicing or disposing of air-conditioning and refrigeration equipment to certify to EPA that they have acquired recycling or recovery equipment and are complying with the requirements of the rule.
- Establish safe disposal requirements to ensure removal of refrigerants from goods that enter the waste stream with the charge intact (e.g., motor vehicle air conditioners, home refrigerators, and room air conditioners).



A licensed technician removing Freon from refrigerators at a TDMS

If refrigerants are recycled or reclaimed, they are not considered hazardous under federal law. In addition, used oils contaminated with CFCs are not hazardous on the condition that:

- They are not mixed with other waste.
- They are subjected to CFC recycling or reclamation.
- They are not mixed with used oils from other sources.

Used oils that contain CFCs after the CFC reclamation procedure, however, are subject to specification limits for used oil fuels if these oils are destined for burning.

Once the units are clean and the Freon is extracted, the units can be prepared for crushing and bailing. Bails can be arranged in any configuration acceptable to the recycler's acceptance criteria.

Dead Animal Carcasses
When required, carcasses of dead livestock, poultry, and large animals can be removed by Ceres. FEMA reimbursement is contingent on the determination by the City that they represent an imminent and significant threat to public health and safety. The carcasses will be removed to the TDMS and/or a final disposition site approved by the City.

Flooding
Ceres expects flood recovery work when a client has significant land area in a 100-year flood zone, and when rivers and other waterways pass through the area to be cleaned. Flood recovery work generally requires specialty equipment, such as long-reach excavators, floating excavators, and a greater amount of tracked skid steers. Wheel loaders with buckets and grapples are often used to remove debris that may fall apart if picked up by a knuckleboom loader.

Ceres has surveyors and other specialists on staff who can determine which flooded areas will be likely to drain first so we can plan and allocate equipment based on those studies.


Flood debris from 2016 Louisiana Floods

Although some of the same types of debris are removed in flood and non-flood disaster recovery, typically storms with heavy rainfall increase the amount of construction and demolition debris when compared to vegetation. Also, the timeline is longer in flood situations because standing water takes time to recede. The debris removal may also be more complex as it can involve partial or full demolition of structures. For example, in a post flood situation, a house may have sheetrock walls that must be inspected by an expert who determines that sheetrock must be removed. After removal, the debris may be left on the right-of-way in loose piles. These piles will probably present more difficulty in loading than vegetative debris, or a pile of wind-blown privacy fence, because the waterlogged debris may have no structural integrity and will fall into pieces when picked up. For this reason, the types of equipment may be different in flood situation, with wheel loaders and dump trucks more prevalent and self-loading knuckleblooms less prevalent than in a non-flood storm. Ceres owns nearly all types of equipment used in flood recovery, and we have subcontractors who specialize in flood disaster recovery.

Ceres has a special hazardous materials (HAZMAT) team that specializes in preventing the spread of contamination and infestations of rodents in areas that were flooded. From past experience, Ceres knows that these areas are prone to contamination from sewage, agricultural run-off, mold, and chemicals, they are also prone to rodents. Ceres plans to concentrate heavily on these areas in order to limit the spread of contaminants and to limit the breeding of rodents and pests. Once the determination is made in conjunction with local officials and the EPA, if applicable, Ceres will utilize its special teams to target these areas.

Following Hurricane Katrina, for example, Ceres made weekly passes in some formerly flooded areas, and "mirrored" or "paralleled" the municipal sanitary waste teams. By doing this, neighborhoods were kept clean on a weekly basis so that pests could not be alternately supported by garbage and flood debris—instead all potential habitat or food for pests was removed frequently to ensure a safe neighborhood.

Pathogens are also more of a problem in flooded areas. Water promotes growth of undesirable organisms, and it also facilitates transfer of bacteria that exist in an environment to humans working in that environment. Our corporate health policies address hazards of working in a flooded disaster environment, and Ceres uses procedures including additional immunizations and additional personal protective equipment such as waterproof clothing and footwear, face shields and respirators (air filters) to minimize hazards of flooded areas.

Flood situations may also generate other types of task orders, such as pumping water or clearing catch basins. Ceres is ready for these sorts of eventualities in the City. If a storm leads to flooding, we are prepared to transfer our debris management sites and equipment staging sites to higher ground using identified alternative transportation routes if necessary. Ceres also has several barges, dredging, and water salvage companies on hand as subcontractors if the need arises.

Certification of Maximum Volume Capacity of Hauling Trucks/Trailers

Prior to initial use, authorized Ceres personnel and Tyler representatives will inspect hauling trucks. Only pre-approved trucks will be received at the DMS. Approval will include documentation of truck identification and insurance, safety requirements, and measured cubic yardage capacity. A unique approval number will be assigned to the truck and posted on the truck along with measured capacity. All units hauling debris are required to be "measured in" prior to commencement of work. The hauling unit/truck/trailer certification procedure is mandatory and will be administered by quality control representatives of Ceres and the City. A Truck Certification Log Sheet will be created for each hauling unit/truck/trailer. Unit specific information along with Year, Make, Model, Address, Photograph, License Plate information, Driver Name, and signatures will be recorded on the log. At this time, a unique identifier will be assigned to the unit. Truck Certification Logs will be maintained by Quality Control Staff. The log will be maintained and available to DMS inspection personnel regarding truck approvals, approval number, capacity, and other pertinent information.



Placarding a truck.

The unique truck/trailer identification number and its maximum carrying capacity are written with permanent marker on Ceres placards that are mounted on both sides of the truck/trailer. Ceres uses pre-printed labels with our name and blocks for the assigned identification number and measured volume. These labels cannot be removed without destroying the label. All equipment is subject to further inspection by the City at any time during the project.

Work Locations

Dispatch records will be maintained for the duration of the project. Records will include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Prior to the assignment of sections to crews, each section/subdivision will be inspected by Ceres Field Personnel to ascertain the optimal crew configuration/type (Self Loader, Wheeled Loader with Dump Trucks, High-Capacity Trailers, or other combinations of equipment). Classification of sections maximizes production and minimizes potential damage to property. Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan.

Field Management

Regular and effective communications are critical to the rapid dissemination of appropriate and accurate data to both the City Management Team and the Ceres Management Team. As the project progresses, the needs of the City may change and resource requirements may need to be reassessed. The original plan, therefore, may need to be modified. In order to ensure effective and efficient execution of all fieldwork, the Ceres team, from Site Managers up to the Project Manager, will meet on a daily basis. The Project Manager is responsible for coordinating the daily scheduling and dispatch of cleanup crews with the City and will meet with the designated representative on a daily basis. The Site Manager is responsible for management and operation or a reduction site, loading sites or any other work site. The Site Managers report directly to the Sector Manager, who reports to an Area Manager, who reports to a Project Superintendent, who reports

to the Project Manager. Depending on the scale of a disaster, the number of managers assigned to the Ceres Team will vary depending on local conditions. Foremen at the reduction site(s) and for the collection and hauling activities are responsible for crew supervision and report to the Site Manager.

Each Site Manager ensures that their crew operates in an efficient manner and is responsible for documenting and inspecting work performed. Site Managers document safety meetings, equipment safety inspections, quantity and location of debris hauled, areas completed, and daily time sheets of personnel and equipment. Site Managers also monitor quality control issues such as completeness of cleanup and/or trimming and contract compliance.

The collection crew Foreman will be responsible for scouting future debris removal locations within the daily schedule set by the Program Manager. While scouting the zone, the Foreman's responsibilities include:

- Locating logical trucking routes.
- Identification of Sections by Crew Type/Composition.
- Locating and planning the control or elimination of hazards within the zone (such as high traffic areas). Preference will be given to Self-Loaders to ease traffic congestion and minimize damage.
- Advising the Site Manager of any anticipated difficulties or hazards.
- Determining and obtaining resources necessary to ensure a steady workflow.

At the end of each shift, documentation of work completed will be tabulated by the administrative staff and used to schedule the next day's work activities. At this time, any daily reports required by the City will be produced.

Scheduling Control Debris Collection
During post-award preparation the Project Manager obtains maps detailed enough to provide individual debris collection crews address block information. Maps will be divided and identified according to Districts, Sections, and Developments or Address Blocks. The Master Debris Management Map will be located in the Emergency Response Mobile Command Center. Individual developments or address block maps will be reproduced on 8.5" x 11" paper for use in crew dispatching. Each Site Manager will be provided with a binder containing all the development/address block maps for the event's entire area.

The Project Manager will be responsible for the assignment of Districts, Sections, and Developments or Address blocks to subcontractors and their respective crews. A written master assignment file will be maintained in the Emergency Mobile Command Center and will be updated as changes or additions are made. The dispatcher will be responsible for dispatching crews to their assigned areas utilizing the master assignment file. Subcontractors and their respective crews will not be permitted to have more than two open assigned areas. Communication between the subcontractors, their respective crews and the dispatcher will be via radio or telephone. Upon completion or near completion of an assignment, it is the responsibility of the crew leader or subcontractor to request an inspection. The dispatcher will forward this request to the debris collection superintendent or area manager for action. The debris collection superintendent or area manager will coordinate an inspection with a City designated representative.

Once an assignment has been completed and inspected, a new area will be given to the subcontractor. Depending on the size of the subcontractor and/or crew, areas may be as small as address blocks or developments up to portions or even entire Sections. Crews will not be permitted to leave their assigned area and move to another work area until all work is completed as required and the area inspected, and authorization received from the Site Manager. The dispatcher is responsible for continually updating crew locations. At the end of each shift, the dispatcher will provide the field managers with a list of crews and their current locations. Subcontractors and crews are prohibited from collecting debris from outside of their assigned areas. The City field representatives will be provided updated crew assignments daily.

Project Manager
The Project Manager (PM) will serve as the principal point of contact between Ceres and the City Operations Manager. The assigned PM will be knowledgeable about all facets of Ceres' assigned tasks and will have executive project responsibilities. The PM will have written authority to sign for the corporation in matters relating to this project and the City.

Upon receipt of a Notice to Proceed, the PM will be on call 24 hours per day, seven days per week, and will have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage will provide immediate contact availability via cell phone and fax machine and have Internet capabilities. The PM will participate in daily After-Action Reviews and disaster exercises, functioning as a source to provide essential element information. The PM will report to the City Operations Manager on an "on call basis" and be capable of responding within one hour of notification.



The PM will ensure that all City event goals and priorities are met and will have authority to make executive decisions regarding the project. The PM will work out of Ceres local disaster office and will meet with his support staff and crew leaders at the end of each day to review progress and set goals and priorities for the following day.

Field Supervisors/Crew Leaders

Ceres Site Managers are responsible for ensuring safe and healthy work environments exist during all operational phases. The Site Manager's specific daily Health and Safety and Operations responsibilities include:

- Monitoring and Inspecting Heavy Equipment Operators, Truck Drivers, and Traffic Controllers in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines outlined in EM 385-1-1 and CFR 29 Par 1929 and 1910. It is important to note that a debris clean-up operation exposes the general public to the numerous hazards involved in debris collection and removal.
- Enforcing the use of proper guards, controls, and work practices. Monitoring each feature of work for human, situational, and environmental factors that could cause accidents.
- Locating compiling contact information for area medical facilities. Crew Leaders will be equipped with a pager and a cellular phone in case of emergency.
- Supervising and evaluating overall worker performance, including safety.

Crew Leaders document daily production to monitor and ensure the most efficient operations. The information they are to record includes:

- Cycle Times of Trucks
- Loads per Hour
- Production

Crew leaders are also required to make sure that safety gear is provided and that it is adequate for the hazards involved and enforce proper use and wearing of protective gear. Accidents will be recorded and reported on the Supervisor's Accident/Incident Investigation Report by the Crew Leaders.

Daily records submitted up the chain of command to the Project Manager will include:

- Sub-contractor/Employee Name
- Equipment Number
- Type of Equipment
- Hourly equipment documentation, downtime, lost time, and sick time

All accident/incident reports are forwarded through the Health and Safety Manager to the Health and Safety Officer (HSO). The HSO notifies the PM, who in turn informs the City Operations Manager and implements all procedures as set forth in the Ceres Health and Safety Program.

Description of a Typical Workday

It will be the responsibility of the Sector Manager to schedule and coordinate the location of a particular crew and equipment necessary for its job function to its location through direction to the Field Supervisors. This will take place through schedule planning from the previous day. The Field Supervisor will notify members of the crew of the start time, specific job function, and location where he/she is to report. At the

beginning of the day each field employee will sign in a daily time sheet, the location according to zone (if the zone changes during the course of the day the employee will document the new location), the phase of work he/she is performing, and the unit number and beginning hours of the piece of equipment that he/she is operating (if applicable). The employee responsible for loading trucks and truck drivers will keep a running tally of the loads they complete from each particular zone over the course of the day. It is then the responsibility of the field employee to perform an inspection of the piece of equipment and inform the crew Foreman so corrective actions may be taken. The inspection will be documented on a punch-list that is supplied on the employee's daily report. After inspections and documentation are complete, the crew will begin removing the debris from their zone assigned.

Two flagmen will be placed on each end of the work perimeter to meter the flow of traffic into the work perimeter. If debris is to be moved across the roadway, the flagmen will stop all traffic. When the loading of a truck is completed, the flagmen will also stop traffic while the truck moves out of the controlled area. During the work, the flagmen will be equipped with two-way radios to coordinate the direction of traffic. Additional trucks staged for loading will all be stationed to the side of the roadway from which they will be loaded so they will not obstruct incoming traffic to the work perimeter. When loading is completed, the truck will leave the work area.

The trucks will be placed in single file to the rear of the Knuckleboom loader. As each truck in the queue is loaded and departs for the dumpsite, the next truck in line backs up to the loading perimeter. The Knuckleboom loader will load from piles that are staged by two front-end loaders working ahead of the Knuckleboom loader to limit the amount of movement of the Knuckleboom loader during the course of the day. When self-loading trucks (self-loaders) are in use, those trucks will be directed to an appropriate location within the work perimeter where they can begin loading immediately.



The front-end loaders will stage the material from the area between the sidewalks and the street into staging areas on the side of the street. If the crew is working in a high traffic area, then this method will not be incorporated – rather the staging will be done completely on one side then staged completely on the other side. When the Knuckleboom loader encounters material difficult to handle (such as chunk wood), the Front-end loader will assist in performing the loading.

Two laborers trained in the use of chain saws will assist the Knuckleboom loader. They will rake and clean up the area of the pile. When oversized material is encountered, the laborers will use chainsaws to reduce its size. The laborers will also assist the truck operators in staging for the Knuckleboom loader, notifying when loading is completed and for obstructions to and from the loading area.

The crew Foreman will be responsible for scouting future debris removal locations. He will utilize maps to locate the perimeter of the zone to which he is assigned. While scouting the zone, the Foreman's responsibilities will include:

- Locating logical truck routes.
- Plotting a logical and efficient direction for the crew.
- Locating and planning for hazards within the zone (such as high traffic areas).
- Notifying his Supervisor and Sector or Area Manager of hazards in a timely fashion so the hazard can be avoided if possible or mitigated if necessary.
- Identify plan for and obtain the necessary resources for a steady workflow in future locations of the work zone.

At the end of each shift, crew employees will complete their time sheet by entering in the time the shift ended, the ending hours on the equipment they utilized and the number of loads they either hauled or loaded. They will deliver this timesheet to the Foreman before leaving the shift. The Foreman will compile the labor information to a daily worksheet, along with Purchase Orders, trucking that was utilized and

number of loads hauled, equipment utilization, and a briefing of the course of the day describing any problems that arose and solutions implemented, and areas worked. The Foreman will then turn in the reports for the day. The following topics will be discussed with the management team:

- Changes in time for completion
- Changes in cost objectives for the project
- Changes in operating policy
- Changes in the technical specifications for the projects
- Changes in methods
- Changes in needs
- Revised activity plan estimates
- Failure of suppliers or contractors to deliver on time
- Reassessment of resource requirements on individual activities
- Inability to utilize resources as planned
- Unexpected technical difficulties
- Unexpected environmental conditions
- Scheduling needs
- Performance of work per zone or region
- Unplanned costs
- Any problems or future problems pertaining to the project

After the meeting is adjourned, the Project Manager (PM) will collect all the data. The next business day the data received, and the daily reports will be entered into a computerized database. These reports will be evaluated by the Disaster Response Business Unit Director and discussed with the CEO and the PM. The data will be used in weekly reports that itemize costs per region and code and weigh them towards the projected costs and schedules of the project. These reports will be submitted weekly to corresponding company divisions along with reports submitted to the City. It will be the responsibility of the PM to utilize the minutes of the daily meeting and the information from the reports to make daily assessments of the schedules of each individual crew. The PM will also have daily meetings with the City regarding performance and schedule issues of the project. This meeting will cover the customer needs of each zone, projected costs and scheduling of assigned zones, priority of zones, and work to be completed.

Geographic Area Management

Every area has its own unique geographic characteristics that define the parameters of the response. An urban area, smaller municipalities, and rural areas offers different challenges to the successful completion of a disaster recovery mission. Traffic is always an issue that must be addressed, especially when working in and around waterways. Bridges are natural bottlenecks, and our experience has taught us, the less they are used during the transportation of the debris, the better. Ceres is always aware that our disaster recovery work is not the only thing utilizing the transportation system. Through the selection of strategically located DMS, our haul trucks should have minimal impact on these areas, as the haul zones are designed to keep the trucks working close to each DMS. In the successful completion of our Hurricane Katrina disaster recovery operation in Louisiana, we worked with all these geographical characteristics and traffic never became an issue because the zone design and DMS locations worked together as intended. All impact sensitive areas, such as waterways, parks, forest land, and reserves will be dealt with in an environmentally appropriate manner.

Debris Management Sites (DMS)

Ceres will utilize the DMS identified by the City. In the event that additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified, and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning (if allowable) or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples

- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone
- Four walking floor trucks (120cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

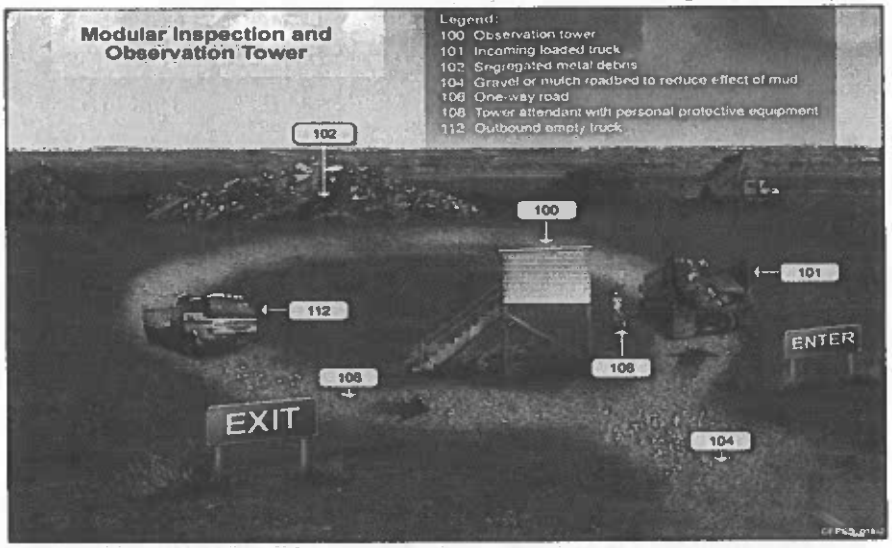
During work for the USACE in Louisiana after Hurricane Katrina, we performed debris removal operations in 11 Parishes, and operated 54 DMS/final disposal sites, simultaneously.

One operator will be assigned site maintenance duties and will operate the Motor Grader, Water Truck, and Low-bed Trailer. This operator's primary duty is to ensure use of the roads by the dump trucks and maintain dust and fire control. The Loader with blade will have intermittent general site maintenance duties and will keep areas around the burn pits, ash storage, and grinding areas clean.

Ceres will construct a hazardous materials containment area at each DMS measuring approximately 30' x 30'. Typically, the perimeter will be lined with hay bales and staked in place. The area will be lined with heavy gauge plastic (10 mil or greater) to provide a waterproof barrier. A plastic cover (10 mil or greater) will be used to prevent rain from entering the containment area. Site run-off is redirected away from the containment area by site grading. Hazardous materials that are encountered during cleanup operations will be staged in this area. Such materials will be properly disposed of in a timely manner.

Inspection

DMSs will be the point of inspection and load volume estimation by the City or their designated representative. Inspection towers will be used to observe and record all trucks entering and leaving the DMS and document their loads. The tower will be 10 feet above the existing ground elevation, with a wooden handrail and steps to provide access and constructed of pressure treated lumber. The floor area will be 8'x8', constructed of 2'x8' joists, 16" O.C. with ¾" plywood supported by four 6"x6" posts. The perimeter of the floor area will be protected by a 4' high wall constructed of 2'x4" studs and ¾" plywood. The entire floor area will be covered with a corrugated tin roof. The roof will provide minimum 6' 6" headroom below the support beams. The inspection tower will be large enough to adequately accommodate a minimum of three people simultaneously.



City Monitors/Inspectors will inspect each load to verify that:

- The truck has been pre-approved and measured.
- The load is eligible.
- The 'percentage filled to' figure is determined and noted on each individual load ticket.

The Monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring separation. The Monitor will instruct the driver regarding the

appropriate dump location at the site and will verify the truck is completely empty following dumping. The Monitor will complete the load ticket presented for each load delivered to the site.

After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the Hazardous Toxic Waste Specialist, staged in the Hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be separated accordingly.

Load Tickets and Reporting

Ceres uses preprinted, five-part carbonless, color-coded load tickets. The tickets are available for use on this project if approved by the City. Each ticket has a unique serial number and ample space to record information such as: contractor, date, truck number, load size, driver, and type of material, origination, dumpsite, time, GPS Location, and inspector. Ceres uses a custom Access database program to record ticket information. The entry screen follows the format of the load ticket which greatly speeds up data entry. Tickets are easily verified and combined with a truck inspection table contained in the same database. One data entry clerk with minimal training can enter 700 load tickets (the equivalent of about 21,000 cubic yards) per day. Access also contains powerful report features that aid in ticket reconciliation and truck verification. Data is easily converted between Excel and Access for reporting purposes.

Material Separation

Due to the nature of these operations, material separation is required in order to properly and efficiently process debris. Collection crews will separate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the separation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be separated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DMS until final disposal.

Metal contaminants will be separated and baled or otherwise processed for recycling. Concrete will be separated and transported to a recycling facility and may be crushed prior to transport. Glass, plastic, and other materials will similarly be separated and recycled to the maximum extent possible. Debris that cannot be processed or otherwise recycled will be disposed of at an approved and lawfully permitted construction and demolition final disposal site.

Volume Reduction by Grinding

The wheel loader with rake will push material designated for reduction to the grinder. Great care should be taken to keep the debris free of dirt before processing with a grinder/chipper; this both maintains the value of the product and reduces the cost of grinding. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion.



Horizontal grinders, having a predominately closed grinding chamber, can operate with a minimal exclusion zone projecting out at a 45-degree angle at a distance of 250 feet from each corner of the in-feed conveyor. Tub grinders, if used, will operate with an exclusion zone of 300 feet on the "kick" side of the grinder and

50 feet on the "non-kick" side. Grinders will be shut down in a full tub condition to minimize debris ejection. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. Lockout/tagout procedures will be used on grinders and strictly enforced. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs.

Volume Reduction by Burning
The loader/rake will push clean debris in the direction of the burn pit, taking great care to keep the debris free of dirt. Once the debris is piled in the vicinity of the burn pit area, the backhoe with thumb will feed the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps.



The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure. Prior to removal of ash debris from the air curtain incinerator pit, the material will be wetted. Ash stockpiles will be at least 100 feet away from any debris stockpiles.

Final Disposition
Separated, processed non-grindables will be recycled to the maximum extent possible and practicable. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Documentation will be retained regarding total type and amount of materials recycled and each recycling destination.

Clean woody materials will be processed to generate mulch. Live bottom trucks loaded with a rollout bucket-equipped wheel loader will be used to haul mulch to the final disposal site. Mulch hauling will be performed simultaneously with grinding. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of Incinerator Ash Material will comply with all federal, state, and local requirements and the Incinerator Ash Material Management Plan.

Work Hours
Collection crews will typically work up to 12 hours per day, seven days per week unless otherwise specified or limited by contractual requirements. For safety reasons, collection crews will work during daylight hours only. Debris processing sites typically operate 24 hours per day, seven days per week if sufficient lighting is provided during evening hours, unless restricted by the contract.

Traffic Control
As discussed in other sections, Ceres requires and will provide certified traffic control personnel for debris collection, transportation, and processing operations. Competent and qualified personnel will be trained in traffic control procedures and will be provided necessary safety equipment and communication devices. Traffic control personnel will generally be placed at either end of a work zone in order to properly control the flow of traffic into and out of the work zone.

Site Restoration
The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the Restoration Plan will include requirements for achieving ground cover through topsoil and seeding specifications. Other requirements may be mandated by the Erosion Control Plan, such as maintenance of

straw bales, retention ponds, or erosion control fencing until ground cover is established. An outside independent party may be employed to conduct a post utilization environmental survey in order to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

Demobilization Phase

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for final report to the City which includes lessons learned and results of operations.

Documentation – Field Operations

Production Reporting

Ceres has developed specific internal procedures to ensure proper audit-quality documentation of daily project activities is captured and provided to the City. This includes project tracking forms, load tickets, truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. Other reports are prepared and submitted to document project activities, progress, and quality control.

Documentation

- The zone, Section number, and street where debris removal operations were conducted and/or completed.
- The total number of personnel engaged in debris management and position or activity
- Daily and aggregated man-hours
- Then number of loaders and debris hauling vehicles in operation
- Hours of use of trucks and equipment
- The daily and aggregate volumes of debris, by type, removed and processed
- The number, name and location of each debris management site in operation to include numbers and types of reduction equipment in use
- Mulching machines in operation
- The percent completion of the project
- The estimated completion date
- Any inspections conducted by federal, state or local government agencies
- Any testing performed and/or test results
- Quality control phases implemented, as applicable
- Any corrective actions implemented
- Any damage to private property caused by contractor operations
- Any reports of damage or claims made by citizens
- Other information as may be required to fully and completely describe the contractor's daily operations
- A weekly summary of the information from the daily reports
- A final project summary report to describe all debris management activities conducted and conformance to contract specifications
- Additional information or reports as necessary to adequately document the conduct of debris management operations.

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Quality Control

Daily Contractor Production and Quality Control reports will be completed each day of work and available the following work morning to the City. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager and Project QC Manager will monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the City.

Formalized quality control procedures are applied to each project to ensure documentation procedures are properly and fully implemented and to ensure conformance to project specifications. All personnel, including employees, subcontractors, and suppliers are subject to the provisions of the QC Program. For each project, a Quality Control Plan is specifically developed to detail the QC organization, individual responsibilities, monitoring procedures of activities and subcontractor activities, documentation requirements for Ceres personnel and all subcontractors, control phases or procedures, and identification and correction procedures for non-conforming activities. The remedies for non-conformance include termination. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

Deployment of ArcGIS/Dropbox System

Ceres employs a customized ArcGIS/Dropbox system to assist project management in capturing initial site reconnaissance, develop situational awareness with the City, capture incidents/costs in the field and

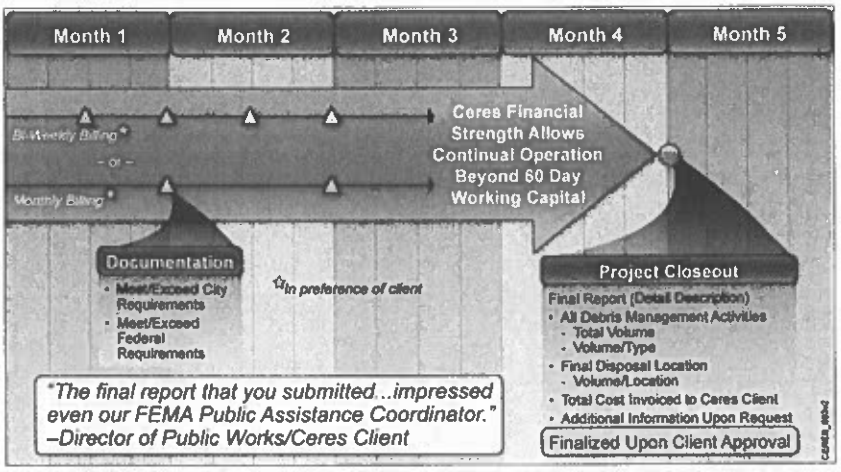
provide a valuable record to help City construct the administrative record. Field personnel are provided with tablets in the field to file reports through ArcGIS and pull up property data from Dropbox. For example, the Quality Control Form allows Ceres field personnel to document the progress each day on an individual zone. This includes pictures of collection crews work, cleared streets, missed piles and the overall progress of the zone towards completion. Ceres field personnel file various reports including:

- Safety Form
- Quality Control Report
- Zone Progress Report
- Zone Punchlist Form
- Damage Form

Upon submittal of a form through ArcGIS, the form is emailed to the project management staff and auto routed to the appropriate Dropbox folder organized by Zone then Subzone or street. At any time while on in the field, personnel can access the Dropbox to review previous reports or other pertinent information. Simultaneously, planning staff, the Project Manager or designee, can review Damage Claims, Zone Progress Reports and advise the City on zone completion status and offer recommendations on the path through the project.

Invoicing

Ceres can provide invoices to the City on a bi-weekly, semi-monthly, or monthly basis. With each invoice, appropriate documentation will be provided relating to the services provided during the invoice period. Documentation will meet the City requirements and the federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the City throughout the invoicing and reimbursement process long after the work has been completed.



Reimbursement Assistance

Ceres is trained and experienced in providing the necessary documentation and assistance toward the preparation of reimbursement claims (Project Worksheets) for the City. If needed, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement.

Throughout Ceres' history, no governing entity has been denied reimbursement for work Ceres has performed.

Program Management Assistance

Ceres is experienced and trained to provide all the following services to the City:

- Project Worksheet (PW) writing
- Assistance with estimating debris volumes for Initial Damage Assessment (IDA) report
- Expenditures eligible for reimbursement
- Recovery Process Documentation
- Recovery Process Oversight
- Review of records system for applicability to federal and state requirements

- Orientation and training of City personnel on documentation requirements
- Claim documentation

Project Closeout

A final report will be submitted to the City upon project closeout. Ceres will prepare and submit a detailed description of all debris management activities including total volume of debris by type, final disposal locations and amounts of debris delivered to each, and total cost of the project invoiced to the City. Ceres will also supply additional information upon request of the City and understands that final project reconciliation must be approved by the City.

Debris Training Program Description

This section discusses the training requirements for all Ceres employees regarding Debris Removal and DMS Management, known as "Debris Training."

The Project Manager or his designee is responsible for the following:

- Implement and administer initial and refresher training programs.
- Determine the appropriate facility-specific training and/or orientation/briefing needed for each employee.
- Ensure employees attend required facility specific training and/or orientation/briefing.
- Ensure employees are assigned positions for which they have received training and/or orientation/briefing.

Project First Line Managers/Foremen are responsible for the following:

- Determine the appropriate facility specific training needed for each employee.
- Ensure employees are only assigned positions for which they have been trained or orientated/briefed, as applicable.

Initial Training Requirements

There are no educational or experience entry requirements for Debris Training. Comprehension of the English language is required to attend the Debris Training. Comprehension is validated by the successful completion of this training program.

The first step in Debris Training is the designation of an employee as a Debris employee.

Training Program Description

The Initial Debris Training Course uses a qualification card that includes a required 90-minute training session that covers review of the FEMA Debris Management training book E/G202, Units 7 and 8 (respectively "Debris Management Site Evaluation and Operation" and "Debris Monitoring") and an initial safety indoctrination.

Debris Training must be completed prior to assignment and at least every two years thereafter. After the initial 90-minute training/orientation, further project-specific training is conducted by the employee's immediate supervisor and is conducted on-the-job.

Facility specific training will be conducted regarding the TDSR Site. Topics will include Fire Prevention, Spill Prevention, Hazardous Materials Handling, Safe Operation of Heavy Equipment, Personal Protective Equipment, and Activity Hazard Analysis training.

Job Descriptions that require specific training are as follows:

Project Superintendent

Trained by the Project Manager:

- Safety
- Traffic Control
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

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Additional training includes:

Hazardous Waste
- Identifying household and other hazardous waste
- Segregation and handling of materials in accordance with contract requirements

Documentation (Reports)
- Work location
- Contract information
- Daily & cumulative hours
  - Equipment usage
  - Man-hours
  - Cubic yards collected per assigned area

Grinding/Burning Site Superintendent

Trained by the Project Manager:

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

CERES_021

Additional training includes:

Hazardous Waste
- Identifying household and other hazardous waste
- Segregation and handling of materials in accordance with contract requirements

Documentation (Reports)
- Work location
- Contract information
- Daily & cumulative hours
  - Equipment usage
  - Man-hours
  - Cubic yards reduced per assigned area

Foreman

Trained by the Project Manager or Site Superintendent:

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

CERES_022

Crew Leader, Truck Driver, Operator, Laborer

Pre-skilled in functional areas, Separate training and evaluation

Additional project specific training includes:

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

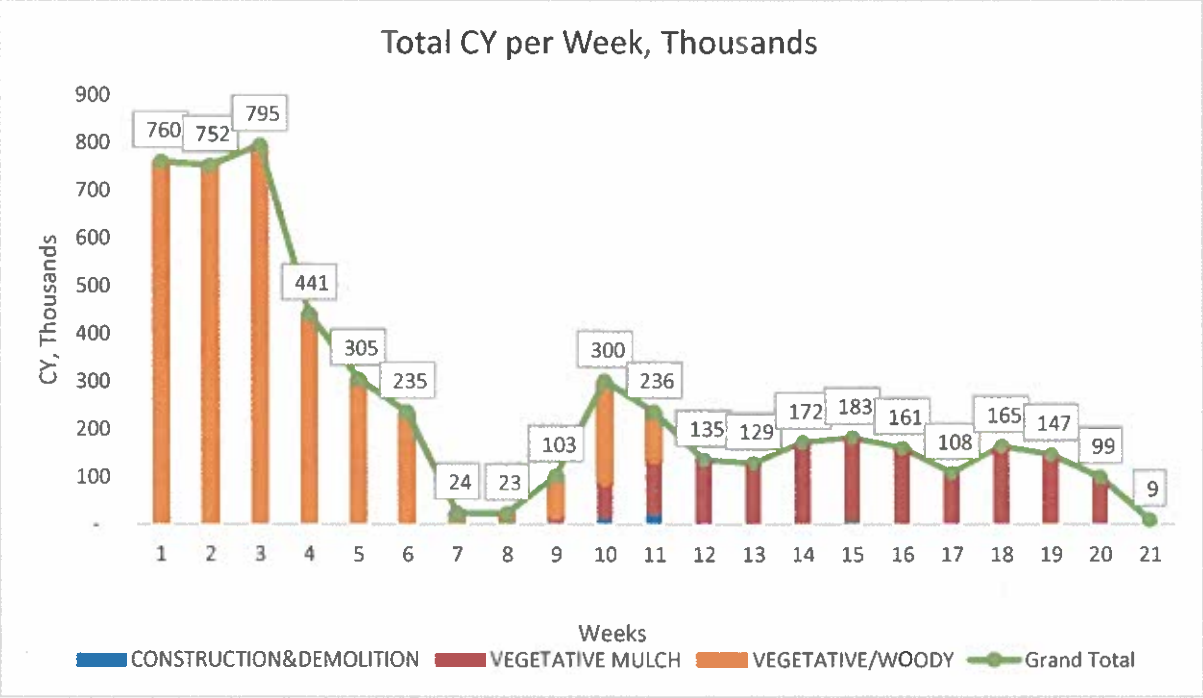
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Potential Scenarios

Ceres is expert in quick-response service, as evidenced in a letter from the Superintendent of Public Works of Elizabethtown, Kentucky following a storm debris removal project:

> "...Your representatives and employees were cooperative and responsive to our suggestions and requests regarding the progress of the cleanup. **Our town was cleaned up in an amazingly short time and our residents were very thankful."**

Ceres is also expert in high-volume projects, as shown by our 2018 Hurricane Michael response in Southwest Georgia, where Ceres was activated by the U.S. Army Corps of Engineers (USACE). At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontracts. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. Ceres loaded, hauled and disposed of a total of 4.2 million cubic yards of debris.



Ceres Production Curve: Total CY Average per Week

Ceres is accomplished in all aspects of the work described in the RFP. Some of those tasks are performed in every project, while other activities are performed only in worst case scenarios. Whether Ceres is tasked with the smallest event or the most catastrophic, Ceres has experience, and no task is too small nor too large.

As the severity of an event increases, the physical scope of work of a project will grow. A major event will require a wider variety of services, and it will also require a more complex response with a corresponding higher level of management attention. All projects will require some basic services including debris loading and hauling. The physical actions of loading debris, cutting trees, hauling debris, reducing debris, managing, and closing out a site are similar on small and large events. The larger events also may require additional services including life support (water, ice, food), and as mentioned, the logistics and management abilities required on a larger event are at a higher level. Ceres is qualified to handle all events, large and small, as shown by our successful operations in each of the over 330 FEMA-reimbursed projects we have managed, whether Ceres handled over 13 million cubic yards of debris or less than 10,000 cubic yards of debris.

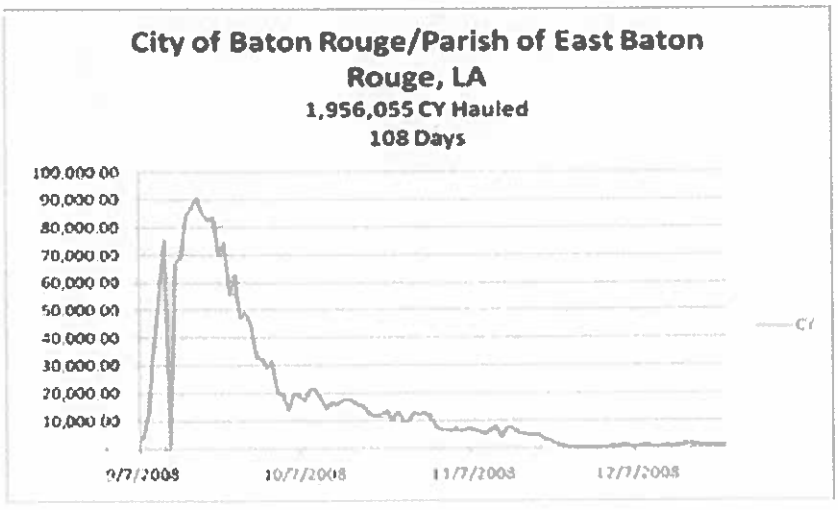
The estimated cubic yards listed below are general estimates. Likewise, **projected mobilization times and equipment usage given are general estimates.** Graphical displays of approximated past performance on similar sized projects are given as a reference.

The following pages describe the two (2) scenarios selected by the City of Tyler for planning purposes, and detail projected quantities and production rates. Graphs of hauling production in cubic yards on previous projects performed by Ceres illustrate Ceres' ability to perform each scope of work in each scenario. The graphs are rough illustrations of vegetative and construction and demolition debris and may use rounded numbers. The graphs generally do not include stumps, white goods, and other types of materials. Severe one-day drops in production usually indicate a "weather day" of zero hauling for safety reasons.

It is important to note that production rates vary for several reasons. In many cases, the rate of hauling is determined by how quickly citizens bring debris from private property to the curbside. In some cases, such as in Kansas City, the city preferred very quick production. In other cases, the local government wanted Ceres' hauling crews to stay on the job for an extended time even though production was low, because the citizenry needed time to bring debris to the curbside.

Production rates in an event in Tyler will vary depending on the actual storm event and physical conditions, and depending on the City's wishes, which may relate to how quickly residents can bring material out of their yards to the curbside. Generally, Ceres has the capacity to perform more rapidly than is preferred by the local government.

Event Type: A
Catastrophic Tornado Event – Removal, Reduction, Hauling, and Separating – Mixed Debris –City-wide
Ceres Headquarters Office Location: Houston, Texas permanent office with mobile Tyler office
Number of TDSR Sites: 4 to 6
Location of TDSR Sites: To be determined
Size of TDSR Sites: 5 to 20+ acres (possible site layout illustrated below)
Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers
Total Expected Cubic Yards of Debris: up to 5,000,000 CY
Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers; initial mobilization approximately 64 crews with approximately 180 trucks
Time elapsed from Notice to Proceed to first arrival onsite: 1 hour
Time elapsed from Notice to Proceed to complete mobilization: 25% in 24 hours, 50% in 48 hours, 100% in 72 hours
Expected Management and Supervision Staff: General Management personnel: 1 project manager, 1 operations manager, 1 assistant project manager, 1 project superintendent, 1 assistant project superintendent, 1 FEMA/City liaison, 1 quality control officer, 1 administrator with 1 clerk, 1 subcontracting officer, 1 safety and health officer, 1 accountant with 2 clerks and data entry personnel as required;; **plus Expected Personnel per TDSR Site**: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 7 or 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 3 to 5 additional laborers for separation and other material handling



Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other

loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with City representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from City representatives.

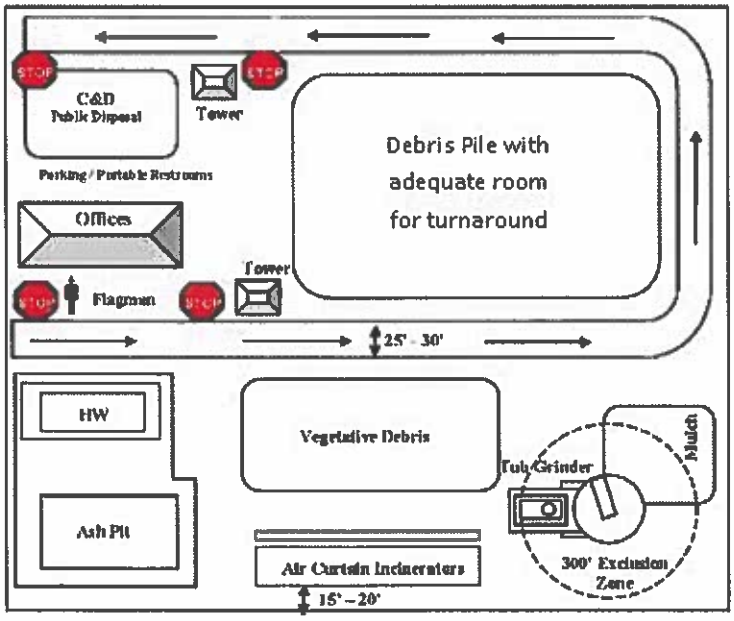
Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the City's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

TDSR Operation

Quantity of equipment PER SITE: 1 grinder, 2 excavators and/or backhoes with grapples, 1 dozer, 1-wheel loader with rake, 1-wheel loader with bucket, 1 maintenance truck, 1 water truck for fire suppression, 1 to 2 inspection towers, 1 hazardous materials containment area.

Methodology for accepting and measuring of debris: Inspection – From the constructed tower, the City's designated monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring separation. The monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The monitor will complete the load ticket presented for each load delivered to the site.



Unloading - After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the hazardous toxic waste specialist, staged in the hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be separated accordingly.

Separation - While vegetative debris is generally the most voluminous debris stream, due to the nature of the storm, material separation is frequently required in order to properly and efficiently process the debris. Collection crews will separate grindable (vegetative) debris from non-grindable debris to the maximum extent possible during collection and loading operations. These loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be separated and sorted either manually or mechanically to remove the contaminants and then moved to the appropriately lined/fenced areas at the DMS.

Reduction - A wheel loader with rake will push material to the excavators and backhoes for loading material into the grinder. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion. Grinders will operate a safe distance from all other areas of the site to eliminate risk of injury from projectile debris from the grinder. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs. If burning is allowed, the debris, once piled in the vicinity of the burn pit area, will be fed into the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside for forwarding any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps. The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure.

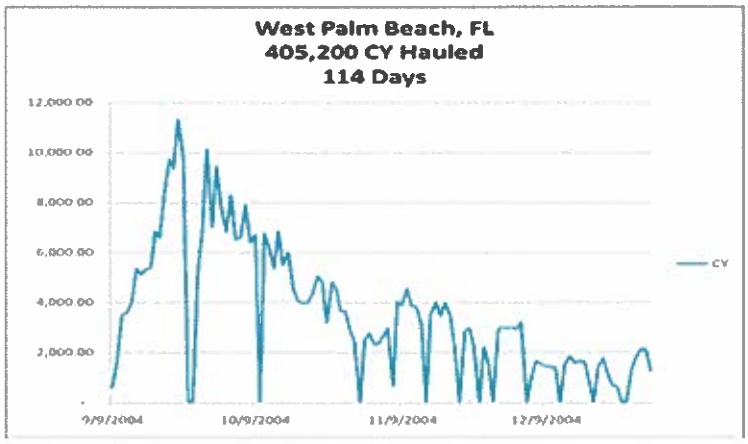
Final Disposal – Once debris measurement and processing operations are complete, the separated non-grindables will be recycled to the maximum extent possible. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Clean that has been processed into mulch will be loaded into live bottom or similar hauling vehicles for delivery to the final disposal location. Mulch will be applied or disposed of at a site(s) approved by the City, as appropriate. The handling of incinerator ash material will comply with all federal, state, and local laws and regulations.

Site Closure - The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the site will be returned to its pre-storm condition or better via providing sufficient ground cover, grading, and seeding as necessary. An outside independent party may be employed to conduct a post utilization environmental survey in order to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

Event Type: B
Significant Event – Removal, Reduction, Hauling – Mixed Debris – Widespread or City-wide
Ceres Headquarters Office Location: Houston, Texas permanent office with mobile Tyler office
Number of TDSR Sites: 2 or 3
Location of TDSR Sites: To be determined
Size of TDSR Sites: 5 to 15 acres
Type of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, other
Total Expected Cubic Yards of Debris: 200,000 CY
Quantity of Hauling Equipment: Self-loading knuckleboom trucks, dump trucks/trailers, approximately 8 crews with approximately 46 trucks total.
Time elapsed from Notice to Proceed to first arrival onsite: 1 hour
Time elapsed from Notice to Proceed to complete mobilization: 25% in 24 hours, 50% in 48 hours, 72% in 72 hours
Expected Management and Supervision Staff: General Management: 1 project manager, 1 operations manager, 1 site superintendent, 1 project superintendent, 2 foremen, 1 quality control officer, 1 administrator, 1 clerk, 1 subcontracting officer, 1 safety and health officer; **plus** Expected Personnel **Per TDSR Site**: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

Methodology for Scheduling and Routing the Removal of Debris: Ceres would provide several crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup

by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the City field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the City administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.



Administration: All trucks would be placarded and certified by Ceres and City personnel, and each load would be ticketed by a City-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a City-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the City. Ceres, with the prior approval of the City, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

2.4.A Ability to Manage Activation of Multiple Contracts

Throughout our proposal, we highlight the experience and capabilities that make us an excellent choice to support the City of Tyler in the event of a disaster. Ceres Environmental Services, Inc. has 48 years of experience in disaster recovery and employs a professional and managerial staff with exceptional experience in the field. Ceres and its family of companies own 2,019 pieces of equipment. Additionally, we have a database of 3,346 trusted subcontractors to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than $2 billion per project. Ceres has permanent office locations in Texas, Louisiana, Florida, California and Minnesota.

Ceres has demonstrated the ability to respond to large-scale events and has the resources and experience to handle multiple events in multiple locations without compromising commitment to superior performance and customer satisfaction. For more details on our ability to manage activation of multiple contracts, please see **Section 1.2 Experience Managing Multiple Contract Activations.**

Overarching Strategy

Ceres Environmental Services, Inc. has grown from a single company into a diverse family of companies related through common ownership. The companies fulfilled a long-term strategic goal of owner and President David McIntyre – to develop a suite of complementary businesses to support Disaster Response in any large and diverse disaster debris activation(s). Each business unit plays a vital role in the overall company strategy and Ceres can draw on the strength of each company to ensure that the personnel, equipment, and finances required to successfully complete large-scale debris missions is readily available upon activation. This strategy allows Ceres to: 1) retain long-term employees between disaster recovery assignments; 2) keep heavy equipment on-hand, at-the-ready and operational; 3) provide financing to ensure we can pay subcontractors promptly and purchase additional equipment necessary to self-perform.

Personnel

We routinely cross-train employees between companies and/or divisions to ensure they can deploy when needed. During the recent storm seasons, Ceres was able to field enough personnel with disaster debris experience by reaching back into the Ceres family of companies, shown below.



Some of our most challenging deployments to Texas, Florida, and Georgia were Ceres Disaster Response Division personnel, followed by personnel from The Ground Up and Ceres Civil Division to help fill personnel shortages. As stated above, these employees are cross trained to come into disaster recovery positions during surge situations. As additional personnel were needed, Ceres used earthquake-hardened leaders from Christchurch, New Zealand and still more from Ceres Caribe in Puerto Rico. Ceres used sister company Vesta Equity to help raise cash, secure additional project financing, run cash flow analyses, and search for available real estate within local jurisdictions to use as TDSR sites. Following the successful completion of a debris project, these individuals were placed back into their normal day-to-day positions,

retaining their debris training for the next disaster response. As an example of the use of cross-trained employees from various affiliated Ceres companies, 1,304 employees from all Ceres affiliated companies participated in the Ceres disaster recovery contracts, including 377 management staff.

When an influx of Ceres' personnel is required for disaster operations, Ceres places less experienced individuals under tenured employees as direct reports.

Civil Works Division: This business unit focuses on large horizontal construction contracts such as levees, dikes and other flood control works. The Civil Works Division provides bridge revenue between large activations and helps sustain home office overhead, including Human Resources, Accounting, and Maintenance. The Civil Works Division also directly supports the Disaster Response Division during activations with operators, laborers, and project management personnel and equipment.

Equipment Division: This business unit provides equipment to the Disaster Response Division, Ceres' Civil Works and other Ceres business units. The equipment division manages 2,019 pieces of equipment with a replacement value of approximately $108 million. This division employs 33 mechanics, managers, and logistics professionals.

The Equipment Division directly supports the Disaster Response Division during activations with equipment, mechanics, and the logistical backing to move equipment over land and water.

Ceres New Zealand: This business unit was formed in response to the 2010/11 Christchurch earthquakes and specializes in complex demolitions including cut and crane, high reach, and implosion. This business unit was developed to provide expertise for a large-scale earthquake response in the U.S. Ceres New Zealand directly supports the Disaster Response Division during activations with project management personnel, engineers, and unrivaled demolition expertise.

Ceres Caribe: This business unit was formed in 1998 in response to Hurricane Georges and has unique knowledge and relationships for work throughout the Caribbean. Ceres Caribe recently responded (2017-present) to the USACE Blue Roof Mission and the Department of Transportation and Public Works (DTOP) debris project in Puerto Rico. Ceres Caribe directly supports the Disaster Response Division during activations with project management personnel and logistical acumen.

Minnesota Mulch: This business unit is a Minneapolis-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations. Minnesota Mulch provides revenue between large activations and sustains home office overhead, including Human Resources, Accounting, and Maintenance. The business unit shares the 17 grinders, support equipment, operators, managers, and mechanics working day-to-day in Brooklyn Park, MN. In concert with The Ground Up personnel, Minnesota Mulch personnel oversee the operations of any and all TDSR sites used during an activation – from site construction, site management, reduction and site remediation/closure. Minnesota Mulch directly supports the Disaster Response Division during activations with grinder operators, debris site managers, and equipment.

The Ground Up: This business unit is a Houston-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations. The Ground Up provides revenue between large activations and sustains home office overhead, including Human Resources, Accounting and Maintenance. Specifically, the business unit shares the 17 grinders, support equipment, operators, managers, and mechanics working day-to-day in Houston, TX. Personnel from The Ground Up and Minnesota Mulch oversee the operations of TDSR sites used during an activation from site construction to site remediation and closure. The Ground Up directly supports the Disaster Response Division during activations with grinder operators, debris site managers, and equipment.

Vesta Equity: This business unit was created after Hurricane Katrina to store and provide a return on capital that would later be required for any major event. Vesta is a private equity company focused on short-term loans that can be borrowed against or sold to raise cash. Vesta Equity directly supports the Disaster Response Division during activations with cash and real estate resources to help locate potential TDSR sites. Specifically, Vesta played a lead role in helping the Disaster Recovery Division secure some $85M in the form of lines of credit, equipment loans and intracompany transfers to fund the 2016-2018 and 2021-2022 storm seasons.

CTL Forest Management: This business unit was acquired in 2020 to address the growing need in the Pacific Northwest and Southwest United States for pre-disaster wildfire mitigation and post-wildfire hazard tree removal services. The unit is a Placerville, California based company that provides specialized forestry management services and low-impact environmental restoration services to commercial, private, not-for-profit, municipal, and government organizations. CTL was a Prime Contractor for CalRecycle Camp Fire Hazard Tree Removal Program (DRR19067) in Butte County, CA.

TSU/Tree Service Unlimited: Like CTL Forest Management, this company was acquired to support Ceres operations in the West Coast region. TSU is a line clearance certified, disaster recovery, debris management, and hazard tree removal company. For 38 years TSU has successfully performed services for California's largest utilities and municipalities, as well as federal, state, and local entities.

Ceres developed the Project Management Playbook and the Debris Management Toolkit – centralized repositories for debris guidance, project forms, safety documents, and internal company protocols – to quickly onboard personnel. Ceres crafted templates and protocols to streamline the permitting of TDSR sites and final disposal sites in Florida.

Now, when disaster strikes, Ceres has dedicated disaster professionals and augments with employees cross-trained in disaster debris operations. If the event dictates the onboarding of additional personnel, Ceres has its tenured employees, Project Management Playbook, and the Debris Management Toolkit to lessen the learning curve and provide personnel with immediate access to mission-critical information.

Equipment

Equipment with its operating personnel may become scarce in a very large event as the subcontractors who have the most efficient equipment quickly sign subcontracts and begin working. In a very large event, there will be remaining unmet demand and equipment will be unavailable to some jurisdictions.

Ceres avoids this problem using various tactics, including:

1) Ceres cultivates relationships with our subcontractors so that even when a subcontractor can choose from various opportunities, the subcontractor seeks out work with Ceres. Ceres has a long history with many subcontractors who have been getting relatively steady work over several storm events. These subcontractors know that following a storm Ceres will obtain work; the subcontractors realize that the best way to obtain a share of work in future storms is to be a reliable subcontractor in the present storm. By being a desirable prime contractor to work for, Ceres attracts a larger share of scarce equipment.
2) Ceres bids jobs properly and has enough revenue on a project so that even if equipment is scarce and more expensive than usual, Ceres will be able to offer enough pay to subcontractors so that they work on the Ceres project. Some subcontractors submit "lowball" prices and win awards but then find themselves unable to hire subcontractors based on that pricing schedule. Clients of these low-priced subcontractors are more likely to find themselves without sufficient equipment.
3) Ceres is strong financially and can more easily absorb higher costs than weaker prime contractors. Our financial strength allows us to pay higher prices to subcontractors if it is necessary to do so to obtain needed equipment.
4) Ceres has relationships with subcontractors across the country and can offer mobilization payments to attract subcontractors who are more distant to the event, resulting in additional equipment becoming available.
5) Ceres has developed expertise in attracting new, mostly local, entrants into the disaster debris business. These new entrants frequently use lower-cost, less-efficient equipment such as pickup trucks with small dump trailers, but they are able to add to the daily hauling capacity on a project.
6) Ceres will open additional Debris Management Sites (DMSs), so that the equipment that is on site can make more round trips per day. In this manner the daily production can increase as if there was more equipment on site, although what actually happens is that the existing equipment becomes more efficient. Ceres' recent ACI project in SW Georgia used this method to good success. Ceres opened multiple TDSRS per County to keep haul distances short and production high. Both new entrants and the existing haulers mobilized in support for the USACE debris mission. At the mission's peak, Ceres hauled 140,000 CYs in a single day, or 3.3% of the total project.

7) Finally, **Ceres owns 2,019 pieces of equipment**, including 64 excavators, 68 loaders, 21 dozers, 17 grinders, 21 self-loading knuckle boom trucks with pup trailers, 12 lowboys, and 10 air curtain incinerators. The 12 lowboys and the network of equipment transports available to Ceres is vital to moving assets around the country or to simply retrieve assets from rental companies regardless of origination point. This is a critical point of differentiation from the rest of the industry.

Unavailability of Disposal Sites
The unavailability of disposal sites can be mitigated by:

- distributing public information to divert waste from the debris steam to increase proper debris separation;
- thorough choice of reduction method; and
- thorough alternative uses for reduced material.

Diverting Waste from the Debris Stream and Proper Debris Separation
Ceres works with clients before a disaster to actively divert waste from the debris stream and to encourage proper separation of debris at curbside. Each client and Ceres project manager receives the Debris Management Toolkit containing public information on such topics as preparing your home before the storm, brief videos on how to properly segregate curbside debris; separation diagrams, and radio advisories. Ceres encourages clients to release public information regarding proper separation of debris at curbside. It is easier to communicate with a population that hasn't yet evacuated then to communicate with a displaced population.

Reduction Methods
The choice of reduction method – grinding, air curtain incineration and open burn – can help alleviate the need to dispose of large quantities of disaster debris.

- **Grinding** produces a reduction ratio of between 3:1 to 5:1.
- **Air curtain incineration** produces a reduction ratio of between 20:1 to 25:1. During our Beaufort County, SC, response, Ceres land-applied the resulting ash as a lime substitute on farmland through the County. This again helped reduce the tipping fees to the County, the State of South Carolina and the federal government. Ceres maintains relationships with various state agricultural departments and extension offices to help identify farmers that may like the ash amendment and to determine the appropriate application rates.
- **Open burn** produces a reduction ratio of 10:1 to 15:1. While the most cost-effective reduction method, open burn may not be suitable for urban and suburban areas and does carry negative environmental connotations from the heavy smoke.

During the USACE Georgia mission, Ceres realized a reduction ratio of 3.2:1 and disposed of over 1,000,000 cubic yards of mulch. Ceres disposed of material co-gen facilities, pecan farms and parks, and no mulch was deposited in a landfill.

Alternative Uses for Reduced Material
While vegetative debris is the most common debris type, other debris types have alternative disposal options that help mitigate the unavailability of disposal sites, as shown in the following table.

Alternative Disposal Options for Common Types of Debris

Debris Type	Use
Unprocessed Woody Debris	Unprocessed Woody Debris can be used as marine habitat enhancements in parks and wildlife refuges in addition to developing large debris into crib walling for wetlands restoration and protection.
Metals	Metals shall be separated into ferrous and non-ferrous metals using electromagnets, metal maulers and shredders and sold to metal recycling firms. During the Lake, Mendocino and Napa Debris Mission following the NorCal wildfires, Ceres segregated metals out from the debris stream and transported to a recycling facility. Similarly, Ceres is recycling all metals from the current Camp Fire debris removal project in Paradise, CA.
Rubble	Rubble identified as concrete, bricks, cinder blocks and certain types of tile; rubble can be crushed and sieved for use as aggregate. Often utilized as a substitute for concrete aggregate in nonstructural applications, the rubble

Alternative Disposal Options for Common Types of Debris	
Debris Type	Use
	aggregate can be reformed into concrete for riprap erosion control. Ceres recycled rubble in Haiti following the 2010 earthquake and again in Christchurch, New Zealand, following the 2011 earthquake.
Glass	Glass can be directly recycled into fiberglass or used in place of sand in paving material.
Asphalt Shingles	Asphalt shingles can be recycled and given to varying local government for asphalt paving and pothole repair.
White Goods and Gasoline Powered Tools	White Goods and gasoline-powered tools communities oftentimes have not-for-profit, Goodwill, or State-owned organizations which employ workers to repair and recycle goods. In many states, following the removal of CFC refrigerants and oil/gas, the white goods and powered tools can be recycled for scrap metal.
e-Waste	e-Waste OEM manufacturer supported programs and other local recyclers that recycle e-Waste focusing on the electronic circuits, metals and plastics.
Tires	Tires can be recycled for use in asphalt, floor tiles, hoses, landscaping material, playground material and school tracks.
Soil	Utilizing screens while grinding vegetative debris, soil can be removed from vegetation and stored onsite for backfilling stump holes and ruts generated by mechanized equipment. Any remaining soil can be used in the TDSRS restoration.

Surge Requirements

The quantities of equipment and personnel required for a project may rapidly increase for a variety of reasons, and it is necessary that the Ceres is capable of a timely response.

Ceres possesses the four key components to successfully respond to major surge requirements, which are:

1) the management structure that can expand with increased requirements;
2) the management personnel who can provide the required additional supervision of activities;
3) the production personnel and equipment who can physically perform the increased work; and
4) the financing to keep payments flowing to subcontractors and vendors.

The Ceres **management structure** is built considering the basic crew level of a zone manager supervising several trucks, drivers and loading equipment. The **sector manager in turn supervises the zone managers**. If an area is denser than originally believed, additional zone managers may be required as the zones are split into subzones. If the sector manager becomes stretched due to an increased number of zone managers, an assistant sector manager will be brought in to provide additional supervision. Likewise, if an area becomes overloaded with the new subzones and additional crews, or if the overall territory is expanded, an additional area manager can be brought in. Depending on the situation, the area can be divided or an additional area can be appended to the original areas map.

Additional trucks, drivers, and operators will be required. Generally, the quantity of the debris will adequately support the needed quantity of equipment and the density of the debris is part of the surge. This quantity and density of debris will usually provide an economic incentive to the subcontractors who specialize in disaster recovery. However, when it does not, Ceres will take steps to make sure that the subcontractors will come on to the project – often this means offering financial incentives such a mobilization payment or a performance bonus. Ceres can take these steps because we value our reputation for reliability above the financial performance of any specific project. Additionally, Ceres considers these possibilities when bidding a project – we plan for multiple contingencies.

Ceres has extensive subcontractor resources. Our history of reliably paying subcontractors and our decades of providing opportunities for subcontractors give us a large supply of subcontractors who desire to work for Ceres. This results in Ceres ability to attract and retain subcontractors even when multiple options exist for the subs.

Finally, our affiliated company Vesta Equity assists in providing financing, so that if a surge requires rapid availability of additional funds, Ceres is prepared to obtain such resources.

2.4.B Mobilization and Demobilization Plan

Ceres Environmental Services, Inc. is an expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the City with the necessary resources as quickly as possible. Ceres recognizes that to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay. Below is a table of response times to an event in the City of Tyler. Response times may vary according to storm intensity.

Service	Response Time to Mobilize	Service	Response Time to Mobilize
Emergency Road Clearance	12 Hours	Emergency Power Generators	12 Hours
Temporary Satellite Systems	12 Hours	Portable Sanitary Facilities	12 Hours
Reefer/Refrigerator Containers/Ice	12 Hours	Potable Water Trucks/Bottled Water	12 Hours
Mobile Fleet Repair Facility	24 Hours	Temporary Signage/Traffic Control	12 Hours
Canteen & Operation	24 Hours	Right of Way Debris Management	12 Hours
Tree/Tree Stump/Limb Removal	12 Hours	Right of Entry Debris Management	24 Hours
Demolition of Structures	24 Hours	Temporary Lighting	12 Hours
Rental of Equipment	12 Hours	Temporary Fueling Facilities	24 Hours
Portable Housing Facilities	24 Hours	Temporary Fencing	24 Hours

Pre-Landfall Activities

Ceres Representative (Early Rep): Ceres will provide, at the City's request, a representative prior to hurricane landfall. When a disaster threatens, Ceres is pleased to provide to the City of Tyler one or more representatives to be present at the Emergency Operations Center prior to landfall. The Early Rep will interface with City personnel and provide Ceres management with on-the-ground reports regarding local conditions.

Equipment Management Plan

Ceres prepares and trains for two types of disaster categories: forecasted disasters and unpredicted disasters. Forecasted disasters provide advanced warning and the ability to monitor and track events prior to disaster impact. An example of a forecasted disaster is Hurricane Katrina which was forecasted days in advance of Louisiana landfall as a strong hurricane with the possibility of striking Louisiana. Unpredicted disasters are completely unpredictable events. An example of an unpredicted disaster is the 2011 Christchurch earthquake which recorded the largest ever peak ground acceleration recorded, 2.2g. Ceres responded to both events, but with different methods. With these two categories of disasters, Ceres has established response guidelines, Standard Operating Procedures (SOPs) and "on-call" preparedness for effective and coordinated response management.

Forecasted Disasters: Ceres dedicates personnel to continually monitor weather events throughout the United States by aggregating information from FEMA, NOAA, USGS and various third-party software suites. When a specific threat is identified days in advance, Ceres management personnel are notified, and a conference call is scheduled to brief all division personnel of the threat. In this conference call, division managers may receive special assignments and/or tasking beyond written procedures and checklists maintained by Ceres and supported by this plan. All company reservists will be contacted for status/location and, at that time, placed on alert. At this point in the response management process, an Event Director is established to continue monitoring the threat and functions fall into a uniform organizational structure governed by NIMS.

Unpredicted Disasters: Throughout the day, Ceres personnel continually monitor weather and current events throughout the United States. On weekends, select Ceres personnel rotate job responsibility for monitoring un-forecasted disasters. In the event of an unpredicted disaster, Ceres immediately activates a "telephone tree," in conjunction with a pre-scripted email easily identified as urgent, and the entire Ceres organization is stood up on alert. Once the "telephone tree" is activated, the entire top leadership of the company (the top 40 individuals) will receive a telephone call within one hour of the first person's awareness of the event. At that time, management will schedule a conference call to brief all division personnel of the unpredicted disaster and re-affirm roles and responsibilities in accordance with written procedures and checklists maintained by Ceres. Division managers may receive special assignments and/or tasking and

critical deliverables will receive a due date and time. At this point in the response management process, an Event Director is established, and functions fall into a uniform organizational structure governed by NIMS.

Although each disaster category initiates different response management mechanisms, certain response functions, or asset class, are mirrored in each forecasted and unpredicted disaster response management procedures. The Preliminary Asset Assessment Forms discussed in each subsection below are Ceres' variation of a t-card system used in ICS-200 series for ICS/NIMS operations.

Disaster Response Equipment: Ceres' Asset Manager will review all 2,019 Ceres-owned equipment for location, status, and response time. The Asset Manager will prepare preliminary transport routes for critical equipment to the given threat/disaster. Ceres also maintains shipping containers pre-packaged with supplies prepared for immediate mobilization including safety equipment, tub-grinder parts, generators, hand tools, chainsaws and other mission critical items and manages its parts inventory from shipping containers for rapid deployment capabilities.

Equipment Logistics: Ceres Asset Manager will review all 2,019 Ceres-owned equipment for location, status, and response time. This task is expedited by the GPS tracking that every asset has installed. Preliminary transport routes will be prepared for critical equipment to the given threat/disaster. For example, mobilization is planned for self-loading knuckle boom trucks and excavators with thumbs or grapples for tornadoes, hurricanes, wildfires, and additional events. Ceres using its own feet of trucks and trailers will expediently mobilize equipment and supplies to the disaster site as well as using subcontractors to assist in the mobilization process as needed.

Project Advance Team

The project team, consisting of the Project Manager and selected Project Administrative Staff and Field Management personnel, will be on-site within 12 hours following notification by the City prior to, or immediately following, storm impact. The project staff may include management representatives from health and safety, quality control, accounting, subcontract administration, logistics, and field management, depending on the size of the event. As soon as practicable, the advance team will compile an initial damage assessment. Personnel sufficient to round out the project administrative staff, its support function, and operations management, will arrive within 24 hours of notification. Once on-site, the Project Manager will be physically capable of responding to the City Representative within one (1) hour of notification.

If requested by the City, the logistics support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, temporary housing, and any additional services as specified in the agreement between Ceres and the City. During the Preparation/Planning Phase, vendors within and adjacent to the region will be identified and contingency contracts established for the provision of gasoline and diesel fuel, ice, water, food, sanitation, temporary housing, and other services. If during the Preparation/Planning Phase, local vendors are not available, Ceres will arrange to provide the services from other qualified and registered sources.

Contractor Mobile Command Center

The Emergency Operations Temporary Project Office and Primary Debris Collection/Debris Processing Equipment are staged in Houston, TX. Annual heavy equipment hauling permits are maintained for Ceres' eight heavy equipment haulers consisting of semi tractors with lowboy trailers, enabling a quick response. The temporary facilities and Ceres-owned disaster response equipment is expected to arrive within 12 hours of notice to proceed by the City.

The Emergency Operations Temporary Project Office comes equipped with general support equipment such as telecommunications (satellite telephone, radio, cellular phone, or land lines), fax copier, computer network, file cabinets, and general office supplies. The Project Manager, Project Administrative Personnel, Field Manager, Debris Collection and Site Management Crew, and designated City representatives will be provided with a proprietary communication link in the event conventional communications are interrupted. The Emergency Operations Temporary Project Office will be of sufficient size to provide support to the Project Manager, project administrative and support staff, and debris collection and site managers. A separate 10' x 20' office within the same facility equipped with general support equipment can be provided to the City.

Satellite Communications

Ceres knows that immediate communications are critical to an effective response to disaster. We maintain an account with a satellite communications company and maintain satellite handsets for our managers and to provide to our customers as "loaner phones" until standard cell phone service is back on line.

Ceres also purchased and uses a system of internet access using two satellite dishes, which when wired together provide high-speed internet access roughly equivalent to a T-1 line. When powered by a portable generator, our management and our Mobile Command Center users have local and world-wide communication tools to support our high service level.

Life Support and Fuel Supplies

Ceres comes to the project self-sufficient and ready to help in many ways, including the provision of basic necessities. Due to the uncertain nature of room and board, Ceres mobilizes with life support for our crews and for some subcontractors. Additionally, if City of Tyler seeks assistance in provision of basic needs of water, food, shelter, and ice, Ceres can supply these services, as we have done in the past in other locations.

Following the landfall of Hurricane Katrina, Ceres' crews arrived with their own housing (travel trailers and RVs). We proceeded to supply life support of temporary lodging, meals, showers, and bathrooms to 400 people. We are also capable of providing onsite fuel delivery for both the fleet of Ceres owned equipment and our subcontractors, as well as County fleets.

Debris Management Sites (DMS)

When a DMS is established, a Site Plan will be developed for each site, and include, but not be limited to:

- A description of project operations
- Site layout
- Environmental factors
- Site photographs

Additional sub-plans that may be incorporated as necessary in the Site Plan include:

- An **Environmental Protection Plan** that addresses storm water protection, hazardous waste, soil and leachate draining from the debris stockpiles, site operations, and the proximity of truck traffic to waterways.
- A **Dust Control Plan** that will address prevailing wind directions and location of developed areas as it relates to site design. Methods of mitigation will be specified such as the use of water trucks on access roads.
- A **Traffic Control Plan** that considers the number of trucks per hour entering the DMS and the type of public access control (if authorized). All-weather access roads into and out of the site will be needed to maintain a seven-day per week operation.
- A **Site Safety Plan** that complies with the Ceres Company Accident Prevention Plan (available on request) and applicable OSHA requirements. Security will also be addressed in the Site Safety Plan.
- A **Fire Prevention Plan** that will follow the provisions of the National Fire Prevention Code and in particular, codes that specifically address woodchip storage. All equipment will have fire extinguishers that meet NFPA No. 10A-1970.
- The **Production Plan** will designate how machinery will be utilized on site and will describe site management/operations and anticipated production rates. Each load received at the site will be inspected prior to off-loading to determine load size and the presence and type of any contaminants. Contaminated loads will be segregated for further sorting and appropriate processing or disposal.



A water truck sprinkling to control dust on an access road.

- **Other plans may include**: Truck Routes and Access; Site Staffing and Assigned Duties; Debris Segregation and Hazardous Waste Handling plans.

DMS Construction Timeline

Each designated Debris Site Manager will commence construction of their respective DMS within 24 hours of notification. DMSs will be fully operational within 48-72 hours of Notice to Proceed. The Project Logistics Manager is responsible for ensuring gravel for access and internal haul roads and dump pads, prefabricated inspection tower kits, erosion control materials such as silt fence, straw bales, coir fiber, and geo-membrane liners for hazardous waste containment areas are available on site within 24 hours of notification. Additionally, portable truck scales may also be requested at the direction of the City.

Demobilization Phase

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for final report to the City which includes lessons learned and results of operations.

2.4.C Documenting and Resolving Damages

Ceres Environmental Services, Inc. will repair any damages caused by equipment or personnel in performance of RFP No. 24-025 Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris Related Services for the City of Tyler. Work areas will be returned to their original condition.

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number will be prominently displayed on all equipment working the clean-up area. Ceres monitors call and e-mail volume, and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

The Call Center keeps a log of incoming calls and e-mails and records the address of reported incidents, resident names, reported complaints, dates and times of reported incidents, and the truck numbers (if applicable).

Ceres then compiles resident communications and organizes them into date/time of receipt and response priorities. Trained account executives sort through messages and identify time-sensitive incidents such as broken water lines, which would receive immediate attention. Each account representative identifies all pertinent information, investigates the reported incident, and ultimately locates the responsible crew if fault is found. Reports will be accessible daily or weekly and can be disbursed to City officials accordingly.

Subcontractors will be given 48 hours to settle their damages. If the sub fails to repair the damage, Ceres will immediately make the repairs and back-charge the respective sub. The sub may also be subject to temporary shutdown of their crews and/or termination of the subcontract.

Ceres uses the following forms to track and resolve damage claims.

Damage and/or Complaint Form

DATE:
JOB NUMBER:

SUBCONTRACTOR: **PHONE:**

CALLER'S NAME: **ADDRESS:** **PHONE:**

DAMAGE OR COMPLAINT:

RESOLUTION:

CERES REPRESENTATIVE:

Sample Claim Resolution Log (Hurricane Irene)

Date	Damage	Photos (Y/N)	Homeowner	Phone #	Address	Zone	Truck/ Crew #	Placard #	Resolution
20-Sep	not complete	No	REDACTED	REDACTED	Farmville Blvd 14th to Line Ave Border between 3A/4A	3A	RT		Border road not completed - need to complete, will be cleared 9-20, cars moved
8-Sep	Broken Sewer Main Pipe Outlet	No	REDACTED	REDACTED	110 N Harding Street	3B	RT		No damage when inspected. Already fixed Signed off by City
13-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	410 E 13th Street	3B	RT		Rake and fixed. Signed off by K Jackson (City)
10-Sep	Mailbox Damage	No	REDACTED	REDACTED	1041 W. Rock Springs	3-B	RT	RT1239 3	Replaced
14-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	2800 Block of Jefferson	3C	RT		Andy explored. Signed off by City
15-Sep	Missed Pile	No	REDACTED	REDACTED	Brownlea Drive (10th to deadend)	3C	RT		Done 2nd pass
15-Sep	Damages	No	REDACTED	REDACTED	2613 Crockett Drive	3C	RT		Landscape & Brickwork Damage: Raked and fixed. Signed off by City
15-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	2303 Deel Place	3C	RT		Raked smooth. Signed off by City
15-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	1013 E Wright	3C	RT		Raked huge ruts, 5 bags topsoil added Signed off by City.
16-Sep	Missed Pile	No	REDACTED	REDACTED	2409 Jefferson Drive	3C	RT		Done 2nd pass
15-Sep	Overhead Low Power Line Damage	No	REDACTED	REDACTED	Per Andy	3C	RT	Papa	Per Andy noted
20-Sep	pile of leaves left	No	REDACTED	REDACTED	Garden Circle Island	3C	RT		Need single unit, dead end
20-Sep	Yard damage	No	REDACTED	REDACTED	102 Graham Street	3C	RT		Reported by Mr. Chinn. Andy site visit 9-20-11, 14 bags topsoil. Signed off by City
20-Sep	Yard damage	No	REDACTED	REDACTED	1104 E Wright	3C	RT		Andy site visit 9-20-11. Raked and repaired. Signed off by City.
16-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	106 Graham Street	3C	RT	RT 1239 1	5 bags of topsoil. Signed off by City
16-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	2815 Jefferson	3C	RT	RT 1239 3	1 bag topsoil. Signed off by City
16-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	2302 Jefferson	3C	RT	RT 1460 6	2 bags of topsoil. Signed off by City
15-Sep	Missed Pile	No	REDACTED	REDACTED	2413 Umstead	3C	RT	RT 1461 0	Done 2nd pass
14-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	2813/2815 Jefferson	3C	RT	RT-3	Per Andy - has photos, 6 bags topsoil Rut fixed. Signed off by City
8-Sep	Missed Pile	No	REDACTED	REDACTED	2102 N Village Dr	4A	RT		Done 2nd pass
6-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	2117 S Village Drive	4A	RT		10 bags dirt, 30 pcs Starter sod and seed Signed off by City
6-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	2119 S Village Drive	4A	RT		6 bags of pit grass seed and starter. Signed off by City
6-Sep	Plant/Bush Pull Damage	Yes	REDACTED	REDACTED	2112 S Village Drive	4A	RT		Chinese Holly - replaced 2 Chinese Holly Signed off by City
6-Sep	Bobcat tore up grass		REDACTED	REDACTED	2112 S Village Drive	4A	RT		Obie site visit 9-7-11. 3 bags of soil. Signed off by City.
6-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	2115 S Village Drive	4A	RT	RT 1460 2	Obie site visit 9-7-11- Council Member - 10 bags of dirt, 30 pcs Starter sod & seed
6-Sep	Ruts/Turf Damage	Yes	REDACTED	REDACTED	401 Arbor Street	4A	RT	RT 1460 4	Bobcat tracks, done. Signed off by City
9-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	502/409/401 Sedgefield Dr	4B	RT	RT 1461 1	4 bags of soil. Signed off by City
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	108 St Andrews	4C	RT		2 bags of soil, starter and seed. Signed off by City
14-Sep	Missed Pile	No	REDACTED	REDACTED	416 Sedgefield	4C	RT		Done 2nd pass
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	110 Greenbriar	4C	RT	RT 1461 0	No damage upon inspection
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	205 Greenbriar	4C	RT	RT 1461 0	2 bags soil, starter and seed. Signed off by City
9-Sep	Left a Mess	No	REDACTED	REDACTED	106 Larion Lane	4C	RT	RT 1461 1	Done 2nd pass
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	409 Sedgefield	4C	RT	RT 1461 1	2 bags soil, starter and seed. Signed off by City.
11-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	500 Sedgefield	4C	RT	RT 1461 1	1 bag topsoil. Signed off by City
13-Sep	Missed Pile	No	REDACTED	REDACTED	102 Brinkley	4E	RT		Done 2nd pass
13-Sep	Missed Pile	No	REDACTED	REDACTED	101 Dogwood Drive	4E	RT	RT 1461 0	Done 2nd pass
13-Sep	Driveway Damage/turf damage	No	REDACTED	REDACTED	412 Kirkland Drive	4E	RT	RT 1461 0	5 bags of topsoil, concrete sealant. Signed off by City
12-Sep	Driveway Damage	No	REDACTED	REDACTED	410 Kirkland Drive	4E	RT	RT 1461 1	5 bags of topsoil, concrete sealant. Signed off by City
14-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	408 Highland Ave	4E	RT	RT 1461 1	Left a hole in yard, 5 bags topsoil. Signed off by City
8-Sep	Ruts/Turf Damage	No	REDACTED	REDACTED	1704 S Elm Street	3C	RT/CE/JB		6 bags topsoil, multi. Ruts fixed. Signed off by City
12-Sep	Missed Pile	No	REDACTED	REDACTED	Entire Elm Street	3C	RT/CE/JB		Done 2nd pass
12-Sep	Missed Pile	No	REDACTED	REDACTED	2102 N Village Dr	4A	RT/CE/JB		Done 2nd pass

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to me/us at this time of the sum of _____Dollars ($_____), the receipt of which is hereby acknowledged, I/we, being of lawful age, do hereby release, acquit and forever discharge Ceres Environmental Services, Inc., its owners, officers, employees, affiliates, and all other persons, firms and corporations who might be liable of and from any and all actions, causes of action, claims, and demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown personal injuries and property damage resulting or to result from accident that occurred on or about the ____day of_____20___, at or near:

_____

_____

_____.

I/we hereby declare and represent that the injuries or damages sustained are permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release and agreement it is understood and agreed that I/we rely wholly upon my/our own judgment, belief and knowledge of the nature, extent and duration of said injuries or damages, and that I/we have not been influenced to any extent whatever in making this release by any representations or statements regarding said injuries or damages, or regarding other matters, made by persons, firms or corporations who are hereby released, or by any person or persons representing him or them, or by any physician or surgeon by him or them employed.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of Ceres Environmental Services, Inc., its owners, officers, employees, affiliates, and all other persons, firms and corporations that may or may not be involved in this disputed claim, by whom liability is expressly denied.

I/we further agree that this release shall not be pleaded by me/us as a bar to any claim or suit.

This release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this release are contractual and not a mere recital.

I/we further state that I/we have carefully read the foregoing release and know the contents thereof, and I/we sign the same as my/our own free act.

IN WITNESS WHEREOF, the undersigned set their hands and seals.

_____ Date: _____
Claimant Name

_____ Date: _____
Ceres Environmental Services, Inc.

2.4.D Invoicing and Data Management

From experience on over 330 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to the successful completion of a project and full FEMA reimbursement. This careful attention to FEMA rules, regulations and policies, compliant documentation and strict internal quality control procedures serves to protect the City of Tyler's FEMA reimbursement and future budgets. **Throughout Ceres' history, no client has been denied reimbursement for eligible work Ceres has performed.** Refer to **Section 1.3, FEMA Reimbursement Experience.**

Ceres continuously reviews updated guidance from the Texas Department of Emergency Management (TDEM) and FEMA to ensure operations are always in compliance with relevant rules, regulations, and guidelines. Ceres maintains long-standing relationships with TDEM, including representatives from each TDEM regions, and FEMA to receive and understand guidance while also providing valuable feedback. We've trained clients and even presented this guidance to APWA Texas Chapter back in 2020. Since the adoption of HB5, HB7, SB6 and SB7 in 2019, Cere has conducted multiple large-scale debris removal projects resulting in full compliance and full funding for each client. From management to field staff, Ceres understands the state requirements to successfully complete debris removal projects.

Additionally, with Ceres expansive operations across the United States, Ceres oftentimes educates clients and states on how other FEMA regions are interpreting guidance. This has become invaluable in expanding federal funding opportunities for local and state governments. For example, Ceres performed a project in Colorado that required hazardous tree removal on USFS property that could impact County ROW. FEMA Region 8 made this work eligible for Public Assistance. Theye next year New Mexico DOT was experiencing a similar situation, but FEMA Region 6 was denying the assistance. Ceres provided the Disaster Specific Guidance (DSG) from Region 8 to New Mexico DOT and constructed an argument that in turn made this work eligible.

Documentation – Field Operations

Ceres has its own forms for truck certification, load tickets, force account labor and equipment, man-hours, and equipment supplied. Ceres is pleased to provide these, and any other forms needed for the City.

Ceres often provides these forms to clients during disaster response projects. For example, Ceres performed debris removal for Indian River County following back-to-back hurricanes Matthew and Irma in 2016 and 2017. Since the County performed its own monitoring, Ceres brought its own truck certifications, load tickets, and other required forms for the County monitors' use. During project closeout, Ceres scanned all truck certification and load tickets and provided back to the County for recordkeeping. Lastly, Ceres has transitioned its time and materials logs for emergency debris clearance to mirror an ICS Form 214 more closely. This is the standard ICS form used in emergency management to log activities performed by various ESFs. By mirroring this form in our own activities, Ceres can more seamlessly assimilate into City of Tyler's emergency response functions and quicken PW development and cost tracking.

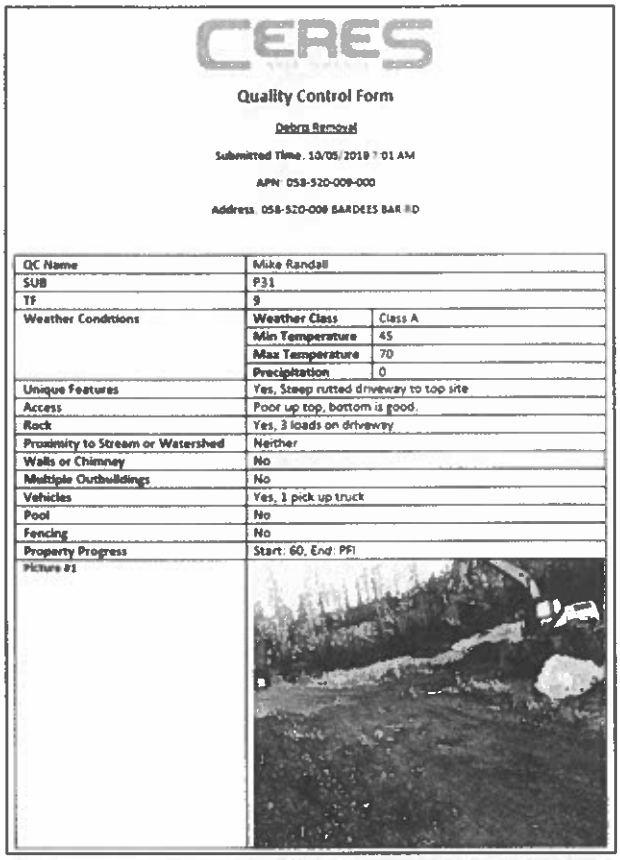
In addition to its proprietary forms, Ceres is also familiar with the sample forms included in the 2021 version of the Public Assistance Debris Monitoring Guide and the guidance provided by the Public Assistance Program and Policy Guide (**PAPPG** v4). These FEMA publications provide guidelines for debris management from preparation to concluding response and offer multiple sample forms for use during monitoring, including load tickets and truck certifications.

Ceres is also intimately familiar with PAPPG, Title 2 of the Code of Federal Regulations (CFR) Part 200 Procurement Standards, the Procurement Disaster Assistance Team Field Manual (2019 version) and other pertinent FEMA policy guides, fact sheets, and disaster specific guidance. Ceres maintains this information in a central repository to quickly compare policy guide revisions and distribute it to clients. When FEMA transitioned from 44 C.F.R. 13.36 to 2 C.F.R. 200, Ceres and its attorney wrote a crosswalk article highlighting the changes from one set of regulations to the other (The Construction Lawyer, Volume 36, Number 4, Fall 2016, Emergency Contracting: Avoiding a Disaster After the Disaster). In short, Ceres has access to and understands the various rules, regulations and policies required to meet FEMA reimbursement guidelines.

Ceres has recently expanded its field operations reporting with the latest ESRI GIS software suite, ArcGIS 10.7TM. Ceres can create sector, zone and subzone maps to augment completion of PDA Forms, provide

better estimates of debris quantities/types, track the progress of debris collection operations and help closeout zones/subzones. In totality, ArcGIS helps create a common operating picture between Ceres, its various department and the City. ArcGIS has become an integral part of Ceres overall operations and is developing a common operating picture within Ceres and among our partners.

To highlight the importance of ArcGIS, Ceres recently implemented the software suite during Ceres' completion of CalRecycle's Camp Fire debris removal project, as well as for ongoing operations in Abaco, Bahamas from Hurricane Dorian. Ceres can tailor forms and reports with each project to capture required information and help create an administrative record to protect the City FEMA reimbursement. A screenshot of a sample report is provided on the right; complete copies are available upon request.



CERES

Quality Control Form

Debris Removal

Submitted Time: 10/05/2019 7:01 AM

APN: 058-520-009-000

Address: 058-520-006 BARDEES BAR RD

QC Name	Mike Randall	
SUB	P31	
TF	9	
Weather Conditions	Weather Class	Class A
	Min Temperature	45
	Max Temperature	70
	Precipitation	0
Unique Features	Yes, Steep rutted driveway to top site	
Access	Poor up top, bottom is good.	
Rock	Yes, 3 loads on driveway	
Proximity to Stream or Watershed	Neither	
Walls or Chimney	No	
Multiple Outbuildings	No	
Vehicles	Yes, 1 pick up truck	
Pool	No	
Fencing	No	
Property Progress	Start: 60, End: PFI	
Picture #1		

Documentation – Administrative

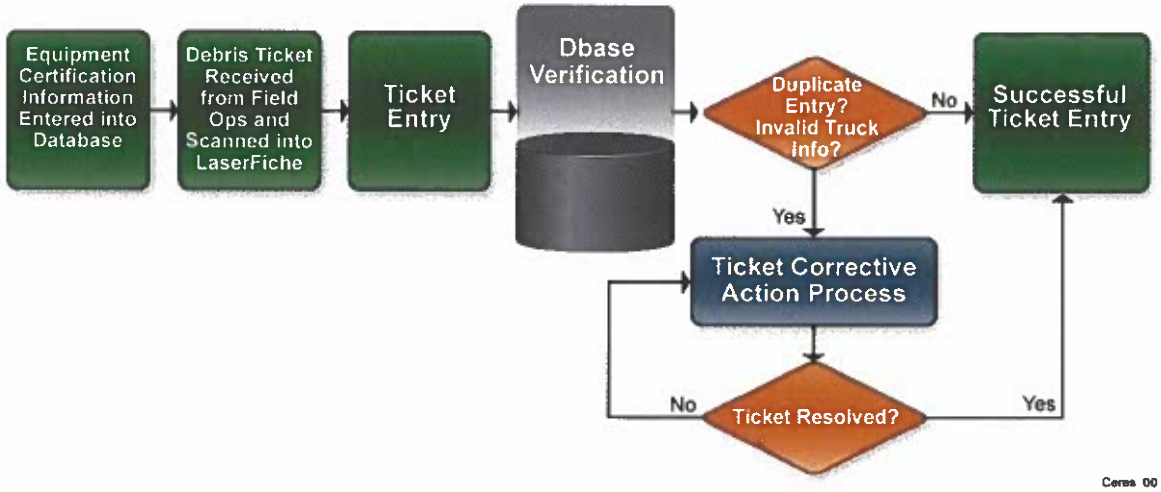
Tickets and Truck Certification Forms are the foundation of the major expenses on most projects. Tickets are designed in several versions depending on what information is required. Tickets may track debris by cubic yard, tons, each, or load. The debris stream may also influence the ticket form that is selected for any particular project phase. Truck Certification forms are also critical documentation that must be accurately and carefully recorded. These forms are carefully structured to ensure that all necessary information, as required by FEMA, is recorded. FEMA requires signed truck certification forms for every vehicle hauling on the project and a signed dump ticket for every load. Ceres supplies these 5-part carbonless forms if the City wishes.

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all of the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to ensure that data integrity is maintained.

Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area. The scanned information is then retrieved by our data entry staff and entered into the appropriate project database under normal office conditions. Database rules require that first the truck owner (Ceres or one of its subcontractors) and then the individual truck be established in the database before the system will accept any load ticket information for that truck

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. The Ceres "Data Entry/Accounting Procedures" manual is used to provide guidance to our data entry personnel, so all data is entered in a consistent manner to ensure data integrity. This extra planning makes the implementation of a project easier and faster. Additionally, the use of advanced communication technologies, such as wireless and satellite internet connections; cell phones with voice,

data and text; and electronic imaging of paper documents, allow Ceres to simultaneously manage multiple projects, in multiple states. All reimbursable activities under a particular contract, for example, stump removal, operation of hourly rate equipment, and personnel hours, are recorded by our operations staff.



This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

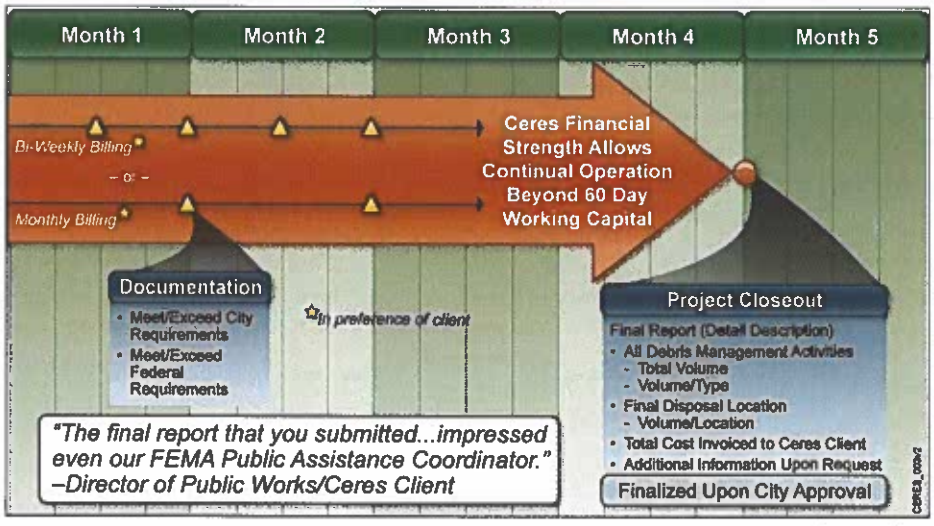
At any time, Ceres' image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.

Ceres audits the database for inconsistencies, data entry error and data integrity daily. This ensures that records of all potentially reimbursable activities are acceptable and auditable by FEMA.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice work performed to the Client, to pay subcontractors, and to provide management/field operations with production reports. This information is readily shared in a variety of formats.

Invoicing

Ceres can invoice the City on a weekly, bi-weekly or monthly basis and in any format the client or a client's representative requires. Each invoice is submitted with appropriate documentation relating to the services provided. Documentation shall meet or exceed City and federal requirements for funding and reimbursement purposes. Ceres will



Invoices are generated as contractually agreed with all necessary supporting documentation. Project closeout is expedited by automated controls on truck identification, load sizes and ticket number validity.

provide technical assistance to the City in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the City throughout the invoicing and reimbursement process long after the work has been completed. Ceres' financial strength enables Ceres to operate within the working capital requirement of the contract.

Internal Audit
Ceres regularly conducts internal audits of the debris data to ensure foul play is not occurring on the project. For example, a Project Accountant will run reports on the average load calls, number of hauls per day, and total cubic yards hauled per day. That information is then compared for every truck to determine if someone falls outside the expected range. If a truck is below or above the expected range, the Project Manager or QC team will review the work of the individual truck and generate a report to document the discrepancy. Additionally, our GIS team may map all the collection locations across the City. One area seems to have tens of loads originating from the same or close by location. Similarly, the Project Manager or QC team will review the work and generate a report to document the discrepancy.

Monitoring Consultants
Many of Ceres' clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency and pre-event planning, direct communications with the City, incorporation of City forms and FEMA forms, post-event construction management, funding, and grants management. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the monitoring companies. We do strongly recommend that the City verify that the proposed monitoring firm is not de-listed by the federal government on the "Excluded Parties List System" at www.epls.gov.

Ceres maintains extensive experience working with almost every debris monitoring firm in the industry today. Given the countless projects with each debris monitoring firm, Ceres understands the ins and outs of each firm's response and recovery structure, their respective automated debris management system (ADMS) and their respective invoicing procedures to ensure compliant documentation and payment recommendations. This seamless integration happens at the field level with truck certifications, monitor dispatches, zone assignments, zone closeouts and the administrative level with contracts/pricing schedule during project kick off, final disposal permits/documentation, ADMS login/downloads, and invoice reconciliation. Each day, Ceres' accounting staff imports the monitor's ADMS data by mapping the Excel spreadsheet and uploading it to Ceres database. Ceres' accounting staff then reconciles the previous day's data, identifies inconsistencies, and communicates those inconsistencies back to the monitoring firm to help ensure data integrity used in reports and invoices. Much of these elements happen outside the purview of the City, but because of the experience with each debris monitoring firm, Ceres can anticipate your needs and proactively help fill out Tyler's contract record for FEMA reimbursement.

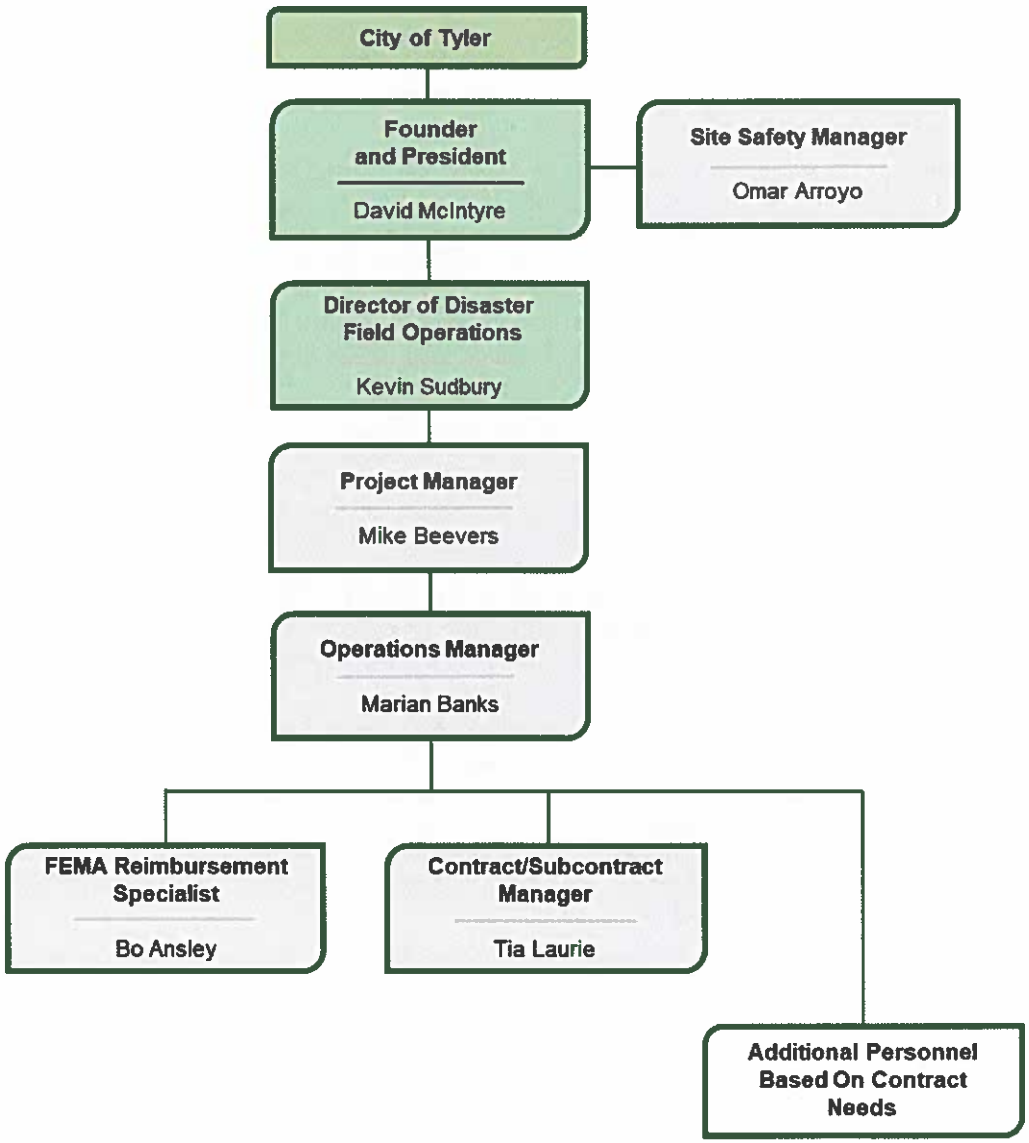
Production Reporting

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned, other forms include truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. From this information, Ceres can provide daily, weekly, monthly and quarterly reports as requested by the client. A few reports generated for clients in the past 5 years include Diversity Plan Monthly Status Reports, Paid Summary Reports, and Utilization and Data Monthly Reports. Ceres strong and accurate field administration feeds the production reporting developed and submitted by the accounting staff.

2.5 Personnel

Ceres Environmental Services, Inc. has over 200 employees, many of whom are professional staff. Our staff hold degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

For the City of Tyler, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following core team will be assigned to Tyler for the life of the contract. Additional personnel will be assigned based on the size and severity of an event affecting Tyler. The **contact person** between Ceres and the City of Tyler is Tia Laurie, Corporate Secretary and Contract/Subcontract Manager. Ms. Laurie may be reached via phone at (800) 218-4424 or via email at contact@ceresenv.com.



Mr. David McIntyre is the **Founder and President** of Ceres Environmental Services Inc. Mr. McIntyre created the company in 1976 and has personally managed or supervised over 300 FEMA-reimbursed contracts, the majority of which were disaster debris-related projects. He has performed superbly in hiring, training, and supervising an excellent team of personnel, resulting in Ceres' extensive list of satisfied customers. Mr. McIntyre's history includes his on-the-ground, on-site management of debris contracts during Ceres' large-scale response to several major disasters. The disaster debris projects include major projects for the USACE, including Ceres' 2018 ACI SAD Contract activation in the State of Georgia following Hurricane Michael; USACE work in response to the Northern California Wildfires in 2018; Alabama 2011 tornadoes response; 2008 Hurricane Ike USACE ACI response; 2005 Hurricane Katrina USACE and local jurisdiction debris management projects; and the Hurricane Georges USACE response in 1998. Mr. McIntyre has been Project Manager of many of the debris projects for Ceres and has been Operations Manager of many of them as outlined below. He has also presided over the performance of over 95 additional contracts with branches of the U.S. federal government regarding demolition, grinding, abatement, clearing, and other work. These government branches include the U.S. Army Corps of Engineers; U.S. Navy, Army, and Air Force; U.S. Department of the Interior; and the U.S. Department of Agriculture.

Mr. Omar Arroyo is the **Safety Manager** assigned to the City. Mr. Arroyo has more than 22 years of professional experience in safety management. He has worked in various fields including debris management, civil construction, new construction, and oil, dealing with all aspects of Environmental Health and Safety Management and Training.

Mr. Kevin Sudbury is Ceres **Director of Disaster Field Operations**. Mr. Sudbury has a 25-year career that includes a far-reaching understanding of operations and finance as well as cross-functional experience in planning, project management, business administration, public speaking, and client support. He thrives in fast-paced, high-pressure environments. He has a reputation for applying advanced problem-solving techniques that lead to the restoration of smooth-flowing procedures and systems, turning around failing projects and developing innovative solutions to any challenge. Mr. Sudbury possesses a demonstrated capability to analyze and translate complex customer requirements, plan for as well as execute simultaneous projects. He is an articulate communicator who can fluently speak the languages of both people and industry-specific terminology, blending technical expertise with exceptional interpersonal skills to reach the desired outcome. These skills ensure project engagement and cohesion across diverse groups of staff, management, and clients.

Mr. Mike Beevers is the **Project Manager** assigned to the City of Tyler. Mr. Beevers, **a resident of Tyler**, has been in environmental services for almost 20 years, starting in earthwork and contracting and moving to disaster response and mobile recycling. He has experience managing employees along with hiring, scheduling, and managing subcontractors for large projects. Mr. Beevers has expertise in responding to various types of disasters, including hurricanes, ice storms, tornadoes, floods, and fires. During Hurricane Ian, Mr. Beevers was the Operations Manager for debris removal in five Florida jurisdictions, including 2 projects that had over 2 million cubic yards of debris each.

Mr. Marian Banks is the **Operations Manager** assigned to the City. Mr. Banks has over 5 years' experience in disaster debris management, all with Ceres. He has experience managing large, complicated projects including fires, winter storms, tornados, and hurricanes. His responsibilities include but are not limited to maintaining contract schedules, dispatching subcontractors, and liaising with clients and monitoring agencies. Prior to working at Ceres, Mr. Banks was a reliable police officer dedicated to saving lives, increasing community safety, and decreasing crime rates for more than 18 years. He proudly served in Desert Storm, Gulf War, and Operations Iraqi Freedom.

Mr. Hubert Russell (Bo) Ansley will be the **FEMA Reimbursement Specialist** assigned to Tyler. Mr. Ansley worked with the U.S. Army Corps of Engineers (USACE) for 33 years. His experience includes Emergency Management; Technical Support to FEMA applicants, and sub-applicants to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing documentation for FEMA reimbursement; training sessions with clients; and development of new documentation systems. His experience runs deep both with Ceres and the US Army Corps of Engineers (USACE), where he served as a technical liaison to FEMA for Emergency Support

Function 3 (ESF3) – Public Works and Engineering, and a Senior Level Debris Removal Subject Matter Expert (SME).

Ms. Tia Laurie, a West Point graduate, is our **Contract/Subcontractor Manager.** She is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. Ms. Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. She is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie will be immediately available to locate and check the credentials of all required subcontractors and to pre-stage necessary equipment, ensuring that City of Tyler efforts are well under way.

See the table below for the experience of the key personnel selected for the City of Tyler.

KEY PERSONNEL		
David McIntyre	Founder and President	48 years of disaster response including performance of 316 FEMA funded disaster recovery projects totaling $2.6B
Omar Arroyo	Safety Manager	22 years of experience, 6 years in disaster response.
Kevin Sudbury	Director of Disaster Field Operations	18 years of disaster recovery project management experience and six of those years are with Ceres.
Mike Beevers	Project Manager	11 years of disaster recovery project management experience and all eleven of those years are with Ceres.
Marian Banks	Operations Manager	5 years of experience in disaster response, all five of those years are with Ceres.
Bo Ansley	FEMA Reimbursement Specialist	33 years of experience in disaster and FEMA regulation and reimbursement.
Tia Laurie	Corporate Secretary	15 years of experience in disaster response and administrative oversight

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321.

For more extensive information on the qualifications of Ceres project management team, please see their resumes within this proposal. Resumes of the additional key personnel that will be made available depending on the size and severity of the event are available upon request.

If for any reason key personnel named in this proposal are not available for a City of Tyler event, or are not acceptable to the City, personnel with equivalent or better backgrounds and skills will be made available and will be presented for approval.

Resumes

David A. McIntyre, Founder and President

David McIntyre is the founder and sole shareholder of Ceres Environmental Services, Inc. and affiliated companies. He created the company in 1976 and has personally managed or supervised over 300 FEMA-reimbursed contracts, including over 250 disaster debris-related projects. He has performed superbly in hiring, training, and supervising an excellent team of personnel, resulting in Ceres' extensive list of satisfied customers. Mr. McIntyre's history includes his on-the-ground, on-site management of debris contracts during Ceres' large-scale response to several major disasters. The disaster debris projects include major projects for the USACE, including Ceres' 2018 ACI SAD Contract activation in the State of Georgia following Hurricane Michael; USACE work in response to the Northern California Wildfires in 2018; Alabama 2011 tornadoes response; 2008 Hurricane Ike USACE ACI response; 2005 Hurricane Katrina USACE and local jurisdiction debris management projects; and the Hurricane Georges USACE response in 1998.

Mr. McIntyre has been the Project and Operations Manager for many of the projects outlined below. He has also presided over the performance of over 95 additional contracts with branches of the U.S. federal government regarding demolition, grinding, abatement, clearing, and other work. These government branches include the U.S. Army Corps of Engineers; U.S. Navy, Army, and Air Force; U.S. Department of the Interior; and the U.S. Department of Agriculture.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Management oversight for debris removal in Florida and Georgia following a Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **California Floods 2023.** Management oversight for flood debris removal services in Tulare County, CA and Merced, CA. 54,645 cubic yards of debris have been removed.
- **Texas Winter Storm Mara 2023.** Management oversight for debris removal in two Texas jurisdictions following a winter storm. 330,846 cubic yards of debris were removed.
- **State of Vermont Summer Flood 2023.** Management oversight for 5920 tons of debris removal in (sixteen) 16 jurisdictions across the State of Vermont
- **Hurricanes Ian and Nicole 2022.** Management oversight for 27 contract activations in Florida. Two of these projects surpassed 2 million cubic yards of debris each.
- **Hurricane Ida 2021.** Management oversight for debris removal in 14 Louisiana jurisdictions.
- **Oregon Wildfire Recovery 2020-2022.** Management Oversight for Oregon Department of Transportation providing Hazard Tree Removal Services for Operational Branch 1: Archie Creek Fire, Douglas County, Operational Branch 5: Thielson Fire, Douglas County and Operational Branch 6: Two Four Two Fire, Klamath County. 22,311 trees were removed.
- **Oklahoma Ice Storm 2020.** Management oversight for debris removal in 5 cities following an ice storm. Over 200,000 cubic yards of debris were removed.
- **Hurricanes Laura, Hanna, Sally, Delta, and Zeta 2020.** Provided management oversight for 13 individual contract activations across Louisiana, Texas, and Florida.
- **Linn County, IA Derecho 2020.** Management oversight for removal, reduction, and disposal of 681,998 cubic yards of derecho generated debris.
- **California Wildfires – Camp Fire, Butte County 2020 – 2021.** Project Manager for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017.
- **Hamilton County, TN Tornado 2020.** Provided management oversight for removal and disposal of tornado generated debris in Hamilton County. Over 409,500 cubic yards of debris were removed.
- **Jones County, MS Tornado 2020.** Provided management oversight for removal and disposal of over 240,000 cubic yards of tornado generated debris in Jones County.
- **California Wildfires – Camp Fire, Butte County 2019.** Project Manager for the CalRecycle clean-up project for hauling and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2019, which is the largest debris mission in California in more than 100 years. 768,558 tons of debris were removed.
- **Northern California Wildfire Debris Removal 2018.** Provided management oversight for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricane Michael USACE Response 2019.** Project Manager/Operations Manager for work in 13 Georgia Counties.

- **Hurricanes Michael and Florence 2018 – 2019.** Provided management oversight for 13 individual contract activations in jurisdictions across North Carolina, South Carolina, Florida and Georgia
- **Hurricanes Irma and Harvey 2017.** Provided management oversight for more than 45 disaster recovery projects in Florida and Texas.
- **Southeast Tornadoes 2017**. Provided management oversight for disaster recovery projects in Georgia and Louisiana following early tornadoes.
- **Hurricanes Hermine and Matthew 2016**. Provided management oversight for over 20 individual projects following Hurricane Hermine in September and Hurricane Matthew in October.
- **Louisiana Flooding 2016**. Provided management oversight for Ceres response to Louisiana floods in August following heavy rains.
- **Oklahoma Storms 2015**. Provided management oversight to Ceres response to Winter Storms Cara and Goliath. Ceres responded to six different jurisdictions in Oklahoma.
- **Livingston Parish Waterway Cleanup 2015**. Management oversight for Ceres response during the removal of vegetative, C&D and white goods debris removal in Louisiana.
- **Alabama Tornadoes 2014**. Management oversight for Ceres response in several Alabama cities damaged by May tornadoes. Ceres provided removal and disposal services for eligible debris.
- **Winter Storm Pax 2014**. Management oversight for Ceres response in Georgia and North Carolina. Ceres provided removal and disposal of storm-related debris in both states.
- **Winter Storm 2013**. Management oversight for early winter storm in October 2013. Ceres provided removal and disposal of disaster-related vegetative debris in South Dakota.
- **Upper Midwest Ice Storm 2013**. Management oversight for Ceres' response to spring ice storms in South Dakota and Minnesota, including work in rights of way, parks and waterways.
- **Hurricane Sandy 2012-2013**. Management oversight for Ceres response in New York and New Jersey. Ceres performed multiple projects in New York and New Jersey.
- **Hurricane Isaac 2012.** Management oversight of five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Provided management oversight for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **North Dakota Flooding 2011.** Provided management oversight for emergency levee removal and repair projects after historic flooding in spring of 2011 near Minot, North Dakota. Ceres removed emergency levees and repaired damage to existing levees.
- **Hurricane Irene 2011**. Provided management oversight for response to Hurricane Irene's impact on the Atlantic coast. Ceres managed 120,000 CY of debris in two locations.
- **Alabama Tornadoes 2011.** Provided management oversight for response to record-setting tornadoes that hit the Southeast. Presided over four contracts in Alabama, including management of over 1 million CY of debris in Jefferson County.
- **New Zealand Earthquake 2011**. Oversight of response to Christchurch earthquake. Established a New Zealand branch office of Ceres to work in conjunction with the Canterbury Earthquake Recovery Authority (CERA) to provide extensive disaster response services including debris management, design-build seismic stabilization, demolition/deconstruction/implosion services and large-scale materials recycling operations. Working as a capital partner, developer and construction manager in the country to help salvage and repair damaged buildings.
- **Haiti 2010-2013**. Oversight of response to the devastating earthquake that hit Haiti in January 2010. Provided management oversight of a survey contract for the International Office on Migration, an $11M landfill management and debris reduction site contract for the Haitian Ministry of Public Works and Communications (MTPTC) and The World Bank, environmental remediation projects for World Vision and new construction in the country.
- **Hurricane Ike 2008**. Presided over debris collection, transportation, and disposal on 11 different contract locations in Texas and Louisiana
- **Hurricane Gustav 2008.** Oversight of collection, transportation, processing, and disposal of over 1.9 million cubic yards of debris; Trimming and removal of hazardous trees in Louisiana
- **Hurricane Dolly 2008.** Provided oversight and management guidance in debris collection, transportation, recycling, and disposal in Texas
- **Hurricane Wilma & Rita 2005.** Directed debris collection, transportation, and disposal, Emergency temporary roofing installation in Florida

- **Hurricane Katrina 2005.** Lead Project Manager for collection, transportation, processing, and disposal of over 13 million cubic yards of debris; Trimming and removal of over 165,000 hazardous trees; Asbestos abatement and demolition of 916 buildings; Decontamination and disposal of over 315,000 white goods in 11 Louisiana Parishes; Emergency temporary roofing installation of over 21,000 buildings in 32 Mississippi counties
- **Hurricane Ivan 2004**. Project Manager in collection, transportation, and disposal of over 680,000 cubic yards of debris including the processing of over 505,000 cubic yards of debris in Florida
- **Hurricane Jeanne & Frances 2004.** Managed the collection, transportation, and disposal of over 404,000 cubic yards of debris in 13 Florida counties
- **Hurricane Charley 2004.** Directed Debris collection, transportation, and disposal; Emergency temporary roofing installation in 4 Florida counties
- **Hurricane Isabel 2003.** Project Management to debris removal and disposal in Virginia
- **Hurricane Floyd 1999.** Lead Project Manager to debris removal and disposal in North Carolina
- **Oklahoma City Tornadoes 1999.** Lead project manager for USACE contract providing debris removal, managing multiple debris sites, and demolishing damaged residential structures.
- **Hurricane Georges 1998.** Presided over collection and disposal of over 2.3 million cubic yards of debris; Management of 17 TDSR sites; Emergency temporary roofing installation on over 3,000 buildings in Puerto Rico.
- **Hurricane Fran 1996.** Project management for USACE contract providing debris removal, reduction and site management.
- **Hurricane Andrew 1992.** Lead Project Manager to debris collection, transportation, and disposal; Provided USACE with 25 new chippers/grinders with 48 hours in Florida

EDUCATION/CERTIFICATIONS

- Graduate coursework in Physics, Chemistry, and Mathematics from the University of Minnesota Institute of Technology and University of Minnesota
- Licensed Florida General Contractor
- Recognized as a Patriotic Employer by the Office of the Secretary of Defense

Omar Arroyo, Safety Manager

Mr. Arroyo has more than 22 years of professional experience in safety management. He has worked in various fields including debris management, civil construction, new construction, and oil, dealing with all aspects of Environmental Health and Safety Management and Training.

PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services 2017 – Present.**
  - Safety and Health Officer for NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery in 2022-2023
  - Safety and Health Officer for Taylor County, FDOT following Hurricane Idalia. Over 1,703,000 cubic yards of debris have been removed.
  - Safety and Health Officer for the Luma Vegetation Clearing Service Contract in 2022 and 2023 in Puerto Rico.
  - Safety Officer for Wildfire recovery for the Oregon Department of Transportation in 2020-2022. 22,311 trees were removed.
  - Safety Officer for the Wildfire clean up and logging operations for California, Colorado, and Oregon.
  - Safety and Health Officer. Vegetative, construction and demolition, and metal debris removal from local municipality Rights-of-Way (ROW) and other eligible public property in the U.S Virgin Islands for the USACE ACI project following Hurricanes Irma and Maria. Work also included site preparation, debris reduction - chipping/mulching/grinding, and debris disposal.
- **PES Performance Energy Services 2015-2016.** HHSE Site Safety Supervisor in Beaumont, Texas conducting daily equipment inspections, confine space audits, air sampling for confined space, confined space rescue procedures, daily mass safety toolbox meetings, Air Liquide safety and production meetings, safety record keeping, first aid, incident investigations, daily safety audits, inspection and control of safety equipment, fire watch training, confine space training, lockout/tag-out training and new hire orientations.
- **Saxon Constructions PES 2015.** HSSE Site Safety Manager for Williams Station 520 Pipeline project in Jersey Shore, Pennsylvania and Devon/E-Link Terminal project in Cuero, Texas. Responsible for daily audits of work being performed, daily field equipment inspections, equipment training, PRE-TASK ANALYSIS (PTA) audit and training, held the daily all employee's safety meeting, met with the client HSSE for any concerns and correction, job specific overview, employee orientation, incident reporting, near miss reporting, record keeping, and continue to strive for a zero incident and accident-free workplace for all employees.
- **Titan 360 Industrial Services 2014-2015.** HSSE Site Safety Manager coordinating a project at Trunk line in Lake Charles, Louisiana overseeing 85 employees. My duty and responsibility was to conduct daily safety meetings within the company and the client, daily safety audits on employee behavior, permits, and company (JSA), daily equipment inspection, record keeping, first aid case management, attend and participate in client turnaround safety progress, monitor and conduct SCBA breathing air equipment inspection and proper function prior to job task, and incident reporting/investigation.
- **Total Safety 2014.** HSSE in Busan, Korea working as a third-party safety representative for Nobel and Shell at a shipyard reconstructing the Nobel Discoverer ship oil driller. Duties and responsibilities were to be part of the Shell and Nobel safety HSE team to contribute as a third-party safety representative in the daily work activities such as safety daily audits and inspections on hot work activities, confine space, permit and JSA audits, evacuation drills. Conducted safety meetings, record keeping, and daily inspection on equipment, tools, and safety equipment.
- **KBR Kellogg Brown & Root 2012-2013.** HSSE Site Safety Manager. Conducted safety audits and meetings, performed daily equipment and apparatus inspections, first aid case management and related record-keeping.
- **BP 2010-2012 HSSE Site Safety Turnaround Manager.** Managed and oversaw safety field turnaround for several units. Conducted weekly mass safety meetings, daily audits, and inspections, reporting for near miss and first aid, and performed relevant recordkeeping.
- **STARCON International, Inc. 2001-2010 HSE Safety Supervisor.** Performed daily audits and inspections, permit training, oil rig basket training, SCBA training and fire watch training. Maintained

company and refinery compliance and recordkeeping, supervising various units for turnaround work and implementing company site standards. Performed unit orientations for new hired team members for the turnaround, equipment inspection and purchasing, daily toolbox team safety meetings. Conducted daily permit and JHA audits for compliance, JHA training, recordkeeping, and conducted near miss and incident investigations.

EDUCATION/CERTIFICATIONS

- San Jacinto College Central Campus Two Years, Courses Studied:
  - EPCT- Introduction to Environmental/Health
  - EPCT- Principals of Industrial Hygiene
  - OSHT- Safety Program Management
  - OSHT- Physical Hazards Control
  - OSHT- Accident Prevention, Inspection, and Investigation
  - OSHT- OSHA Regulation General Industry
- College of the Mainland (Conducting Safety Audits)
- OSHA 30 Hour Construction
- OSHA 500
- OSHA 502
- BASIC Arborist Training Certification
- Construction Site Safety Technician CSST Certification
- Construction Site Safety Technology CSST Certification
- Construction Site Field Safety CSST Certification
- Construction Site Safety Supervisor CSST Certification
- Industrial Toxicology Certification
- GHS and OSHA Hazardous Communications Certificate
- Introduction to Safety Accountability-OSHA Academy
- Emergency Action and Fire Prevention-OSHA Academy
- Conducting a Job Hazard Analysis (JHA)- OSHA Academy
- Personal Protective Equipment-OSHA Academy
- Introduction to Safety Recognition- OSHA Academy
- Introduction to OSHA-OSHA Academy
- Introduction to Hazard Control- OSHA Academy
- Electrical Safety for Employees- OSHA Academy
- Introduction to Safety Training- OSHA Academy
- Personal Protective Equipment- OSHA Academy
- Introduction to Safety Supervision- OSHA Academy
- Hazard Communication- OSHA Academy
- Effective Accident Investigation- OSHA Academy
- Introduction to Safety Leadership- OSHA Academy
- Walking-Working Surfaces and Fall Protection-OSHA Academy
- Introduction to Job Hazard Analysis- OSHA Academy
- Supervisor 201 Training-LEAD Leadership, Excellence, and Development-Houston Area Safety Council
- EM 385-1-1 8 Hour Awareness- US Army Core of Engineers
- First Aid-CPR-AED Certification 1377463
- American Red Cross (CPR-Adult)
- AMERICAN Red Cross (Standard First Aid)
- TWIC Transportation Worker Identification Credential
- Houston Area Safety Council (Basic Plus)
- Baytown, TX Safety Council
- HAZWHOPER, OSHA 30 FR, OSHA 500,

Kevin Sudbury, Director of Disaster Field Operations

Kevin Sudbury has a 25-year career that includes a far-reaching understanding of operations and finance as well as cross-functional experience in planning, project management, business administration, public speaking, and client support. He thrives in fast-paced, high-pressure environments. Mr. Sudbury has a reputation for applying advanced problem-solving techniques that lead to the restoration of smooth-flowing procedures and systems, turning around failing projects and developing innovative solutions to any challenge. He possesses demonstrated capability to analyze and translate complex customer requirements, plan for as well as execute simultaneous projects. Mr. Sudbury is an articulate communicator who can fluently speak the languages of both people and industry-specific terminology, blending technical expertise with exceptional interpersonal skills to reach the desired outcome. These skills ensure project engagement and cohesion across diverse groups of staff, management, and clients.

PROFESSIONAL EXPERIENCE

- **Rockdale County, GA April 2024.** Project Oversight for collection, removal, reduction, and disposal of debris following an EF-2 Tornado.
- **Hurricane Idalia 2023.** Project Manager. Responsible for the management of Hurricane Idalia generated debris in Glynn County, GA. 25,440 cubic yards of debris were removed.
- **Red Tide Cleanup 2023**. Project Manager. Responsible for managing all aspects of Red Tide Cleanup in Sarasota, FL.
- **State of Vermont Summer Flood 2023.** State Manager. Responsible for managing sixteen (16) debris removal projects across the State. Services included ROW C&D debris haul in, ROW vegetation debris haul in, site restoration and hazardous materials handling. Localities served include cities, towns and villages. 5920 tons of debris were removed.
- **Central Texas Winter Storm Mara Debris 2023.** Area Manager. Responsible for managing four (4) debris removal projects across two (2) counties. Services provided to clients included ROW debris haul in, park facilities clean-up, reduction, debris haul-out, and site restoration. Clients served include cities, counties, and municipal utility districts. 330,846 cubic yards of debris were removed.
- **West Central Florida Hurricane Ian Debris 2022.** Area Manager. Responsible for managing eleven (11) debris removal projects across five (5) counties. Services provided to clients included cut/push, ROW debris haul in, specialized debris removal, reduction, debris haul-out, site restoration, street sweeping, and catch basin cleanout. Clients served include cities, counties and FDOT.
- **Terrebonne Parish School District, LA Hurricane Ida Debris 2022.** Project Manager. Responsible for managing all aspects of debris removal across forty-five (45) facilities heavily impacted by Hurricane Ida. Developed a specialized operations plan that accounted for working on active campuses to protect all children, staff, visitors, and facilities.
- **City of Covington, LA Hurricane Ida 2021.** Project Manager. Responsible for all recovery components including push, debris collection and final disposal. Started push on Day 1 after the event and completed it in less than 4 days which was the quickest completion of a significantly impacted City on the North Shore. According to the electric company this allowed them to refocus assets from other areas to Covington resulting in the restoration of 84% of the City's grid in 6 days. Debris collection and disposal was completed ahead of the projected schedule.
- **Sabine River Authority, LA Hurricane Laura/Delta Debris 2021.** Project Manager. Responsible for managing all aspects of debris removal along forty (40) miles of canal including eighty (80) miles of levee and over thirty-five (35) entrance ways/ramps in ninety-two (92) working days. Debris streams included vegetative, C&D and leaners/hangers.
- **Vermilion Parish, LA Hurricane Delta Debris 2020.** Project Superintendent. Responsible for managing all aspects of debris removal across a 1,200 sq mile parish divided into fourteen (14) districts. Debris streams included vegetative, C&D, marsh grass, leaners/hangers and stumps entering three (3) separate DMSs.
- **Escambia County School District Hurricane Sally Debris 2020**. Project Superintendent. Responsible for scheduling, managing, and ensuring quality control for the removal debris and hangers/leaners from sixty (60) facilities. Brought the twenty-eight (28) facilities initially assigned to a safe and operationally ready status in four (4) days so that the District could reopen the entire school system. All operations were completed in less than four (4) weeks.

- **City of Edinburg, TX Hurricane Hanna Debris 2020.** Project Superintendent. Responsible for scheduling, managing, and ensuring quality control for both subcontractor and self-performing debris removal trucks. Performed debris assessments. Provided timely responses to communications from the client to ensure satisfaction.
- **Hamilton County Tennessee Tornado Debris 2020.** Subcontractor Manager. Responsible for the acquisition, scheduling and management of multiple subcontractors executing ROW Vegetative and C&D Haul-in and Mulch Haul-out. Interacted with client POC on a regular basis providing updates, explanations of operations and addressing any client concerns. Provided DMS support services, basic equipment operation and conducted daily safety meetings. Over 409,500 cubic yards of debris were removed.
- **Butte County California Fire Debris 2019**. Logistics Chief/Subcontractor Manager. Responsible for project-wide and self-performing crew logistics support including resource forecasting, equipment acquisition, materials selection, competitive pricing evaluation, personnel housing, and asset management. Secured required local permits for laydown yard. Refocused subcontractor haul-out operations including a review of the existing haul-out operations, vetting, and negotiating with new subcontractors, and provided subsequent operational oversight which led to a project savings of over $426K. Interfaced with the Project Owner's team during bi-weekly planning meetings and provided daily as well as weekly reporting to the Incident Commander that drove decision-making activities. Coordinated alternative staff housing during PG&E power outages. Actively involved in project closeout planning and responsible for the successful demobilization of all Ceres-owned assets.
- **SW Georgia Hurricane Michael Debris 2018**. Operations Manager/ Subcontractor Manager. Responsible for the direct management of over 120 ROW debris haulers and haul-out subcontractors (1,000+ containers) across 13 counties. Duties include operational planning, subcontractor management, overall project management and daily coordination with USACE. Developed a tracking and reporting system that provided internal decision makers and USACE with vital statistics which drove planning and operations decisions. Elevated to Operations Manager with USACE-approval and led successful leaner/hanger mission, oversize stump removal, C&D collection, mulch haul-out and closeout of the project.
- **City of Coral Gables Hurricane Mitigation Grant Program 2018**. Senior Project Manager/Funding Specialist. Developed 4 HMGP successfully funded applications for disaster mitigation projects in response to Hurricane Irma. The application process included project planning, addressing environmental concerns, weekly interactions with local government staff and gaining the approval of the City Commission.
- **Apex Oil Terminal Improvements 2017**. Senior Project Manager. Responsible for developing procurement policies, ensuring 6 Good Faith Efforts were followed and documented to maximize DBE participation, pre-construction planning, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of a 7-month, FEMA funded $1,500,000 fuel terminal improvements project which spanned 3 sites each in a different state with concurrent procurement and construction activities.
- **City of Miami Wagner Creek/Seybold Canal Stormwater Improvements 2017**. Senior Project Manager. Responsible for funding, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of an 18-month, $21,000,000 sediment removal project that included 1 prime contractor and 4 subcontractors. Project was awarded the 2018 WEDA Environmental Excellence Award.
- **US Virgin Islands Gordon A. Finch Marine Terminal 2016.** Senior Project Manager. Responsible for preparing a federal TIGER grant application, award acceptance, procurement, and project management of a $13,000,000 project to demolish and replace the existing Roll-On/Roll-Off pier as well as construction of horizonal and vertical site improvements. Developed Benefit-Cost Analysis that was used in part as a planning model/guide for future TIGER projects by USDOT.
- **City of Marco Island Septic Tank Replacement Program 2015**. Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (MBE/WBE participation, Davis Bacon, Buy American, EEO), financial reconciliation and close-out of a 6-year, FDEP/EPA funded $63,000,000 program that included 8 prime contractors and over 24 subcontractors. Project was highly complex with politicians and residents in opposition of the project at the beginning in addition to being in an environmentally sensitive region. Required

frequent attendance and speaking at City Council meetings, addressing both Council and public concerns verbally and in writing as well as maintaining a public presence via direct outreach and media throughout the project. Worked hand-in-hand as an extension of City staff to ensure financial forecasting, environmental planning, project phasing and construction were properly aligned.

- **Collier County Wastewater System Improvements Program 2014**. Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (Davis Bacon, EEO), financial reconciliation and close-out of a 8-year, FDEP funded $140,000,000 program that included the construction and/upgrade of 3 wastewater treatment facilities with a combined capacity of over 55 MGD and 16 miles of collection mains. During the program, it was common for multiple large projects to proceed simultaneously requiring detailed planning and frequent coordination with County staff, County Commission, and contractors.

EDUCATION/CERTIFICATIONS

- BA, Business Administration-Finance, Keiser University, Sarasota, FL
- AS, Computer Network Administration, Keiser University, Sarasota, FL
- OSHA 30/HAZWOPER
- US Army Corps of Engineers (USACE) – CQM-C
- FEMA IS20, IS21, IS33, IS102, IS559, IS632, IS 633, IS634, IS700, IS702, ICS100
- FDOT Resident Compliance Specialist – Local Agency Program

SPEAKING ENGAGEMENTS/PROFESSIONAL ACKNOWLEDGEMENTS

- Florida Department of Transportation – "Simplifying Davis Bacon"
- American Water Works Association – "SRF: A Local Government Perspective"
- Florida Department of Transportation – Disadvantaged Business Enterprise SME
- Florida Department of Environmental Protection – Davis

Mike L. Beevers, Project Manager

Mr. Beevers has been in environmental services for almost 20 years, starting in earthwork and contracting and moving to disaster response and mobile recycling. He has experience managing employees along with hiring, scheduling, and managing subcontractors for large projects. Mr. Beevers has expertise in responding to various types of disasters, including hurricanes, ice storms, tornadoes, floods, and fires.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia, 2023.** Project Manager for debris removal operations following Hurricane Idalia in Columbia County, FL, Taylor County, FL, and Perry, FL.
- **Louisiana Windstorm 2023.** Project Manager for Shreveport, LA. Just under 200,000 cubic yards of debris was removed following a windstorm in July.
- **Hurricanes Ian and Nicole 2022.** Operations Manager providing oversight for debris removal in 5 Florida jurisdictions. Two of the projects had debris of over 2 million cubic yards each.
- **Hurricane Ida 2021.** Operations Manager for debris removal in 7 Louisiana jurisdictions.
- **Winter Storm Uri 2021.** Project Manager for debris removal operations in response to an ice storm for Pearland, TX, Nacogdoches, TX, and Harris County, TX.
- **Hurricanes Laura, Delta, and Zeta 2020.** Project Manager for Vermilion Parish, LA and Cameron Parish, LA as a result of Hurricane Laura. Project Manager for St. Martin Parish, LA, Nederland, LA and Scott, LA as a result of Hurricane Delta. Project Manager for Lafourche Parish, LA and New Orleans, LA as a result of Hurricane Zeta.
- **Linn County, IA Derecho 2020.** Project Manager for Linn County, IA. Over 1 million cubic yards of debris were hauled as part of this project.
- **Jones County, MS Tornado 2020.** Project Manager for Jones County for the cleanup after a tornado in April 2020. Over 200,000 cubic yards of debris were hauled as part of this project.
- **Santa Rosa County, FL Wind Event 2020.** Project Manager for Santa Rosa County, FL debris removal project after a severe storm and wind event. 595,746 cubic yards of debris were removed.
- **Bahamas September 2019 – 2020.** Project Manager for debris removal on public and private property in response to category five Hurricane Dorian.
- **Hurricane Michael 2018.** Project Manager for Jackson County, FL for the cleanup of debris in October of 2018.
- **Hurricane Maria 2017 – 2018.** Project Manager for central zones in Puerto Rico roofing projects.
- **Hurricane Irma 2017.** Project Manager for Seminole County, FL. Over 1 million cubic yards of debris were hauled as part of this project.
- **Hurricane Harvey 2017.** Project Manager for the City of Pearland, TX debris removal project. Over 50,000 cubic yards od debris were removed.
- **Hurricane Matthew 2016.** Project Manager for debris removal project in Beaufort County, South Carolina. Oversaw debris collection and removal from County-wide public and private roads and rights-of-way, resulting in over 1,000,000 cubic yards of debris collected.
- **Hurricane Hermine 2016.** Project Manager for debris removal project in Taylor County, Florida following a September hurricane. Oversaw collection of vegetative and C&D debris, as well as white goods and household hazardous waste. 238 white good unites were removed.
- **Louisiana Floods 2016.** Project Manager for Ceres response to the City of Zachary following August flooding.
- **Louisiana Levee Construction 2014 – 2015.** Fleet Logistics Manager for USACE levee construction projects in LA.
- **Winter Storm Pax 2014.** Truck Boss for ice storm clean up in Guilford County, North Carolina. Over 417,000 cubic yards of debris were removed.
- **Black Forest Fire 2013.** Superintendent for debris removal following forest fire in El Paso County, Colorado. Over 100,000 cubic yards of debris were removed.
- **Upper Midwest Ice Storm 2013.** Project Manager/Truck Boss in Rapid City, SD debris removal project as well as mulch haul superintendent. Knuckleboom operator in Minneapolis for stump removal project.
- **Hurricane Isaac 2012**. Project Manager for debris clean up in LaFourche Parish, LA.
- **2011–2013: Superintendent, Mobile Recycling U.S.A. Gallup New Mexico**. Managed a recycling company with 22 locations within three (3) states: New Mexico, Arizona, and Colorado. Tasks included: Hiring and managing of 40-50 employees, seeking out properties to place mobile

recycling units, daily inventory of all goods purchased from all locations, scheduling pick up of all goods brought to the processing plant where materials were separated, processed, and packaged to be sold to brokers.

- **Hurricane Ike 2008.** Project Manager for Harris County for Galveston Island Beach reclamation project.
- **2008 – 2010: North Valley Dirt Work and Contracting.** Started a Disaster Relief Division through North Valley Dirt Work and Contracting. Responded to Hurricane Ike in 2008, followed by the Kentucky ice storms in 2009, and the 2011 Alabama tornadoes. Equipment included two (2) grapple trucks, three (3) dump trailers. Tasks included: Managing employees, scouting of areas for cleanup, and operating grapple trucks.
- **2006 – 2008 North Valley Dirt Work and Contracting.** Opened a commercial development division. Tasks included: 150-200 acres subdivisions, permitting, bidding of projects and managing from start to finish. Managing 25-30 of our own employees along with hiring, scheduling and managing subcontractors to construct the sub-divisions.
- **2005 – 2007: Beevers Construction**. Founded company and began building custom homes as well. I continued to supervise both companies. Custom Home building tasks consist of: Permitting, construction of the house pads, roadwork, and underground utilities, supervising all subcontractors for the concrete, framing, roofing, and interior design of homes until completion.
- **2001 – 2007: North Valley Dirt Work and Contracting**. Originally supervised 15-20 employees during preliminary dirt work of constructing custom homes and small businesses. Preliminary work consisting of house pads, septic systems, underground utilities, roads and drainage. Tasks included: bidding of jobs, ordering of materials, scheduling, and completing jobs on time.

EDUCATION/CERTIFICATIONS

- OSHA 10-hour safety training
- OSHA 40 HAZWOPER

Marian Banks, Operations Manager

Mr. Banks joined the Ceres Team in 2018. Prior to working at Ceres, Mr. Banks was a reliable police officer dedicated to saving lives, increasing community safety, and decreasing crime rates for more than 18 years. He proudly served in Desert Storm, Gulf War, and Operations Iraqi Freedom. As a project superintendent for Ceres, Mr. Banks is responsible for overseeing and managing storm removal teams for disaster recovery projects. His responsibilities include but are not limited to maintaining contract schedules, dispatching subcontractors, enforcing site safety requirements and liaising with clients and monitoring agencies.

PROFESSIONAL EXPERIENCE

- **Rockdale County, GA April 2024.** Project Superintendent overseeing operations for collection, removal, reduction, and disposal of debris following an EF-2 Tornado.
- **FDOT, Taylor County, FL Sept. 2023 – February 2024.** Project Superintendent overseeing operations for collection, removal, reduction, and disposal of debris following Hurricane Idalia. Over 1,703,000 cubic yards of debris have been removed.
- **Shreveport, LA Wind Event 2023.** Project Superintendent overseeing operations for collection, removal, and disposal of debris. 195,220 cubic yards of debris were removed.
- **Cameron Parish, LA PPDR 2023.** Project Superintendent for Cameron Parish, LA for the private property debris removal and disposal program following Hurricanes Laura and Delta.
- **Hurricane Ian 2022.** Project Superintendent overseeing debris management and removal in Palmetto, FL, Bradenton, FL and North Port, FL. Over 2,500,000 CY of debris were removed.
- **Cedar Rapids, IA Derecho 2022.** Project Superintendent overseeing operations for collection, reduction, and disposal of debris. 52 acres of debris were removed.
- **Hurricane Ida 2021.** Project Superintendent in Westwego, LA and New Orleans, LA for removal and disposal of hurricane debris. Over 300,000 cubic yards of debris were removed.
- **Winter Storm Uri 2021.** Project Superintendent overseeing and managing removal and disposal of debris in response to Winter Storm Uri.
- **California Wildfires - Camp Fire, Butte County 2020 – 2021**. Division Supervisor for the CalRecycle removal of hazardous trees generated by the Camp Fire wildfire in North-Central California in 2017. Over 3000 properties were cleaned up during this project. This was the largest debris mission in California in more than 100 years.
- **Hurricane Laura and Delta 2020.** Project Superintendent for Cameron Parish, LA for the collection, reduction, and disposal of Hurricane Laura generated debris. Over 1,150,000 cubic yards of debris were removed.
- **Hamilton County, TN 2020.** Project Superintendent for collection, reduction, and disposal of tornado generated debris in Hamilton County, TN. Over 500,000 cubic yards of debris were hauled as part of this project.
- **Camp Fire, Butte County 2019.** Divisional Supervisor for the campfire project in Paradise, CA for wildfire structure and debris removal.
- **Hurricane Michael 2018.** Quality Control Technician following Hurricane Michael in Marianna, FL.
- **2005-2115. Lead Detective Cornelia Police Department – Cornelia, GA**. Promoted from patrol to lead detective. Responded quickly to dispatch and took appropriate action at crime and disaster scenes. Gathered preliminary investigation information as a first responder to crime scenes. Organized and recorded facts to prepare incident reports.
- **2000-2005 Deputy & Jailer Habersham County Sheriff Department – Clarkesville, GA.** Gathered preliminary investigation information as a first responder to crime scenes. Monitored and investigated suspicions persons and situations and unusual activities. Conducted undercover investigations to uncover ongoing crimes.

EDUCATION/CERTIFICATIONS

- OSHA 40 Hour HAZWOPER
- OSHA 30-Hour Construction Safety
- NIMS IS100
- FEMA Introduction to Incident Command System ICS-100
- FEMA Initial Action Incident ICS-200

Tia Laurie, Corporate Secretary, Contract/Subcontract Manager

Tia Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. Ms. Laurie serves as Qualifying Agent, holding General Contractors Licenses on behalf of Ceres in many states including California, Louisiana, Alabama, Tennessee, Mississippi, Oregon, and South Carolina. Certified in Construction Quality Management by USACE, Ms. Laurie has served in supporting roles on several missions for more than ten (10) years. Additionally, Ms. Laurie is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. She manages the overall development and maintenance of relationships with subcontractors, specifically in local areas of pre-event contracts and competitive pricing. Ms. Laurie also provides management in the areas of maintaining and upgrading the database, registration process, and evaluation criteria for subcontractors, as well as creating and executing their training programs.

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Director of Administration including subcontracting and contract management for debris removal in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **California Floods 2023.** Director of Administration including subcontracting and contract management for flood debris removal services in Tulare County, CA and Merced, CA. 54,645 cubic yards of debris have been removed.
- **Texas Winter Storm Mara 2023.** Director of Administration including subcontracting and contract management for debris removal in 2 Texas jurisdictions following a winter storm. 330,846 cubic yards of debris were removed.
- **State of Vermont Summer Flood 2023.** Director of Administration including subcontracting and contract management for 5920 tons of debris removal in (sixteen) 16 jurisdictions across the State of Vermont
- **Hurricanes Ian and Nicole 2022.** Director of Administration including subcontracting and contract management for 27 contract activations in Florida. Two of these contract surpassed 2 million cubic yards of debris each.
- **Hurricane Ida 2021.** Director of Administration including subcontracting and contract management for Ceres projects in Louisiana.
- **Oregon Wildfire Recovery 2020 – 2022.** Director of Administration including subcontracting and contract management for Oregon Department of Transportation Hazard Tree Removal Project. 22,311 trees were removed.
- **Oklahoma Ice Storm 2020.** Director of Administration including subcontracting, and management of 5 contract activations as a result of the Oklahoma Ice Storm. Over 200,000 cubic yards of debris were removed.
- **Hurricanes Hanna, Laura, Sally, Delta and Zeta 2020.** Director of Administration including subcontracting. Managed over 30 subcontractors providing debris collection, reduction, and disposal. While working contract administration on over 13 contract activations.
- **Linn County, IA 2020.** Director of Administration including subcontracting and managing 4 subcontractors and working contract administration. Over 1 million cubic yards of debris were removed.
- **Hamilton County, TN and Jones County, MS Tornados 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing debris collection, reduction, and disposal. Over 600,000 cubic yards of debris were removed.
- **Bulk Waste Removal 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing bulk waste removal to the City of Atlanta and Macon-Bibb County, GA as a result of limited staff due to COVID-19. 5,966 tons of waste were removed.
- **Paradise and Butte County, CA Fire 2019.** Director of Administration including subcontracting and managing over 23 subcontractors and working contract administration with CalRecycle. 768,558 tons of debris were removed.
- **Hurricanes Florence and Michael 2018.** Director of Administration for storm operations in a wide geographic area.
- **North Carolina Department of Agriculture 2018.** Director of Administration and Subcontracting Manager for hauling vegetative material for NC farms after Hurricane Florence.

- **Northern California Wildfire Debris Removal 2018.** Subcontractor Manager responsible for hiring all subcontractors for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricanes Harvey, Irma, and Matthew 2017.** Director of Administration and Subcontracting Manager for over 50 storm and civil construction projects.
- **Hurricanes Hermine and Matthew 2016.** Subcontractor Manager for over 20 contracts in Florida, Georgia, South Carolina, and North Carolina following two hurricanes in September and October.
- **Louisiana Floods 2016.** Subcontractor Manager for Ceres response to August floods in Louisiana.
- **Winter Storm Cara and Goliath 2015.** Subcontractor Manager for debris removal and disposal projects in Oklahoma following winter storms.
- **Alabama and Mississippi Tornados 2014.** Subcontractor Manager for four separate tornado recovery projects in Kimberly, Adamsville, and Graysville, Alabama as well as Lee County, MS. 185,758 cubic yards of debris were removed.
- **Winter Storm Pax and Ulysses 2014.** Subcontractor Manager for Columbia County, GA and NC DOT ice storm recovery; Recruited and subcontracted companies for hauling, tree work, and grinding.
- **Hurricane Sandy 2012-2013.** Subcontractor Manager recruiting local subcontractors and vendors for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Subcontractor manager for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Subcontractor Manager for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011:** Subcontractor Manager for Greenville, NC response and recovery efforts. Recruited local and specialty subcontractors for hurricane debris cleanup.
- **Alabama Tornadoes 2011.** Subcontractor Liaison: recruited local and specialty subcontractors and vendors to provide services for tornado cleanup.
- **Haiti Earthquake 2010.** Subcontractor Liaison identifying specialist organizations & sea transport.
- **Ice Storms 2009.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal from county rights-of-ways in Kentucky.
- **Hurricanes Dolly, Gustav and Ike 2008.** Subcontractor Liaison screening and coordinating qualified subcontractors for debris removal, processing, and disposal operations.
- **Floods 2008.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal due to Cedar River flooding in Iowa.
- **Military Stars, Orion International 2007-2008.** Account Executive researching, identifying, and capturing of new clients providing opportunity for hiring of transitioning military personnel.
- **Centex Homes 2005-2007.** Purchasing Agent managing contract negotiations for residential communities; Management of land developers, architects, and general contractors.
- **U.S. Army Corps of Engineers, Captain 1999-2005.** Battalion Logistics/Supply Officer, Detachment Commander, Company Executive Officer, and Topographic Platoon; awarded Bronze Star Medal for her bravery and meritorious service with USACE.

EDUCATION/CERTIFICATIONS

- Master's degree, Engineering Management, University of Missouri (Rolla)
- Bachelor's degree, Engineering Management, U.S. Military Academy, West Point, New York
- Engineer-In-Training (EIT/FE): Registered in New York, 1999
- FEMA certified IS-10, ICS-200, IS-102, IS-632, NIMS IS-700
- USACE CQM certified
- Red Cross Disaster Services certified

Hubert Russell (Bo) Ansley, FEMA Reimbursement Specialist

Mr. Ansley worked with the U.S. Army Corps of Engineers (USACE) for 33 years. His experience includes Emergency Management; Technical Support to FEMA applicants, and sub-applicants to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing documentation for FEMA reimbursement; training sessions with clients; and development of new documentation systems. His experience runs deep both with Ceres and the US Army Corps of Engineers (USACE), where he served as a technical liaison to FEMA for Emergency Support Function 3 (ESF3) – Public Works and Engineering, and a Senior Level Debris Removal Subject Matter Expert (SME).

PROFESSIONAL EXPERIENCE

- **Hurricane Idalia 2023.** Provided operational oversight and FEMA reimbursement assistance for debris removal in Georgia following Hurricane Idalia.
- **Hurricanes Ian and Nicole 2022.** Operations Area Manager and Client Services Liaison for 8 contract activations in Florida.
- **Yellowstone River Floods 2021.** Senior USACE Debris Removal SME and FEMA Liaison. Provided a comprehensive assessment of flooding impacts and waterway debris for the State of Montana.
- **Hurricanes Laura, Sally, and Zeta 2020.** Senior USACE SME and FEMA Liaison. Provided Technical Support to FEMA as well as multiple applicants in Louisiana, Alabama, and Florida. Provided supervisory oversight for 21 Federal Technical Monitors.
- **Southeast Tennessee Tornadoes 2020.** Senior USACE Debris Removal SME and FEMA Liaison for 3 local activations in the Chattanooga, TN area.
- **Hurricane Michael 2018.** Lead USACE Debris Removal SME and FEMA Liaison for 6 Florida Counties and 13 Georgia Counties. Served as Contracting Officers Representative for USACE Advanced Contract Initiative (ACI) in Georgia.
- **Hurricane Irma 2017.** Lead USACE ESF3 Liaison to FEMA Region 2. Prepositioned with Forward Team to VITEMA prior, during and after landfall. Supported Recovery Field Office and assisting in activating the Debris ACI for USACE.
- **Hurricane Maria 2017.** Supported recovery efforts in Puerto Rico as Emergency Management Chief, Mobile District. Managed USACE Recovery Field Office for multiple FEMA missions including power restoration, temporary roofing, debris removal and repair of critical public facilities.
- **Southeast Tornadoes 2017**. Lead USACE Debris Removal SME and FEMA Liaison for multiple activations near the City of Albany, GA.
- **Hurricane Matthew 2016**. Lead USACE Debris Removal SME. Provided technical assessment of storm impacts along the Florida Coast from St. Augustine to Melbourne.
- **Hurricane Hermine 2016**. Lead ESF3 Representative to FEMA in Florida. Developed debris volume estimate and debris removal cost estimate.
- **Pacific Ocean Storms 2015**. Served as USACE ESF3 forward for Guam (Typhoon Dalphin) and Saipan (Typhoon Soudler). Provided impact assessments for FEMA.
- **Oso, WA Landslide 2014**. Assistant ESF3 Team Lead and Debris SME supporting FEMA. Provided preliminary report and debris removal estimate.
- **Hurricane Sandy 2012-2013**. Lead Debris SME and Contracting Officers Representative – Suffolk County, NY. Oversaw Debris Removal Operation for Fire Island, NY.
- **Alabama Tornadoes 2011**. Supported recovery efforts as Emergency Management Chief, Mobile District. Managed USACE Recovery Field Office for multiple FEMA missions including temporary power, debris removal and repair of critical public facilities.
- **Hurricane Ike 2008.** USACE liaison to Texas and ESF3 lead in support of FEMA Region 6. Supported Debris Technical Support Operations and Temporary Roofing.
- **Hurricane Katrina 2005-2006.** Debris SME for Alabama recovery. ESF Lead for Louisianna in support of private property debris removal and demolition.

EDUCATION/CERTIFICATIONS

- Bachelor of Landscape Architecture, University of Georgia
- Graduate Certificate, Homeland Security and Emergency Management, George Washington University
- FEMA ICS 100, 200, 300, 400, 700, 800

2.6 TDMS Safety and Operational Plan

Site Safety Plan Description

Ceres Environmental Services, Inc. is committed to a safe healthful workplace for its employees. Our purpose is to help reduce injuries and illnesses within the organization, conduct business operations in a safe manner without injury to persons, interruption of production, or damage to property. Everyone is expected to comply with the established work practices, to assume responsibility for their own safety, and to actively participate in the safety programs of this company.

Safety is integral to our operations, and this is accomplished by providing training not only for Ceres' employees, but also by offering training orientation to our subcontractors and their workers. In this manner, a high level of safety is maintained in the Debris Management Site (DMS) and in the Rights of Way. This important part of the work is also emphasized in frequent "tailgate" safety meetings that are very brief but serve to underline a specific topic and also to keep thoughts of safe operations active in all workers on a daily basis.

DMS safety and occupational health guidance is promulgated by FEMA, the U.S. Army Corps of Engineers, OSHA and the EPA among others. Ceres complies with these regulations during emergency response operations. These plans are based on guidance that can be found in FEMA's Debris Management Guide P-325, at http://www.usace.army.mil/Pages/default.aspx and on Ceres accumulated experience.

DMSs will be inspected daily to:

- Ensure equipment is in proper working order.
- Waste materials are properly containerized and disposed of.
- Any hazardous materials present are properly stored.
- Other materials are properly managed and stored;
- The site and equipment are secured at the end of each workday.

A Site Safety Officer (SSO) or designated alternate will be assigned to Tyler and inspect the work area at least daily to ensure continued compliance with site safety requirements. Safety inspections are recorded on the record of safety inspection form. Safety deficiencies identified will be documented with corrective actions noted. The inspection record will identify the individual responsible for the corrective action and time frame for follow-up. Verification of corrective action completion must be documented on a safety inspection record and acknowledged by the inspector first citing the finding.

This operation will comply with all requirements of the project, Accident Prevention Plan, applicable OSHA requirements, and any additional local requirements.

- Backing up of trucks not permitted without operator instruction and use of flaggers. Back-up alarms must be functional and appropriate for the site conditions.
- Post speed limits -5 mph on haul road in site, and 10 mph for access roads
- All drivers must obey haul road plan
- All personnel must use required Personal Protective Equipment (PPE) (hard hat, steel toe boots, long work pants, eye protection, reflective vest (number 2 or 3), shirts with sleeves at least 4" in length, hearing protection and gloves as needed.
- Maintain a safe distance around all the equipment of at least 20 feet.
- Do not walk behind equipment, drivers to remain inside the vehicles, exit only with the acknowledgment of equipment operator and required PPE.
- All equipment will have a fire extinguisher present.
- Equipment will only work inside of an established work zone with the proper traffic control devices in place.
- Trucks will be separated by at least 20' when dumping loads in the dump area.
- Drivers will wear seatbelts and otherwise comply with federal and state commercial vehicle driving requirements.
- An exclusion zone of 100 feet MUST be around the burn pit regarding material staging areas. The burn area must be located at least 1,100 feet from the nearest structure.

Management Responsibilities
Project Managers have the overall responsibility of ensuring the safety programs and procedures are properly developed and implemented at the DMSs through the following actions:

- The implementation and maintenance of health and safety programs.
- Assigning competent staff to coordinate compliance with special compliance areas.
- Ensuring the timely processing of First Reports of Injury (FRIs) and the maintenance of the OSHA 300 *Log of Work-Related Injuries and Illnesses*.
- Signing and ensuring the posting of the annual OSHA 300A *Summary of Work-Related Injuries and Illnesses.*
- Directing an annual evaluation of the health and safety program.
- Establishing and supporting an active role for the safety committee and the development of annual health and safety work plans.

Personal Protective Equipment Requirements
Activity Hazard Analyses (AHAs) are conducted by the Corporate Health and Safety Officer and the Project Manager prior to startup of the job. During mobilization and prep, the AHAs are reviewed with the Site Superintendent or SSO and additions or changes made at that time based on actual site conditions or any other changes from the planned activities. Additional AHAs are prepared prior to subsequent work activities based on the remaining definable features of work for the project. Final AHAs are reviewed with all site personnel at the project start up (indoctrination) safety meeting. Additional changes may be warranted during the project due to any changes or alterations in work activities, equipment or site conditions. For each potential hazard identified during the AHA evaluation, suitable control measures will be determined and documented on the AHA. At any time during the project when additional activities or hazards are identified that are not included in existing AHAs for the project, the appropriate additional AHAs, or amendments to existing AHAs, will be completed and training provided to project personnel.

Project personnel are advised prior to project startup of the anticipated personal protective equipment requirements. The Project Manager will ensure all site personnel have received appropriate training or instruction regarding the proper use, care, maintenance, limitations, storage and disposal of all PPE. Individuals required to wear respirators will complete a respiratory fitness examination by a qualified physician, a respirator fit test, and training. Training will include a review of proper procedures to don and doff the respirator, fit test procedures, limitations and proper use, inspection, cleaning and maintenance, storage, disposal of used cartridges and respirator masks, proper care and expected life of cartridges and masks. Personnel unable to meet the training or medical requirements pertaining to respiratory protection will not be permitted to use such devices nor conduct work activities requiring the use of these protective devices.

DMS Operational Plan Description

Ceres will utilize the DMSs identified by the City. If additional sites are required, Ceres will work closely with the City to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified, and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone

- Four walking floor trucks (120 cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

Equipment Inspections/Certifications

Prior to the initial use of any piece of heavy equipment, the operator and Site Superintendent will perform a thorough inspection. Any deficiencies noted at the time of this inspection must be addressed prior to allowing the equipment to be placed in service. Repairs or maintenance of company equipment should be reported to the Equipment Manager of Ceres and recorded on the company daily reports. Each inspection checklist is maintained on site and made available for review by government or company representatives.

Prior to use each day, the operator will perform an inspection of the equipment to ensure major components are properly functioning and that the equipment has sufficient oil and fuel. Any deficiencies are reported immediately to the Site Superintendent for a determination of corrective measures. A copy of the deficiency will be retained in a file marked "Follow Up Safety Inspections" to ensure re-inspection of the item occurs on or prior to the expected date of corrective action completion. The follow up inspection will specifically address the deficiency and whether the corrective action taken is complete and satisfactory.

Load Tickets and Reporting

Ceres uses preprinted, five-part carbonless, color-coded load tickets. The tickets are available for use on this project if approved by the City. Each ticket has a unique serial number and ample space to record information such as: contractor, date, truck number, load size, driver, and type of material, origination, dumpsite, time, GPS Location, and inspector. Ceres uses a custom Access database program to record ticket information. The entry screen follows the format of the load ticket which greatly speeds up data entry. Tickets are easily verified and combined with a truck inspection table contained in the same database. One data entry clerk with minimal training can enter 700 load tickets (the equivalent of about 21,000 cubic yards) per day. Access also contains powerful report features that aid in ticket reconciliation and truck verification. Data is easily converted between Excel and Access for reporting purposes.



Material Separation

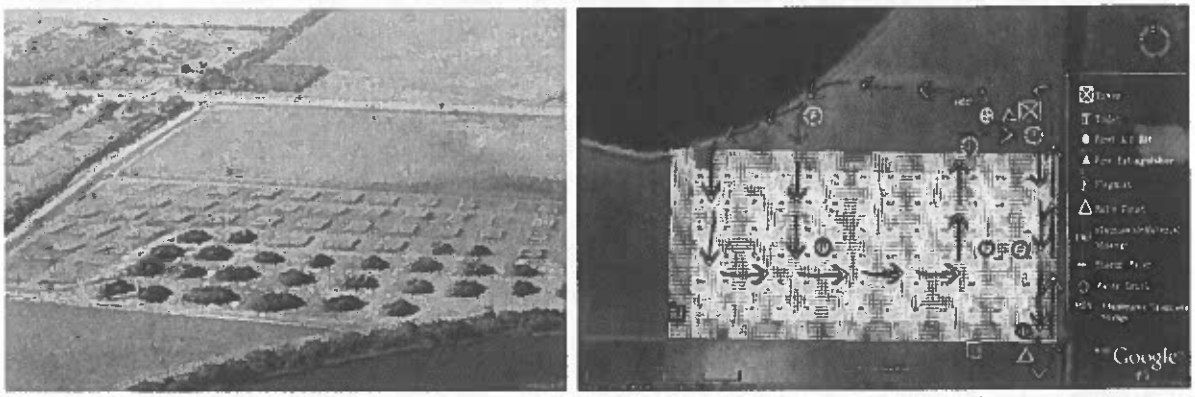
Due to the nature of these operations, material separation is required to properly and efficiently process debris. Collection crews will segregate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the separation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be segregated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DMS until final disposal.

Metal contaminants will be segregated and baled or otherwise processed for recycling. Concrete will be segregated and transported to a recycling facility and may be crushed prior to transport. Glass, plastic, and other materials will similarly be segregated and recycled to the maximum extent possible. Debris that cannot be processed or otherwise recycled will be disposed of at an approved and lawfully permitted construction and demolition final disposal site.

DMS Traffic Control

Traffic control will be provided near the entrance to the staging area of this site. Traffic control personnel will be trained in the hazards and requirements of their duties and safety requirements and precautions. Compliance with the safety requirements of Ceres Accident Prevention Plan and EM 385-1-1 is mandatory; Personal protective equipment must be worn, and traffic control (Stop/Slow) paddles used. Signage (per DOT and Uniform Traffic Control Devices) will be posted at distances of 500 and 1000 feet from the entrance to the site to warn other traffic in the presence of trucks and traffic control personnel. The speed limit on the approach road to this site will be 10 mph, with a speed limit on the site haul road of 5 mph. Traffic control personnel will be responsible for directing traffic into and out of the site and for assisting

haulers as needed to safely back trucks in for dumping in the debris staging area. Trucks WILL NOT back up to dump until so instructed by an assisting flag person and will not otherwise back up unless SPECIFICALLY instructed to do so by an operator. Trucks will space themselves at the dump location to allow sufficient space between trucks to facilitate safe dumping and maintain a safe zone around the truck of at least 20 feet. All equipment will be equipped with an operating backup alarm; equipment that does not have a functional alarm will be decommissioned until the necessary repairs are completed.



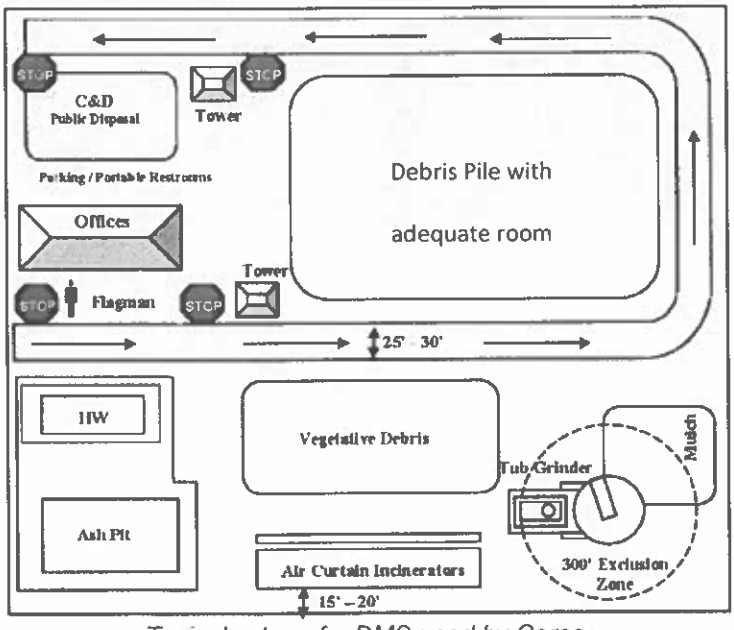
An Aerial view of a DMS used by Ceres in the past and its site layout plan.

A DMS map will indicate the following items: Access Roads, Haul Road Directions, Location of Tower, Location of Reduction equipment/exclusion zones, Location of Staging Piles, Location of HTW (Hazardous and Toxic Waste) Pit, Location of Flammable Materials Storage, Location of Recyclables, Non-recyclable Staging Area, Topography and Storm Runoff Patterns, Nearest Receiving Waters (creeks, rivers, ditch, etc.), Location of Wetlands, Location of any Utilities and Location of Sanitation Units.

Collection and Reduction of Debris

The following steps will be taken to collect and haul storm debris to the designated DMSs:

- Ceres will collect, load and haul all debris from the municipalities and transport it to the reduction site. There will be a minimum of two passes through each of the collection sites. Collection routes will be the same as the routes that were utilized before household collections.
- Ceres will separate the debris at the reduction sites, to the extent that is feasible, into recyclables, non-recyclables, non-hazardous and hazardous household waste.
- Ceres will reduce, recycle and/or dispose of all debris according to all local and federal regulations.
- Ceres will be responsible for the control and management of the reduction site, working in accordance with regulations of the Environmental Quality Board as well as any other local or federal applicable regulation.



Typical setup of a DMS used by Ceres.

- At some reduction sites there will be debris disposed for processing by trucks other than those under Ceres contract.

Method of Debris Disposal

The following steps will be taken to dispose of storm debris when it is taken to the DMS:

- Materials will be recycled unless it is determined not to be economically feasible to Tyler.
- Any debris that qualifies for land filling will be reduced and transported to a nearby authorized landfill for proper disposition by Ceres, in coordination with the landfill administrator.
- Household hazardous material and waste will be separated at the reduction site and maintained in a designated area to be processed. Medical waste will also be stored in hazardous waste area for processing by Ceres.
- Freon will be removed and recovered from the discarded refrigerators, air conditioners and/or any discarded appliance known to have or that may have Freon.
- Chipping/grinding is allowed for all lumber, treated and untreated.

2.7 FEMA Training and Program Assistance

To ensure the successful completion of a project and full FEMA reimbursement, Ceres starts with training and education covering changes in FEMA rules, regulations and policies with follow-on topics including debris management planning and review. During the project, Ceres works to ensure debris eligibility and proper documentation for NTPs, work orders, debris site permits, truck certifications, load tickets, tree tickets, haul out tickets and final disposal locations. After the project is complete, Ceres assists in project closeouts with State and FEMA, supports clients through FEMA Requests for Information (RFIs), OIG audits and arbitration, attends post-project briefings, and provides lessons learned and recommendations for the next project. **Throughout Ceres' history, no client has been denied reimbursement for eligible work Ceres has performed.** Refer to **Section 1.3, FEMA Reimbursement Experience and Section 2.4.D, Invoicing and Data Management** for additional details.

Training

The Ceres Pre-Event Training Program covers a wide array of disaster topics and is tailored specifically to the City's needs and education. Topics focus on three different timelines to better understand the entire contract life cycle:

- What can we do today?
- How do we respond to the event?
- Where do we go from here?

These timelines allow Ceres to develop a Pre-Event Training Program based on the specific needs and education of each client. Clients with little or outdated debris experience may want to focus on debris planning or Tyler-Ceres response immediately following an event. Conversely, clients with repeated experience from the recent hurricane seasons may want to focus on project documentation after a debris project is complete. Below, we break down each of the three timelines to expand on the Ceres Pre-Event Training Program.

What can we do today?

Ceres routinely works with clients on what can be done today in clear skies. The topics are:

- **Disaster Debris Management Planning**
  - Review of existing Emergency Operations Plan and Disaster Debris Management Plan – Using FEMA's Debris Management Plan Job Aid, Ceres reviews existing debris management plans for the 10 basic elements of a comprehensive plan. Further still, Ceres offers internal lessons learned from past projects to bolster the effectiveness of the plan and uses other Federal and State guidance as an additional check, including U.S. EPA's *Planning for Natural Disaster Debris.*
  - Draft a Disaster Debris Management Plan – Ceres personnel have written many disaster debris management plans for local governments, State governments and the U.S. Army Corps of Engineers. In 2019, following Hurricane Dorian, Ceres wrote the disaster debris management plan for the Commonwealth of the Bahamas which was also adopted by the United Nations Developmental Programme, Caribbean Region.
  - Disaster Debris Management Plan Workshop – Ceres provides a classroom-style training covering the various planning considerations for the emergency push operations, debris estimating/preliminary damage assessments (PDAs), debris collection strategies, locating and identifying temporary debris sites, pros/cons of different debris reduction methods, final disposal options, debris monitoring, OSHA compliance and safety, environmental protection, historical preservation (Section 106 compliance) and countless others.
- **Changes in Federal and State Guidance**
  - Continued Growth: Changes in FEMA Policy – Ceres provides classroom-style training to highlight changes, or considered changes, in FEMA rules, regulations and policies. During past trainings, Ceres has focused on changes in FEMA procurement policies, introduction of the PAPPG and recent Disaster Specific Guidance from hurricanes Harvey, Irma, Maria, Florence and Michael.
  - Recent State Legislative Changes – As States gather more experience, their response mechanisms often change. Recently, Ceres gave a presentation to the American Public Work Association, Texas Chapter regarding the recent State legislative changes and the implementation of the State's new Catastrophic Debris Management Annex.

- Know Where to Look: Additional Funding Mechanisms for Debris – Ceres expands on little known or understood alternative Federal grant programs that offer additional funding for debris through NRCS, FHWA, USACE, USDA, USDOL and HUD.

How do we respond to the event?
The Ceres goal with each client is to develop a partnership that seamlessly integrates two diverse teams to realize a quick and organized debris management project. To achieve this goal, we say how do we respond in an event? The topics are:

- **Tabletop Exercises** – Ceres offers and/or participates in disaster exercises with clients to better understand the client's disaster response mechanisms. When developing exercises for a client, Ceres addresses the highest client-specific disaster risk, i.e. hurricanes or tornadoes. The exercises include pre-event activities leading up to disaster impact, immediate response following the aftermath of the disaster and subsequent transition to long-term debris operations. Throughout the process, Ceres uses sealed manila envelopes to surprise participants with various debris related issues, such as damage to a curb stop by a debris hauler, debris site is full and require an additional site, etc.
- **Tricks of Trade: Tough Lessons Learned from 45+ Years of Experience** – Just over the past 4 years, Ceres has responded to 100+ federal-funded contracts, performed over $500mil in projects, and worked in 3 distinct islands groups in the Caribbean and across the U.S. With those experiences, Ceres has learned a lot. This classroom like training covers those experiences and how we currently adapt the lessons learned into our ongoing and future operations. Two such topics include private property debris removal requests and commercial debris removal requests, both of which Ceres has extensive experience assisting local FEMA funding.
- **Communication with a Displaced Population: How Can We Do It?** – This is a classroom-style training with breakouts into teams to develop catch phrase and different ways to communicate to the City's residents. Ceres focuses on different methods of communication with shelter-in-place, evacuated and displaced residents while developing content that expedites debris removal and fits Tyler's recovery timeline. During the training, Ceres provides sample videos, radio advisories, newspaper articles, door hangers, mail inserts, social media posts, etc.
- **Document, Document, Document: Debris Monitoring** – Accurate and compliant documentation is critical to FEMA reimbursement. In this classroom-style training, Ceres discusses debris monitoring in each phase of a debris management project and what information is critical to FEMA reimbursement. We look at technological advances in debris monitoring like automated debris management systems and discuss critical elements of a 214 Activity Log, truck certification, load ticket and tree ticket.
- **Back to the Basics: Debris Management 101** – This is a classroom style training focused on providing inexperienced client personnel with an introduction to debris management operations.
- **Keeping It Between the Lines: Working with Regulatory Agencies for Debris** – Numerous State and Federal agencies and departments have a role to play in a debris removal project. This classroom style training focuses on various debris guidance from OSHA, EPA, EHP
- **Behind the Curtain: Becoming a Ceres Project Manager** – In short, this is the training Ceres offers to incoming and returning project managers. This helps client personnel understand the considerations Ceres uses when establishing zones, assigning, and dispatching trucks, selecting and constructing temporary debris management sites, closing out zones, remediating damage and wrapping up a project.

Where do we go from here?
The topics are:

- **After Action Reports/Meetings** – Ceres is a very big proponent of after-action reports and meetings. What did we do well? What did we do poorly? Ceres brings an honest and introspective view to Ceres operations and the debris project as a whole. Since 2016, Ceres has expanded different elements of internal operations based on action items from these meetings. For example, following hurricanes Harvey, Irma and Maria, Ceres invested in more knucklebooms and grinders to insulate the company from subcontractor no shows and skip outs – unless your name is on the side of the truck, you cannot guarantee a response time. Ceres name is on the side of those trucks.
- **Avoiding the Disaster After the Disaster: Your FEMA Reimbursement** – Ceres focuses heavily on ensuring our clients are reimbursed for all disaster debris work performed. Topics vary depending

on the audience (Finance vs. Procurement vs Public Works) and the knowledge level but can include the following.

- Procurement Conducted Under Exigent of Emergency Circumstances (FEMA Fact Sheet)
- Elements of a Project Worksheet (FEMA Fact Sheet 9580.5) – Ceres discusses various elements of Project Worksheet and focuses largely on damage description, scope of work, cost estimate, contract documentation and materials back up documentation.
- Closing out debris projects with the State – Ceres helps package critical and frequently requested debris documentation in a usable and easily retrievable format.
- Preparing for an OIG Audit – Ceres reviews past FEMA OIG entrance questionnaires and pulls recent OIG reports to better understand debris issues and pitfalls to local government responses.
- Responding to FEMA RFIs – Ceres routinely helps clients gather documents and develop responses to FEMA Requests for Information.
- Readying for Arbitration – On a few occasions, Ceres clients have run the course with FEMA RFIs and opted to head into arbitration. Ceres assists clients and their legal representation in developing arguments to successfully win arbitration hearings.

Reimbursement Assistance

Ceres has experienced personnel trained in providing the necessary documentation and assistance in the preparation of reimbursement claims for the City. If requested, Ceres will provide the City with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Our FEMA reimbursement liaisons have supervised and trained personnel on disaster response and relief efforts in New York following 9/11 and on subsequent events including Hurricanes Ian, Ida, Laura, Delta, Sally, Michael, Irma, Maria and Florence. We can help a local government make certain that federal funding approvals are followed by timely reimbursement.

Program Management Assistance

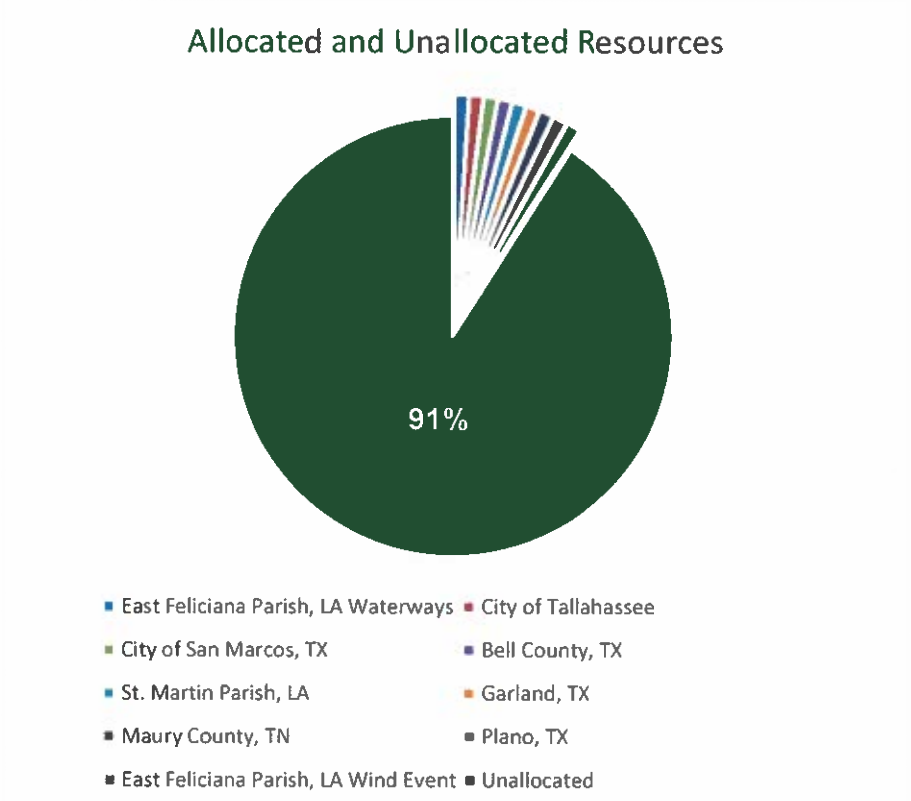
Ceres is experienced and trained to provide all the following services to the City:

- Developing Preliminary Damage Assessment (PDA) for Submittal to State and FEMA
- Emergency Work Definition and Application to Tyler (Category A and Category B)
- Permanent Work Definition and Application to Tyler (Categories C through G)
- Assistance with Applicant's Briefing
- Identifying Expenditures Eligible for Reimbursement
- Review of Scope of Work
- Recovery Process Documentation
- Recovery Process Oversight
- Force Account Labor Assistance
- Preparation of Project Worksheet (PW)
- Review of records system for applicability to State and Federal Requirements
- Orientation and training of client personnel on documentation requirements
- Assist in the establishment of the "Clerk of Records"
- Claim Documentation
- Public Service Announcements

3 OTHER CONTRACTUAL OBLIGATIONS

3.1 Current Active Workload and Unallocated Resources

Due to the nature of disaster relief work, it is difficult to project workload; **however, Ceres has the proven resources and experience to handle multiple events and locations.** Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures us that Ceres' performance on this contract will be to the City's utmost satisfaction. **Ceres has never exceeded its capacity to perform on its pre-event and ongoing contractual commitments.**



The following table contains information on Ceres current work in progress. **Currently 91% of Ceres' resources are unallocated and available for other projects.**

Contract Owner	Contract Title/Type	Contract/Task Order Amount	% Complete	Projected End Date
East Feliciana Parish, LA	Agreement for Special Services – Waterway Debris Removal	$2,281,874	78%	8/30/2024
City of Tallahassee	Debris Removal and Disposal Services – Tornado Event	$10,000,000	75%	7/20/2024
City of San Marcos, TX	On-Call Debris Services	$300,000	97%	7/15/2024
Bell County, TX	RFP 04-23 Disaster and/or Storm Recovery Services – Wind Event Response	$872,523	40%	7/21/24
St. Martin Parish, LA	Debris Removal and Disposal Services - Severe Weather Event Activation	$400,000	95%	7/11/24
Maury County, TN	Debris Removal Services Contract – Tornado Event	$2,000,000	40%	7/21/24
Plano, TX	Debris Removal – 2024 Wind Event	$450,000	60%	7/15/2024
East Feliciana Parish, LA	Debris Removal – Severe Wind Event	$500,000	70%	7/11/2024

3.2 Current Contracts

Current Pre-Event Contracts

Ceres Environmental Services, Inc. has more than 200 pre-position Emergency Response contracts in place throughout the country. Ceres maintains 2,019 pieces of equipment and a database of 3,346 trusted subcontractors. Our successful experience in multiple response situations as well as our substantial resources and teaming relationships ensure that Ceres' performance on this contract will be to the City of Tyler's utmost satisfaction. Refer to **Section 1.2, Experience Managing Multiple Contract Activations** and **Section 2.4.A Ability to Manage Activation of Multiple Contracts**.

Texas Pre-Event Contracts

Contract Owner
Alvin, TX (City Of)
Aransas County, TX
Austin, TX (City Of)
Bell County, TX
Brazoria County, TX
Burleson, TX (City Of)
Cedar Hill, TX (City Of)
Dallas, TX (City Of)
Danbury, TX (City Of)
Denton County, TX
Duncanville, TX (City Of)
Edinburg, TX (City Of)
El Campo, TX (City Of)
El Lago, TX (City Of)
Ellis County, TX
Fort Bend County, TX
Freeport, TX (City Of)
Galveston County, TX

Contract Owner
Garland, TX (City Of)
Groves, TX (City Of)
Hedwig Village, TX (City Of)
Hidalgo County, TX
Houston, TX (City Of)
Jackson County, TX
Katy, TX (City Of)
Kemah, TX (City Of)
La Porte, TX (City Of)
Lake Jackson, TX (City Of)
League City, TX (City Of)
Matagorda County, TX
Mckinney, TX (City Of)
Midlothian, TX (City Of)
Montgomery County, TX
Morgan's Point, TX (City Of)
Nassau Bay, TX (City Of)
Nederland, TX (City Of)

Contract Owner
Parker County, TX
Pharr, TX (City Of)
Port Neches, TX (City Of)
Richardson, TX (City Of)
Richwood, TX (City Of)
Rockwall County, TX
San Angelo, TX (City Of)
San Marcos, TX (City Of)
Seabrook, TX (City Of)
Sugar Land, TX (City Of)
Surfside Beach, TX (Village Of)
Tarrant County, TX
Texas General Land Office (GLO)
University Park, TX (City Of)
Walker County, TX
Webster, TX (City Of)
West University Place, TX (City Of)

Pre-Event Contracts – Other States

Contract Owner
Gulf Shores, AL (City Of)
Culver City, CA (City Of)
Kings County, CA
Lancaster, CA (City Of)
Los Angeles County, CA
Merced County, CA
Riverside County, CA
San Bernardino County, CA
Santa Clara County, CA
Sonoma County, CA
Estes Park, CO (Town Of)
Larimer County, CO
West Hartford, CT (Town Of)
Bureau of Land Management
State of Delaware
Arcadia, FL (City Of)
Atlantic Beach, FL (City Of)
Biscayne Park, FL (Village Of)
Bradenton, FL (City Of)
Broward County, FL
Cape Coral, FL (City Of)

Contract Owner
Casselberry, FL (City Of)
Clay County, FL
Clearwater, FL (City Of)
Cocoa, FL (City Of)
Collier County, FL
Columbia County, FL
Coral Gables, FL (City Of)
Coral Springs Improvement District, FL
Coral Springs, FL (City Of)
Daytona Beach, FL (City Of)
Debary, FL (City Of)
Deltona, FL (City Of)
Doral, FL (City Of)
Escambia County, FL
Florida
Florida Department of Transportation (FDOT)
Fort Lauderdale, FL (City Of)
Fort Myers, FL (City Of)
Franklin County, FL
Gainesville, FL (City Of)

Contract Owner
Hallandale Beach, FL (City Of)
Hardee County, FL
Hernando County, FL
Hialeah, FL (City Of)
Highlands County, FL
Holly Hill, FL (City Of)
Holmes Beach, FL (City Of)
Indian River County, FL
Jackson County, FL
Jacksonville Beach, FL (City Of)
Jupiter Island, FL (Town Of)
Lake County, FL
Lakeland, FL (City Of)
Lauderdale Lakes, FL (City Of)
Lauderhill, FL (City Of)
Leon County & the City of Tallahassee, FL
Liberty County, FL
Longboat Key, FL (Town Of)
Lynn Haven, FL (City Of)
Manatee County, FL

Contract Owner
Margate, FL (City Of)
Marianna, FL (City Of)
Martin County, FL
Melbourne, FL (City Of)
Miami Beach, FL (City Of)
Miami Shores Village, FL (Village Of)
Miami, FL (City Of)
Miramar, FL (City Of)
Nassau County, FL
New Smyrna Beach, FL (City Of)
Newberry, FL (City Of)
North Port, FL (City Of)
Northwest Florida Water Management District
Ocoee, FL (City Of)
Ormond Beach, FL (City Of)
Oviedo, FL (City Of)
Palm Bay, FL (City Of)
Palm Beach Gardens, FL (City Of)
Palm Beach, FL (Town Of)
Palmetto, FL (City Of)
Pembroke Pines, FL (City Of)
Polk County, FL
Port St. Lucie, FL (City Of)
Rockledge, FL (City Of)
Sarasota County, FL
Seminole County, FL
South Broward Drainage District (SBDD), FL
South Daytona, FL (City Of)
South Florida Water Management District
South Miami, FL (City Of)
St. Johns County, FL
Sumter County, FL
Sunrise, FL (City Of)
Taylor County, FL
The Villages, FL (City Of)
Wakulla County, FL
Wellington, FL (Village Of)
West Palm Beach, FL (City Of)
West Park, FL (City Of)
Winter Park, FL (City Of)

Contract Owner
Atlanta, GA (City Of)
Brunswick, GA (City Of)
Bryan County, GA
Columbia County, GA
Effingham County, GA
Forsyth County, GA
Garden City, GA (City Of)
Glynn County, GA
Gordon County, GA
Macon-Bibb County, GA
Peachtree City, GA (City Of)
Rockdale County, GA
Savannah, GA (City Of)
Thunderbolt, GA (Town Of)
White County, GA
Whitfield County, GA
Indianapolis, IN (City Of)
Pendleton County, KY
Alexandria, LA (City Of)
Covington, LA (City Of)
Denham Springs, LA (City Of)
East Feliciana Parish, LA
Gonzales, LA (City Of)
Jefferson Parish, LA
Kenner, LA (City Of)
Kinder Drainage District #2
New Orleans, LA (City Of)
Ouachita Parish, LA
Scott, LA (City Of)
Shreveport, LA (City Of)
Sorrento, LA (Town Of)
St. Helena Parish, LA
St. Martin Parish, LA
St. Mary Parish, LA
St. Tammany Parish, LA
Harford County, MD
Montgomery County, MD
State of Maryland
Worcester County, MD
Boone County, MO
Gautier, MS (City Of)
Brunswick County, NC
Burlington, NC (City Of)

Contract Owner
Craven County, NC
Hyde County, NC
Johnston County, NC
Lee County, NC
New Hanover County, NC
North Carolina, Department Of Public Safety (NC DPS)
Onslow County, NC
Pender County, NC
University of North Carolina Wilmington (UNCW)
Wayne County, NC
Oklahoma
Oklahoma Environmental Management Authority (OEMA)
Chester County, PA
Montgomery County, PA
U.S. Army Corps of Engineers (USACE)
Beaufort County, SC
Berkeley County, SC
Bluffton, SC (Town Of)
Horry County, SC. Solid Waste Authority (HCSWA)
Oconee County, SC
Rock Hill, SC (City Of)
South Carolina Department of Transportation (SC DOT)
Summerville, SC (Town Of)
Castlewood, SD
South Dakota (State of)
Hamilton County, TN
Maury County, TN
Albemarle County, VA
Fairfax County, VA
Manassas, VA (City Of)
Norfolk, VA (City Of)
Virginia Department of Transportation (VDOT) (Fred District Only)
Vermont (State of)
Tacoma, WA (City Of)

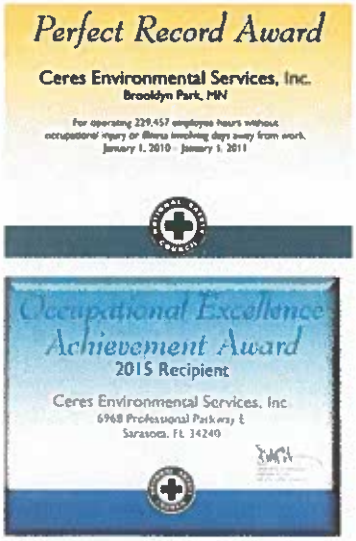
4 SAFETY RECORD

Employee and contractor safety is the ultimate goal of Ceres Environmental Services, Inc. Each employee and contractor – from upper management to equipment operator – has the responsibility to conduct our business operations in a safe manner without injury to persons; interruption of production; or damage to property, equipment, or materials. Ceres has developed a Corporate Health and Safety Program that details authorities and responsibilities regarding the overall corporate safety and health program. This plan provides mechanisms for communicating responsibilities and expectations of all personnel regarding workplace safety and health.

A current milestone in our safety portfolio is our **exceptional rating** with the Federal Motor Carrier Safety Administration (FMCSA) of 24 inspections in the previous 24 months, Ceres combined out of service rate for vehicle, driver and HAZMAT inspections is zero in six (6) driver and HAZMAT categories. Ceres has a perfect record, substantially below the national average, in the remaining three (3) vehicle categories.

In 2021, following Hurricane Ida, Ceres performed debris management and removal for much of Louisiana, including three zones in the City of New Orleans and the North and South Shore areas of Lake Pontchartrain. During this response, we had a total of 13 projects with self-performing crews and 75 subcontractors. Ceres worked 71,958 employee hours and incurred 1,706,789 truck miles while hauling 2,630,744 cubic yards of debris. **These projects saw zero recordable or lost time incidents.**

Ceres worked approximately **650,000 manhours without a single lost time injury** in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.



Ceres takes special care to minimize the risk of injury in the disaster area to both our workers and the general public – safety first – and as result of our very successful efforts, Ceres received the **National Safety Council Perfect Record Award** for operating nearly 230,000 employee hours without occupational injury or illness in 2010.

We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses.

Current OSHA Violations and EMR Rating

Ceres Environmental Services, Inc. has had zero OSHA violations in the past three (3) years. Ceres' current EMR rating is .79, showing that Ceres takes the safety of our personnel and the public seriously. Refer to the letter from our insurance company that follows.

Risk Rewarded

August 29, 2023

Lindsay Henderson
Ceres Environmental Services, Inc.

RE: Experience Modification History

Dear Lindsay:

Following is the last several years of Experience Modification Factor history as it was applied to your workers compensation policies:

Effective Date	Expiration Date	Modification Factor
9/1/2023	9/1/2024	.79
9/1/2022	9/1/2023	1.20
9/1/2021	9/1/2022	1.34

If you should have any questions, do not hesitate to contact me.

Sincerely,

Erin Landwehr

Erin Landwehr
Client Manager

225 SOUTH SIXTH STREET
SUITE 1900
MINNEAPOLIS, MN 55402-4239
612-349-2400

4.2 Health and Safety Plan

Employee and contractor safety is the ultimate goal of Ceres Environmental Services, Inc. Each employee and contractor – from upper management to equipment operator – has the responsibility to conduct our business operations in a safe manner without injury to persons; interruption of production; or damage to property, equipment, or materials. Ceres has developed a Corporate Health and Safety Program that details authorities and responsibilities regarding the overall corporate safety and health program. This plan provides mechanisms for communicating responsibilities and expectations of all personnel regarding workplace safety and health.

As a part of the Plan, Ceres recognizes and follows all requirements of EM 385-1-1, and adherence and compliance with the federal OSH plan, and all applicable State OSH plans. Key elements of the Ceres corporate-wide safety and health program are management commitment, supervisory accountability, and employee support and collaboration. Everyone is expected to comply with established work practices; to actively participate in the safety programs and initiatives of this company; and to be responsible for his or her personal safety and the safety of others.

These plans have been established to provide mechanisms through which Ceres can communicate responsibilities and expectations of all personnel regarding workplace safety. Everyone is expected to comply with the established work practices, to assume responsibility for their own safety, and to actively participate in the safety programs of this company.

Responsibilities

Workplace safety is the responsibility of every individual associated with this organization, for it is only with the continuous and combined effort of all individuals that a safe work environment can be developed and maintained. Specific responsibilities for safety have been established for the executive, managerial, supervisory and employee levels of this organization. The following responsibilities are considered the minimum effort and responsibility that is expected of all individuals.

Executive

Executive leadership and commitment are paramount to the success of any safety program. The role of the executive includes the following functions:

- Issuance of a formal health and safety policy
- Support of health and safety program development and implementation
- Protection of company assets, including personnel and property
- Commitment to providing products and services produced in a safe environment

Managers

Managers have the overall responsibility of ensuring safety programs and procedures are properly developed and implemented. Managers are responsible for:

- The implementation and maintenance of health and safety programs
- Ensuring compliance with applicable federal, state, and local health and safety regulations applicable to each work site
- Monitoring accident trends and implementing appropriate corrective actions to reverse or control the trend
- Ensuring all accidents are promptly and thoroughly investigated
- Ensuring all safety rules, programs, and procedures are enforced
- Ensuring appropriate equipment and materials are provided in support of safety programs
- Ensuring communication between supervisors, employees, and contractors is maintained regarding job and site safety requirements
- Ensuring appropriate training and educational programs are provided to all supervisors and employees
- Actively participating in safety committee activities and monitoring recommendations and corrective actions
- Auditing this program on at least an annual basis for company compliance with the stated policies and for areas of potential improvement

Supervisors

Supervisors are generally responsible for creating a safe work environment and for integrating safe work practices and procedures into work activities. Supervisors are responsible for:

- Providing a hazard-free or controlled work environment for all personnel
- Educating employees in safe work procedures and techniques
- Enforcing the use of safety equipment and safe work procedures
- Ensuring the site is properly secured prior to work activities
- Conducting regular meetings with site workers and contractors regarding project activities, procedural changes, and safety requirements
- Supervising and evaluating overall worker performance and implementing appropriate corrective measures as needed to protect all site personnel
- Monitoring the work site regularly for human, situational, or environmental factors that could cause or contribute to accidents and implementing appropriate controls
- Investigating promptly all accidents to identify contributing factors or actions and implement corrective actions to prevent a recurrence
- Actively supporting safety committee functions and employee educational and training programs

Employees

Well-trained and educated employees are the greatest asset against injury, damage and illness in the workplace. Executives, managers, and supervisors are responsible for developing, implementing and enforcing the safety policies, programs and procedures, but employees have the ultimate responsibility of combining these work practices with job activities on a daily basis. Employees are responsible for:

- Observing safety rules and procedures
- Recognizing and reporting observed potential hazards to the Field Supervisor
- Maintaining safety equipment in good condition and ensuring damaged equipment is repaired or replaced
- Developing good health, hygiene, and housekeeping practices
- Reporting all accidents and injuries immediately
- Participating in safety committee activities and training or educational programs

Identifying and Controlling Hazards

The identification and control of hazards can be accomplished by several means. One method employed by Ceres regularly is that of the Activity Hazard Analysis (AHA). The purpose of the AHA is to evaluate job activities relating to each project, identify potential hazards associated with each activity, and determine appropriate control measures. Such safety concerns are reviewed in project start-up safety meetings and subsequent weekly toolbox meetings, or as otherwise needed, to ensure all site personnel are aware of the concerns and the control measures or practices.

The Field Supervisor is responsible for ensuring completion of the AHA using the form included in this section of our proposal. Copies will be submitted to the Project Manager for review and comment prior to the start-up safety meeting or toolbox meeting. The Field Supervisor retains the original AHA forms in the project safety records file along with documentation of meetings with employees regarding the AHAs.

Accident Investigation

The prompt investigation of any accident or incident is an important tool that can be used to identify hazards and control measures. The purpose of accident investigation is to determine the hazards or conditions that contributed to the occurrence, and then determine appropriate control measures or corrective actions to eliminate or control those hazards or conditions.

All accidents, whether or not a recordable injury is involved, are investigated as soon as possible following the incident and at least within 24 hours. Recordable injuries are those where the injured party lost time from work, received medical attention beyond basic first aid, or was placed on a work restriction because of the injury.

Supervisory Investigation

Every recordable injury must be investigated as soon as possible following the accident. Non-recordable incidents are also investigated, and corrective actions implemented to prevent a recurrence with potentially more serious consequences. Each investigation must be documented using the Supervisor's Investigation Report included at the end of this section of our proposal. Indicate on the report whether the accident involved a recordable injury.

Management Review

Management will review each investigation report and provide additional input regarding corrective measure, if appropriate, and assist in ensuring corrective actions are implemented.

Management will also review all investigation reports periodically, and at least annually, to evaluate any trends or recurring problems and whether additional controls are needed. This analysis identifies those job functions where injuries occur most frequently and reviews the types of injuries that occurred. The company frequency and severity rates are also calculated and compared to the national average for the industry. Management includes this review process as part of the meeting agenda for the safety committee.

Record Keeping

All incidents should be recorded on the Accident Investigation Reports. Recordable injuries must be reported on the First Report of Injury form which is submitted to the Minnesota Occupational Safety and Health Administration department. All recordable injuries must also be documented on the OSHA 200 log which must be posted in the workplace annually between February 1 and March 1 for the prior calendar year.

Communication and Training

Ceres has developed a number of training and educational programs for their employees which vary depending upon job function and responsibilities. The contents of the AWAIR program and the Occupational and Preventative Medicine Program will be reviewed during New Employee Orientation and the annual Employee Right-to-Know training sessions.

Work-related hazards and control measures will be reviewed with site personnel at the project start-up safety meeting or during toolbox meetings held weekly throughout the duration of a project.

Communication is also facilitated between all company personnel through the Safety Committee. The function of the safety committee is to create and maintain an active interest in safety and to develop practices and procedures that will help eliminate or reduce workplace hazards.

The members of the safety committee meet on a regular basis to discuss matters such as accidents and control measures, employee concerns, and new operations or equipment. The minutes of each meeting will document the date, time and attendees of the meeting along with items discussed, the outcome of any inspections, new business, the status of prior or outstanding business, general comments, task assignments, and a tentative date for the next meeting.

Enforcement

Enforcement of safe work practices and procedures at the job site will be enforced by the Field Supervisor and Project Manager in accordance with the Ceres Disciplinary Action Standard Operating Procedure. Disciplinary Actions that may be administered by the Field Supervisor or Project Manager include verbal warning, written warning, and removal from the job. Disciplinary Actions for serious offenses, such as those violating company drug and alcohol use policies or some other offense resulting in endangerment of the employee or co-workers, will be administered by a Human Resources representative or Officer of the Company. Such actions may include suspension or termination. Please refer to the Ceres SOP regarding Disciplinary Actions for further details.

Any disciplinary action administered by the Field Supervisor or Project Manager must be documented. Safety Violation Notice forms are included at the end of this section of our proposal for such purposes. A copy of any such completed forms must be forwarded to Human Resources and the original retained in the job files by the Field Supervisor or Project Manager.

Occupational and Preventative Medicine Program

Purpose

We consider the health and safety of each of our employees to be of primary importance. Our objective is to conduct our business in the safest possible manner consistent with the Occupational Health & Safety Act, applicable contract regulations and good company health and safety practices.

Management recognizes the right of workers to work in a safe and healthy work environment. All employees, subcontractors, supervisors, and visitors will be held accountable for their health and safety performance.

The attitudes and cooperation of all in the promotion of accident prevention will assist in achieving our goal to make the job sites of Ceres Environmental Services, Inc. a safe place to work.

Policy – Preventative Medicine

Ceres Environmental Services, Inc. offers preventive immunization services for its employees who are assigned field responsibilities relating to disaster recovery/emergency response clean-up activities and/or contracts.

The services may include but are not limited to offering of immunizations, evaluations, treatments, and analysis of job exposures. Some jobs or work locations may require a pre-placement medical examination such as Commercial Drivers as required by (FMCSA 49 CFR 391.41). Some jobs may require immunizations such as remediation, decontamination or similar tasks. Employees should contact Ceres Corporate Health and Safety Manager to see what immunizations may be required and available.

An employee who is concerned about an exposure that could affect his or her health should tell his or her supervisor. The supervisor and Ceres Health and Safety Manager can analyze the potential exposure, provide information, and/or make appropriate immunization recommendations.

The following forms are used by Ceres health and safety staff.

ACCIDENT/INCIDENT INVESTIGATION REPORT
HR-016
(07/11/2000)

Employer: _____
Employee: _____ Age: _____
Position: _____

Incident Date: _____ Day: _____ Time: _____

Description of Incident: _____
_____

Nature of Injury/Property Damage: _____
_____
_____

Contributing Factors: _____
_____
_____

Type of medical treatment provided and location: _____
_____

Loss Severity Potential: High/Major _____ Medium/Serious _____ Low _____

Probable Recurrence Rate: Frequent _____ Occasional _____ Rare _____

Actions implemented to prevent recurrence: _____
_____
_____
_____

Supervisor/Manager: _____
Name (please print) Date

Investigated by: _____
Name Date

Reviewed by: _____
Name Date

CERES ENVIRONMENTAL SERVICES, INC.
ACTIVITY HAZARD ANALYSIS

Project Number:_____ Location:_____
Date:_____

ACTIVITY	POTENTIAL HAZARD	RECOMMENDED CONTROLS

AHA conducted by: _____ Date: _____
Name (printed)

ACTIVITY HAZARD ANALYSIS

ASSESSMENT GUIDELINES

When conducting an assessment for potential hazards, sources of the following conditions and situations should be surveyed:

- motion
- temperature extremes
- chemical exposures
- hazardous dusts
- radiation
- sharp objects
- falling objects
- rolling or pinching hazards
- electrical hazards
- compression or impact hazards

The information obtained during the assessment should then be organized and evaluated to determine control points and appropriate personal protective equipment. Equipment should be selected based on the potential hazard and guidelines contained in the respective ANSI standard. Where appropriate, equipment must be fit to the employee and training will be completed for all employees prior to equipment use.

A document must be prepared and retained on site that certifies the evaluation has been completed and that identifies the area(s) evaluated, date, observations, and the identity of the individual certifying that the evaluation was completed. The AHA form included in this section of our proposal may be used to document the evaluation.

CERES ENVIRONMENTAL SERVICES, INC.

PERSONAL PROTECTIVE EQUIPMENT/AHA TRAINING LOG

Date:_____ Trainer:_____

Location/Activity:_____

Information Reviewed:_____

_____

_____

PPE Issued and/or Procedures Implemented:_____

_____

_____

Employees Receiving Training:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Reviewed by:_____ _____
Name (printed) Name (signature)

Date:_____

CERES ENVIRONMENTAL SERVICES, INC.

SAFETY HAZARD REPORT

Date:_____ Time:_____ Location:_____

Description of Hazard:_____

_____

_____

_____
Signature of Reporting Employee

Safety Committee:

Corrective Action Priority: ☐ Immediate
☐ Within 8 hours
☐ Within 48 hours

_____
Signature of Authorizing Supervisor

Corrective Action Taken:_____

_____

_____

Work Completed by:_____ _____
Name (printed) Name (signature)

Date:_____ Time:_____

Safety Violation Notice

Date of Violation: _____

Employee: _____

Supervisor: _____

The employee cited above violated company safety policy as stated below:

_____

_____

This employee was instructed in the safe working practices with regard to this violation.

_____ _____

Supervisor's Signature Date

_____ _____

Employee's Signature Date

_____ First Violation

_____ Second Violation

_____ Third Violation

_____ Fourth Violation

I. Administration of the four-step disciplinary system in regard to violations of this policy. The system is as follows:

a. First Violation: Verbal warning; notation for personnel file.

b. Second Violation: Written warning; copy for file or personnel office.

c. Third Violation: Written warning; three-day suspension without pay.

d. Fourth Violation: Termination of Employment.

CERES ENVIRONMENTAL SERVICES, INC.

SUPERVISOR/SAFETY COMMITTEE SAFETY INSPECTION REPORT

NOTE: Explain in detail and/or submit recommendations in "Comments" section for all items in the "Needs Action" column. Document completion of recommendations and/or "Needs Action" items in "Follow up" column.

Date:_____ Time:_____ Location:_____

		Satisfactory	Needs Action	Follow up
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

Comments/Recommendations:_____

_____

_____

Inspected by:_____ Date:_____
Name (printed)

Reviewed by:_____ Date:_____
Name (printed)

REQUEST FOR PROPOSAL

THIS IS NOT AN ORDER

CITY OF TYLER
Purchasing Department
304 North Border
Tyler, Texas 75702

Telephone: (903) 531-1232

June 26, 2024
DATE MAILED

Proposal No: 24-025
(Number must appear on ALL correspondence)

Closing Time: 2:00 pm

Closing Date: July 9, 2024

Addressed To:

Please respond according to the instructions indicated below for the articles described. To be considered, the proposal must be submitted according to the City of Tyler instructions. All items or services called for must be in strict accordance with the requirements and specifications attached hereto or furnished upon request.

INSTRUCTIONS:
1. Keep duplicate copies of the proposal for your files.
2. Federal Excise Taxes are exempted, as well as Federal Transportation Tax, State Tax, and City Sales Tax.
3. Return this form if unable to provide a proposal.
4. Specify the Trade name or brand in space, if applicable.

Purchasing Manager

Sealed proposals to furnish the following will be received in the Purchasing Office @ 304 North Border, Tyler, Texas 75702, Attn: Sherry Pettit until July 9, 2024, and opened by City Staff in the City Council Chambers @ 212 North Bonner, City Hall, 2nd Floor @ 2:00 pm on July 9, 2024.

RFP for Disaster Debris Removal Reduction, Disposal, and other Emergency Debris Related Services

PROPOSAL IDENTIFICATION: The proposal number, closing time, date, and requested item must appear on the outside of the envelope in the lower left-hand corner.

DATA SHEETS: All responders must complete each specification data sheet in the spaces provided on each bid item, as well as all information requested on the price datasheet. The price, data, and specifications sheet are hereby made a part of this proposal.

DELIVERY: Delivery must be stated in your proposal on the data sheet as the number of calendar days from the date of order.

The City of Tyler reserves the right to reject any and/or all proposals, to waive any and/or all formalities, and to award amount, or individual item basis.

In submitting the above, the vendor agrees that acceptance by the City of Tyler within a reasonable period purchase total amount, partial constitutes a binding agreement.

In submitting the above request and attached proposal to the City of Tyler, I hereby certify that we have not participated in nor been a party to any collusion, price fixing or any other agreements with any company, firm, or person concerning the pricing of the enclosed proposal.

Net 30
INVOICING TERMS

Ceres Environmental Services, Inc.
COMPANY NAME

July 8, 2024
DATE

Tia Laurie, Corporate Secretary
AUTHORIZED REPRESENTATIVE (print)

SIGNATURE

See other side for TERMS AND CONDITIONS

* All Proposals Must Be Signed

TERMS AND CONDITIONS

Proposals are requested for furnishing the items described herein in accordance with the terms set forth. **ALL PROPOSALS MUST BE F.O.B. DESTINATION** and include the cost of boxing and cartage to the delivery point as stated on this form.

In the case of default, the City of Tyler, Texas reserves the right to hold the original bidder or contractor liable for any and all resultant increased costs.

Samples, if requested by the City of Tyler, must be furnished at the bidder's expense, and if not destroyed in testing or retained as a standard, will be returned on the same terms, if requested by the bidder.

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the City, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

All discounts, if applicable, shall be shown in discount amount space provided on data sheets - **EXCEPT IN TERMS FOR PROMPT PAYMENT.**

For proper identification; proposal number, closing time, date, and item requested must appear on outside of envelope in lower left hand corner.

If delay in delivery as specified on the purchase order is foreseen, supplier shall give written notice to Purchasing Office immediately. The City has the right to extend the delivery date if reasons appear valid. Supplier must keep the City advised at all times of the status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the City of Tyler to purchase material elsewhere and charge full increase in cost and handling to the defaulting supplier and could also be reason for cancellation of the Purchase Order (at no expense to the City if the City of Tyler deems it necessary).

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Certificate of Interested Parties:
In accordance with Texas Government Code Sec. 2252.908, for certain contracts entered into on or after January 1, 2016, the successful bidder must submit a ***Certificate of Interested Parties*** (Form 1295) at the time the signed contract is submitted to the **CITY.** The law applies (with a few exceptions) only to a City contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the City Council before the contract may be signed or (2) has a value of at least $1 million.

The ***Certificate of Interested Parties*** (Form 1295) must be filed electronically with the Texas Ethics Commission using the online filing application located at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

If you need additional information about the Certificate of Interested Parties Form 1295 Procedure, contact Purchasing at (903) 531-1232.

City of Tyler, Texas
Disaster Debris Removal Reduction, Disposal, and other Emergency Debris Related Services RFP Package
(RFP# 24-025)
Tuesday, July 9, 2024

Introduction

The City of Tyler, Texas, is seeking applications for Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris-Related Services. The services provided shall be in accordance with this Request for Proposal (the "RFP").

The initial term of the merchant services agreement shall commence upon the City Council approval date and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

Overview

Request for Application ("RFP"):	Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris-Related Services
RFP#:	24-025
Application Deadline:	Tuesday, July 9, 2024, 2:00 PM CDT
Submission Location:	City of Tyler Purchasing Department Attn: Sherry Pettit 304 N Border Ave Tyler, Texas 75702
Confirmation of Receipt:	Immediately following the application deadline, applications will be opened, and a list of companies from whom applications were successfully received will be read aloud in the City Council Chambers at 212 N Bonner, City Hall, 2nd Floor, at 2:00 PM CDT.
Application Rejection:	Any applications received after the time and date stated above, regardless of circumstance and regardless of delivery method, will not be considered and will be returned unopened.

Questions

Questions or requests for additional information may be submitted no later than 3:00 PM CDT, Wednesday, July 3, 2024. **All inquiries must be submitted in writing; no verbal inquiries will be accepted.** Inquiries resulting in a material reconsideration of the intended scope of the RFP may be subsequently reflected in formal addenda to the RFP.

Contact

Sherry Pettit, Purchasing Manager
City of Tyler, Purchasing Department
304 North Border Ave.
Tyler, Texas, 75702
Email: spettit@tylertexas.com

Applicable Dates

Wednesday, June 26, 2024,	RFP Available to Prospective Applicants

Wednesday une 0 4 RFP Advertised

Wednesday uly 3 0 4 RFP Advertised

Wednesday uly 3 0 4 Dead ine for Questions or Requests for Additiona Information
(3:00 PM CDT)

Tuesday uly 9 0 4 Application Deadline
(2:00 PM CDT)

Wednesday uly 4 0 4 City Counci Consideration of Award
(9:00 AM CDT)

Submission of App ication

Sea ed app ications wi be accepted unti 2:00 PM CDT on **Tuesday uly 9 0 4** in the City of Ty er, Purchasing Department, Attn: Sherry Pettit, 304 N Border Ave., Ty er, Texas 75702. App ication enve opes sha be sea ed and conspicuous y designated on the front with:

"DO NOT OPEN – RFP# 4-0 5 Disaster Debris Removal Reduction Disposal and other Emergency Debris Related Services."

Note: App ications received after 2:00 PM CDT on **Tuesday uly 9 0 4** sha be considered void and returned unopened.

The sea ed app ication submission sha inc ude the fo owing:

1. One origina (so marked) and three (3) comp ete bound copies of the app ication.
2. One USB portab e disk drive containing:
    a. One digita copy of the comp ete app ication response, saved as a sing e Adobe-compatib e portab e document fi e (".pdf").
    b. One digita copy of the rates, fees & expenses schedu e, saved as a sing e Microsoft Exce fi e (".x sx").

Notices

Conf ict of Interested Parties (House Bi 1295)

In accordance with House Bi 1295, for certain contracts entered on or after January 1, 2016, the successfu bidder must submit a *Certificate of Interested Parties* (Form 1295) when the signed contract is submitted to the City and before the City can pay any re ated invoice. This app ies to any contract that must be approved by the City Counci , so a contracts va ued at greater than $50,000 fa under this ru e.

The *Certificate of Interested Parties* (Form 1295) must be fi ed e ectronica y with the Texas Ethics Commission using the on ine fi ing app ication ocated at:
https://www.ethics.state.tx.us/whatsnew/e f_info_form1295.htm.

Conflicts of Interest (Texas Local Government Code Chapter 176)

Applicants must comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City, including affiliations and business and financial relationships such persons may have with City officers and officials. By doing business or seeking to do business with the City, including submitting a response to this RFA, the Applicant acknowledges that it has been notified of the requirements of Chapter 176 of the Texas Local Government Code and is in compliance with them.

Conflict of Interest Questionnaire (Form CIQ) must be completed and turned in with each application: https://www.ethics.state.tx.us/forms/CIQ.pdf

Additional Notices

1. The Applicant shall not offer to, or accept from, gifts or anything of value from, or enter any business arrangement with, any employee, official, or agent of the City.
2. If there is any reason to believe that the applicants are colluding, one or all applications will be rejected.
3. The City of Tyler reserves the right to reject any or all the applications received, to further negotiate final terms and conditions beyond the scope of this RFP, to select, in the City's sole discretion, the most qualified application, to further communicate beyond the scope of this RFA with any Applicant, or to otherwise cancel or amend in part or wholly this RFP.
4. Applications shall be provided with a written commitment to remain valid, in both terms and conditions, for a period of not less than three (3) calendar months from the date of submission.
5. Neither the City, nor any employee, official or agent of the City shall be obligated to provide subsequent, individual communication with any prospective Applicant.
6. Applicants shall delineate which products and services are basic, which are enhancements, and the associated, differing costs thereof. All products and services shall otherwise be included and without additional expense to the City or the City's customers.
7. All charges and fees associated with the Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris-Related Services must be clearly and accurately included in the RFP response. The charges and fees represented in the RFP response shall overrule all previous agreements between the City and the Applicant, as they relate to the accounts and services included herein. The City shall not be obligated by any charges and fees not clearly and accurately presented in the RFP response. Services initiated after consummation of the Disaster Debris Removal, Reduction, Disposal, and other Emergency Debris-Related Services shall carry charges and fees mutually agreed to, in writing, by the City and the Applicant. Regardless of time delay, the Applicant shall refund or credit the City for any erroneous charges and fees not agreed to in writing. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees, rates, and conditions shall be fixed for the entire term, including extensions.
8. Recipients of this RFA are advised that nothing stated herein, or any part thereof, or any communication, shall be construed as constituting, offering, or awarding a contract, representation, or agreement of any kind between the City and any other party, save for a formal written agreement, properly executed by both parties.

9. All responses are subject to release as public information unless the response or specific parts of the response can be shown to be legally exempt from the Texas Public Information Act. Applicants are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of Applicants. If an Applicant believes that a response or parts of a response are confidential, then the Applicant shall so specify. The Applicant shall stamp in bold red letters the term "CONFIDENTIAL" on only that part of the response that the Applicant believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All responses and parts of responses that are not marked as confidential will be automatically considered public information. Notwithstanding, responses to this RFP shall be opened in a manner that avoids disclosure of the contents to competing Applicants and keeps the responses private during negotiations.

10. The City of Tyler will not be liable for any costs incurred by any Applicant in preparing a submittal in response to this RFP, conducting a presentation, or any other activities related to the application.

11. The City reserves the right to reject all applications and to waive all formalities except at the time of filing.

Basis of Award

The City will award the agreement to the Applicant whose response provides the best value for the City based on all factors that affect the price and performance of the required services, including, but not limited to, compliance with all RFP requirements, delivery, and the City's needs.

The City reserves the right to contact any Applicant at any time prior to the award to clarify, verify, or request information regarding any application. The City reserves the right to waive any formality or irregularity, to make awards to more than one Applicant, or to reject any or all applications.

Part I
General Conditions

1) Notice to Proceed

The City of Tyler shall issue an official written notice to proceed with the services referenced in this contract. Notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.). If the Consultant or Provider's authorized representative is on-site in the City of Tyler, then the written notice to proceed may be hand-delivered. Under no circumstances shall the City of Tyler be liable for any services rendered unless the written notice to proceed has been sent and received by the Consultant or Provider(s). The Consultant or Provider(s) must acknowledge receipt of the written notice to proceed.

2) Changes in Scope of Work

The City of Tyler Coordinator or Assistant City of Tyler Coordinators may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation, must be mutually agreed upon and incorporated by written amendment to the agreement.

3) Drug-Free Workplace

In the interest of job safety and to protect the public, other contractors, and the City of Tyler's employees from the consequences of accidents that are caused by worker abuse of controlled substances on City of Tyler projects, the bidder certifies by submission of its bid that it will make a good faith effort to maintain a drug-free job site.

4) Mobilization

Within 18 hours of notice to proceed from the City of Tyler, the Consultant or Provider will mobilize an Operations Manager to the City of Tyler. The Operations Manager will assist the City of Tyler in planning for

the operation and mobilization of Consultant or Provider personnel and equipment necessary to perform the work. If the Consultant or Provider does not send an Operation's Manager within 18 hours after the notice to proceed by the City of Tyler, the City of Tyler may then go to the next RFP-approved Consultant or Provider for their services instead of using the first Consultant or Provider.

Within 36 hours of notice to proceed from the City of Tyler, the Consultant or Provider shall mobilize equipment and resources in the City of Tyler to begin debris removal operations as directed by the City of Tyler Administrator. As part of the Consultant or Provider's mobilization effort, the Consultant or Provider(s) shall provide an on-site office trailer for the duration of the project or as directed by the City of Tyler.

5) **Safety**

The Consultant or Provider(s) shall be solely responsible for maintaining safety at all work sites, including the debris management site and debris collection sites. The Consultant or Provider(s) shall take all reasonable steps to ensure safety for both workers and visitors to the debris management site and debris collection sites. Safety at the debris management site and debris collection sites includes traffic control such as traffic cones and flag personnel. The Consultant or Provider(s) will also be solely responsible for ensuring that all OSHA requirements are met, and a safety officer assigned to the project for the duration of this contract.

6) **On-Site Project Manager**

The Consultant or Provider(s) shall provide an on-site project manager to the City of Tyler. The project manager shall provide a telephone number to the City of Tyler with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City of Tyler Debris Coordinators and/or City of Tyler authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City of Tyler coordination and damage repairs. Frequency of meetings may be adjusted by the City of Tyler Debris Coordinators. The Consultant or Provider(s)' project manager must be available 24 hours a day, or as required by the City of Tyler Debris Coordinators.

7) **Equipment**

a. All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacities.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner that withstands severe operating conditions. The sideboards are to be constructed of two-inch by six-inch boards or greater and not to extend more than two feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the City of Tyler's authorized representatives prior to its use by the Consultant or Provider(s).

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City of Tyler-approved debris management site or a City of Tyler-approved Final Disposal Site.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Consultant or Provider(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Consultant or Provider(s) mix debris hauled for others with debris hauled under this contract.

e. Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber-tired equipment must be approved for use on the road by the City of Tyler Debris Coordinators.

f. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the City of Tyler Debris Coordinators following

the event. All hand-loaded vehicles will receive an automatic 50 percent deduction for lack of compaction.

8) **Traffic Control**
The Consultant or Provider(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Consultant or Provider(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including the debris management site and debris collection sites. The Consultant or Provider(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Consultant or Provider(s). No further work shall take place until the deficiency is corrected. Neither the City of Tyler Debris Coordinators nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Consultant or Provider for traffic control is an overhead expense contemplated as part of the Consultant or Provider's compensation under the terms and conditions of the scope of services.

9) **Rapid Response Crew**
Consultant or Provider(s) shall be required to provide the City of Tyler with access to one or more Rapid Response Crews (RRC) as directed by the City of Tyler. The purpose of the Rapid Response Crews is to respond immediately to disaster-related debris piles as directed by the City of Tyler Debris Coordinators or the City of Tyler's authorized representative. The Rapid Response Crews assist in the overall cleanup effort by responding to and collecting disaster-related debris, which the City of Tyler deems a priority for overall City of Tyler recovery.

10) **Work Hours**
The Consultant or Provider(s) shall conduct debris removal operations generating noise levels above those normally associated with routine traffic flow during daylight hours only. Work may be performed seven days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City of Tyler and the Consultant or Provider(s). Unless otherwise directed, the Consultant or Provider must be capable of conducting volumetric reduction operations at the debris management site locations on a 24-hour, 7-day-a-week basis.

11) **Time of Completion**
The services shall commence upon written notice to proceed from the City of Tyler Coordinator or his designee. For each event in which the contract is activated, the City of Tyler and the Consultant or Provider will develop a project completion date. The project completion date may be revised if mutually agreed upon by the City of Tyler and the Consultant or Provider.

12) **Liquidated Damages**
Should the Consultant or Provider fail to complete the requirements set forth in this scope of work, the City of Tyler will suffer damage. The amount of damage suffered by the City of Tyler is difficult, if not impossible to determine at this time. Therefore, the Consultant or Provider shall pay the City of Tyler, as liquidated damages, the following:

a. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $5,000.00 per calendar day of delay to mobilize in the City of Tyler with the resources required to begin debris removal operations, within 36 hours of notice to proceed.

b. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $1,000.00 per load of disaster debris collected in the City of Tyler that is not disposed of at a City of Tyler approved debris management site or City of Tyler approved Final Disposal Site. Application of liquidated damaged does not release the Consultant or Provider of all liability associated with hauling and depositing material to an unauthorized location.

c. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $500.00 per incident where the Consultant or Provider fails to repair damages caused by the Consultant or Provider or subcontractor(s). Application of liquidated damages does not release the Consultant or Provider from the responsibility of resolving or repairing damages.

d. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $500.00 per calendar day of delay in completing the project by the agreed-upon completion date.

e. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $500.00 per calendar day of delay to remediate each debris management site to the original condition based on the completion date set forth by the City of Tyler and Consultant or Provider per the debris management site.

f. The Consultant or Provider shall pay the City of Tyler, as liquidated damages, $100.00 per incident where the Consultant or Provider fails to provide sufficient documentation to the City of Tyler to support FEMA eligibility of the work performed. Additionally, no payment will be made for the work performed. This liquidated damage will only apply when the contract is activated for a FEMA-eligible disaster.

The amounts specified above are mutually agreed upon as the reasonable and proper amount of damage the City of Tyler should suffer by the Consultant or Provider's failure to complete the requirements set forth in the scope of work.

13) Damages

a. The Consultant or Provider(s) shall repair any damages caused by the Consultant or Provider's equipment in a timely manner at no expense to the City of Tyler. If there is a disagreement between a resident and Consultant or Provider(s) as to the repair of damages, the City of Tyler shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Consultant or Provider's expense. Failure to restore damage to public property or private property to the satisfaction of the City of Tyler will result in the City of Tyler withholding retainage money in an amount sufficient to make necessary repairs.

b. To the extent that the City of Tyler deems the Consultant or Provider(s) negligent in management practices, the City of Tyler may withhold from retainage money or invoice the Consultant or Provider(s) for time and material costs associated with resolving issues or damages related to the Consultant or Provider's work.

14) Existing Utilities

Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be the Consultant or Provider's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e., water and sewer). The Consultant or Provider(s) shall pay all such costs to the utility company for any adjustments.

The City of Tyler may choose either to have the Consultant or Provider(s) make the necessary repairs or have the Consultant or Provider(s) pay all costs incurred to repair damaged utilities caused by the Consultant or Provider, as determined by the affected utility company. The Consultant or Provider(s) shall repair all municipal and privately owned utilities.

15) Debris Site Tower Specifications

The Consultant or Provider(s) shall provide as many towers as designated by the City of Tyler at each dumpsite for the use of the City of Tyler authorized representatives during their inspection of dumping operations. If the ingress and egress of a debris management site are of a significant distance that the City of Tyler or its authorized representative is unable to verify the entering and exiting trucks, then the Consultant or Provider(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum 8 feet by 8 feet of usable floor area, be covered by a roof with 2 feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level, and extending up 4 feet on all 4 sides. The expense incurred by the Consultant or Provider for the construction of towers is an overhead expense contemplated as part of the Consultant or Provider's compensation under the terms and conditions of the scope of services items 6, 7, and 8.

Care shall be taken to place the tower(s) at a sufficient distance from any reduction/dumping operations. If necessary, the City of Tyler Debris Coordinators may temporarily suspend dumping operations due to unsuitable conditions at the tower.

16) Facilities at The Debris Management Site Locations

The Consultant or Provider(s) shall provide as many portable toilets as designated by the City of Tyler at each dumpsite for the use of the City of Tyler's authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to the start of any dumping operations and kept in a sanitary condition by the Consultant or Provider(s) throughout the duration of dumping operations. The expense incurred by the Consultant or Provider(s) for the operation of portable toilets is an overhead expense contemplated as part of the Consultant or Provider's compensation under the terms and conditions of the scope of services items 6, 7, and 8.

17) Ownership of Debris

All debris residing in the City of Tyler and the City of Tyler provided the debris management site, shall be the property of the City of Tyler until final disposal at a properly permitted disposal site.

18) Environmental Protection

All fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Consultant or Provider(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

Consultant or Provider(s) and subcontractors shall not perform maintenance on over-the-road equipment at the debris management sites. Maintenance of equipment that typically remains at the debris management sites (e.g., track hoes, front-end loaders, grinders, etc.) may be conducted at the TDMS, provided best management practices are followed, and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

The Consultant or Provider(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City of Tyler Debris Coordinators. The Consultant or Provider(s) shall comply in a timely manner with all directions of the City of Tyler Debris Coordinators regarding the use of a water truck or other approved dust abatement measures.

The Consultant or Provider(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

The Consultant or Provider(s) shall immediately report and document all incidents to the City of Tyler Debris Coordinators or the authorized representative that affect the environmental quality of the debris management site such as, but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.

The Consultant or Provider must notify the City of Tyler regarding any fluid or chemical spillage so that the City of Tyler or its authorized representative can review and approve the clean-up.

19) Documentation and Measurement

The Consultant or Provider is responsible for ensuring that all labor and equipment used for Emergency Push activities are certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

All Consultant or Provider(s) trucks used for collection and hauling of debris from the City of Tyler ROW to City of Tyler approved debris management sites or City of Tyler approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City of Tyler or City of Tyler -authorized representative. The Consultant or Provider shall provide a representative to attest to the certification/measuring process. It is the Consultant or Provider's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of Tyler of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Consultant or Provider name, assigned truck number, and other pertinent information, as determined by the City of Tyler Debris Coordinators. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City of Tyler authorized representative each time it returns to work from other contracts or communities.

The Consultant or Provider(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

Load tickets will be provided by the City of Tyler or its authorized representative to record volumes of debris removal. Unit rate tickets will be provided by the City of Tyler or its authorized representative for documenting unit rate services, such as hangers or leaning tree removal. Only tickets designated and approved by the City of Tyler will be authorized for use.

Each ticket shall be used to document the location where the disaster-related debris was collected (i.e., street address) and the amount picked up, hauled, reduced, and disposed of. Consultant or Provider(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement, and City of Tyler authorized representative name and signature. No payment will be made by the City of Tyler for incomplete load or unit rate tickets submitted for payment.

Load tickets will be issued by an authorized representative of the City of Tyler at the collection site. The City of Tyler authorized representative will complete the applicable portion of the load ticket and provide the load ticket to the vehicle operator. Upon arrival at the debris management site or the City of Tyler approved Final Disposal Site, the vehicle operator will present the load ticket to the City of Tyler authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City of Tyler authorized representative present at the debris management site or the City of Tyler approved Final Disposal Site. The City of Tyler authorized representative will validate, enter the estimated debris quantity, and sign the load ticket.

Loads of processed (e.g., chipped) debris being hauled from a debris management site to a City of Tyler-approved Final Disposal Site will follow the same load ticket procedures. A City of Tyler authorized representative will initiate the load ticket at the TDMS. Another City of Tyler authorized representative will validate and sign the ticket at the City of Tyler approved Final Disposal Site.

The Consultant or Provider(s) shall give written notice of the location for work scheduled 24 hours in advance.

20) Payment

The City of Tyler, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Consultant or Provider(s) will be provided with copies of this documentation. These documents will be used by the Consultant or Provider as backup data for invoice submittals. Work not ticketed or not authorized by the City of Tyler will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacities, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the City of Tyler be responsible for unpaid incomplete tickets.

Private property debris removal operations will be invoiced separately from ROW collection operations. The City of Tyler reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW), etc.) and program (ROW collection, private property debris removal, etc.).

Invoices shall be submitted to the City of Tyler's authorized representative on a bi-weekly basis. All invoices must be submitted in electronic copy (Microsoft Excel format) of the invoice detail. Contact information to send email electronic invoices will be provided at the time of event.

The invoice detail must consist of a tabular report listing all ticket information required by the City of Tyler. Invoice detail submittals will be checked against City of Tyler records. City of Tyler records are the basis of all payment approvals. Only 100 percent accurate and complete invoices shall be forwarded by the City of Tyler's authorized representative to the City of Tyler for payment.

A 5 percent retainage will be withheld from each reconciled invoice until the end of the project. To recover the retainage, the Consultant or Provider(s) must successfully complete and receive a letter of completion from the City of Tyler, for

all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City of Tyler to repair damages caused by the Consultant or Provider(s) to public or private property.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris removed in the contract.

The Consultant or Provider is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Consultant or Provider shall execute release waivers with all subcontractors to release the City of Tyler from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City of Tyler prior to final retainage release.

Payment for disposal cost incurred by the Consultant or Provider(s) at the City of Tyler approved Final Disposal Sites will be made at the cost incurred by the Consultant or Provider. The Consultant or Provider(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City of Tyler approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City of Tyler approved Final Disposal Site, and proof of Consultant or Provider payment to the City of Tyler approved Final Disposal Site.

Consultant or Provider(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City of Tyler Debris Coordinators. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Consultant or Provider's final invoice.

When this contract is activated for an event funded by state or federal funds, the Consultant or Provider will comply with all requirements of the state or federal government applicable to the use of the funds. Additionally, when this contract is activated for an event funded by state or federal funds, the City of Tyler will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA), unless the City of Tyler otherwise agrees in writing.

The Consultant or Provider will retain all records pertaining to the services and the contract for these services and make them available to the City of Tyler for a period of seven years following receipt of final payment for the services referenced herein.

21) Regulation 41 C.F.R. Park 60-1.4(b)

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractors 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.
2. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he as 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.
4. 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.
5. 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 the administering agency and the Secretary of Labor to access his books, records, and accounts for purposes of

investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this 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 the 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.

7. 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.

22) **Davis Bacon Act and Copeland Anti-Kickback Act**

1. 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.

2. 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 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 these contract clauses.

3. 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."

23) **Contract Work Hours and Safety Standards Act**

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency of 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 amounts of money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

24) Clean Air Act and the Federal Water Pollution Control Act

The following provides a contract clause concerning compliance for contracts of amounts more than $150,000:

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (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.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (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.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

25) Suspension and Debarment

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

2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and

must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

3. 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.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26) **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.

Ceres Environmental
The Contractor, Services, 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.

Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary
Name and Title of Contractor's Authorized Official

July 8, 2024
Date

27) **Procurement of Recovered Materials**

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

(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—

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

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

28) **Access to Records**

The following access to records requirements apply to this contract:

1. 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.

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

3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

29) **Compliance with Federal Law, Regulations, and Executive Orders**

All non-Federal entities must place into their contracts an acknowledgment that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal laws, regulations, executive orders, and FEMA policies, procedures, and directives. See Standard Form 424D, ¶ 19; Chapter IV, ¶ 10.b.v; Appendix C, ¶ 3.

30) **No Obligation by the Federal Government**

The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the 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.

31) **Program Fraud and False or Fraudulent Statements or Related Acts**

The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

32) **Escalation**

Price re-determination shall only be considered by the City of Tyler 45 days prior to the anniversary date of initial contract award and subsequent renewals and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law; Federal/State unemployment taxes; F.I.C.A.: Insurance Coverage rates, etc.). The City of Tyler reserves the right to reject any/all of the price re-determination as it deems to be in the best interest of the City of Tyler.

33) Texas House Bill 89, which went into effect on 9-1-17, forbids Texas government entities from contracting with any company that excludes or boycotts Israel. Also, Senate Bill 252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan, or foreign terrorist organizations. If your company falls into either of these new state laws, please disclose this in your bid response and provide details of which law your company falls under. Also, the vendor who wins a bid award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. If you do not disclose this with your bid proposal, the city will assume you will comply with this requirement. If you need to provide the city any detail regarding these new laws, please attach details as needed. Please sign below as verification that your company is not excluded from contracting with the City of Tyler by either Texas law.

SPECIAL CONDITIONS

1. **The Insurance Requirement Affidavit should be submitted as part of the proposal. This form is simply a confirmation from your insurance company that you will be able to provide the insurance requirements should you be the chosen company.**

2. **The Insurance Certificate must be submitted and issued with the City listed as the certificate holder within 10 days of notice of award. Cancellation Policy must read as follows:**

   "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing insurer will mail a 30 day written notice to the certificate holder named to the left."

3. **By signing the proposal sheet, the representative has read and understands all plans, specifications, and general design standards involved with this project.**

4. **Payment, and Performance bonds will be required of the winning vendor, so please factor those costs into your bid response. The city will require that you use the standard city forms for these three bonds, and copies are included in this bid package.**

5. **All responders must submit a Bid Bond on the city form based on 5% of your bid total.**

Part II

A. GENERAL INFORMATION

1. SCOPE

The City of Tyler is seeking to issue a single RFP for services. The City of Tyler is requesting proposals from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the City of Tyler to eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure the economic recovery of the affected community. Consultants or Providers shall provide disaster recovery technical program management assistance to City of Tyler officials. Work under this proposal will be utilized on an "as needed" basis or when notice to proceed is given to the successful proposer(s).

The Consultant or Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agencies, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or other federal agencies, and other state relief programs regulations regarding eligibility. A primary, secondary, and tertiary Consultant or Provider may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. It is the intention of the City of Tyler to select the same primary, secondary, and tertiary Consultant or Providers.

Creativity is encouraged to provide a highly desired solution to the City of Tyler's needs as stated in the specifications. The City of Tyler desires to generate a revenue stream from the services provided through either a rental fee, commission on sales, or other arrangements.

Whatever method of pricing structure you choose should be explained in detail in the proposal and will ultimately become part of any contract awarded to your firm. The pricing shall be stated in such a manner so that it is easily understood and that the City of Tyler can reconcile a future invoice against the price proposal included in the awarded contract.

Services must be performed to the standards set by these specifications or payment requests will be rejected. All costs anticipated by the contractor(s) for which he (they) shall seek reimbursement MUST be included in the pricing stated in their proposal. This includes any delivery, fuel surcharge or other miscellaneous charges.

2. PRE-PROPOSAL CONFERENCE

None.

3. INQUIRIES

All questions regarding this solicitation shall be submitted to the City of Tyler Purchasing Manager through email @ spettit@tylertexas.com

4. STATEMENT OF QUALIFICATIONS

A statement of the qualifications and references of the Consultant or Provider must be submitted by completing the questionnaire provided herein. The City of Tyler may make investigations as necessary to determine the ability of the Consultant or Provider to perform the work. The City of Tyler reserves the right to reject any proposal unless evidence substantiates that the Consultant or Provider is properly qualified to carry out contractual obligations. Proposals will be considered only from qualified Consultants or Providers.

Consultants or Providers, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute and that they are fully prepared with the necessary capital, machinery, and material to begin the work promptly and to conduct it as required by these specifications.

5. LIST OF SUBCONTRACTORS

A list of subcontractors of the Consultant or Provider may be requested by the City of Tyler at any time during the project.

It is expressly understood that the City of Tyler has the right to disallow the use of any subcontractor.

6. STATEMENT OF FINANCIAL CONDITION

Upon request, a statement of the financial condition of the Consultant or Provider, as reflected by the most recently prepared financial statement, shall be submitted to the City of Tyler. Statements of Financial Condition may be considered public records unless marked "CONFIDENTIAL."

7. TERM OF CONTRACT

The initial term of the merchant services agreement shall commence upon the City Council approval date and end September 30, 2025. At the sole discretion of the City, it may be extended for up to three (3) additional one-year periods under the same terms and conditions.

The City of Tyler reserves the right to terminate its contract with the contractor at any time during the term of the contract, without cause, with a written thirty (30) notice to terminate and pay the contractor for work performed to date.

8. ESTIMATED QUANTITY/EXPENDITURES

The City of Tyler does not guarantee the amount of business that will be incurred by the contractor under any resulting agreement. For historical purposes, the City of Tyler has no estimate of future or past usage of a similar nature.

9. CITY OF TYLER FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the City of Tyler except as stated in this Request for Proposals.

10. PREPARATION OF PROPOSALS

Consultant or Providers are expected to examine this Request for Proposals in its entirety. Failure to do so will be at the Consultant or Provider's risk. Time, if stated as a number of days, are calendar days.

Proposals submitted MUST include, complete in their entirety, the forms and questionnaire at the front of this Request for Proposals, or they will not be considered responsive proposals.

Upon request, each Consultant or Provider shall submit any additional information required to evaluate a proposal, including information on subcontractors, within the requested time frame.

11. SUBMISSION OF PROPOSALS

In order to be considered, the submittal must contain the questionnaire (all pages preceding the section titled INSTRUCTIONS) and a detailed proposal. All submittals must be delivered before the proposal opening deadline.

12. RANKING AND SELECTION

Each proposal will be evaluated after the opening date. The evaluation criteria used for ranking is as follows:

Experience	25 points
Ability to Perform the Work	25 points
Cost	20 points
Safety Record	20 points
Other Contractual Obligations	10 points

The proposal with the highest overall score will be considered the highest ranked proposal and will be considered first for selection of any award.

13. PROPOSAL ACCEPTANCE PERIOD

It is the intent of the City of Tyler to award a contract if any be awarded, within ninety (90) calendar days after the deadline specified for receipt of proposals.

14. AWARD OF CONTRACT

Once proposals have been submitted, a committee will review the proposals, score them, and rank them to determine which are reasonably qualified for consideration. The City of Tyler may conduct interviews with the Consultant or Provider(s) whom the City of Tyler determines to be reasonably qualified for the award of the contract. To obtain the best offers, the City of Tyler may allow the submission of revisions after proposals are submitted and before the award of the contract. All Consultants or Providers will be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

The City of Tyler reserves the right to reject any or all proposals and to waive informalities and minor irregularities in the proposal received.

The City of Tyler may accept any item or group of items of any proposal unless the Consultant or Provider qualifies his proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for any quantities less than those specified, and the City of Tyler reserves the right to make an award on any item for a quantity less than the quantity offered at the unit prices proposal unless the Consultant or Provider specifies otherwise in his proposal.

A written award, by acceptance of proposal or issuance of a purchase order furnished to the successful Consultant or Provider, within the time for acceptance specified in the proposal shall be deemed to result in a binding contract without further action by either party.

15. ESCALATION

Prices awarded under this proposal may not be changed. However, should unforeseen circumstances occur that will cause the awarded contractor to request an increase, the request must be submitted to the Purchasing Manager in the affected municipality in writing. The contractor must include with the request the appropriate contract number and documentation from the manufacturer and/or published price sheets to support the request. All price increases must be based upon product cost ONLY, and documentation of the price increase is required. Awarded proposal prices must be held firm for one year from the date of the contract, after which an escalator can be invoked. Prices can only escalate 25% over the firm proposal price over the life of the contract. A request must be made 30 days in advance of the effective date of the increase. The City of Tyler reserves the right to accept or reject the request.

Consequently, any decrease in price shall be passed onto the City of Tyler as well. Vendors are obligated to treat price decreases equally to price increases during the contract's tenure.

16. DISQUALIFICATION OF OFFERER(S)

Any Consultant or Provider (s) may be disqualified, and their proposal not considered for award if:

- Reasonable grounds exist for believing that collusion exists among Consultants or Providers.
- Reasonable grounds exist for believing that a Consultant or Provider has an interest in more than one proposal for the contract contemplated.
- The Consultant or Provider is a party to any litigation against the City of Tyler.
- The Consultant or Provider is delinquent in the performance of an existing contract or has defaulted on a previous contract with the City of Tyler or with another party for the same or similar kinds of work.
- Reasonable grounds exist for believing that the Consultant or Provider lacks competency or capacities to satisfactorily and timely perform based on the Consultant or Provider's financial statement, experience, equipment, existing contractual commitment, etc.

- The Consultant or Provider, as an individual or member of a partnership, is an elected official or employee of the City of Tyler.

- For any other reason for which is determined that the proposal is not in the best interests of the City of Tyler.

17. REJECTION OF PROPOSALS

The City of Tyler may reject any and all proposals whenever it is deemed in the best interest of the City of Tyler to do so.

In the event that a Consultant or Provider is or subsequently becomes delinquent in the payment of his or its City of Tyler taxes, or state and local sales tax, such fact shall constitute grounds for rejection of the proposal, or if awarded the proposal, for cancellation of the contract. The City of Tyler reserves the right to deduct any delinquent taxes from payments due Consultant or Provider as a result of such contract.

18. WITHDRAWAL OF PROPOSALS

A Consultant or Provider may withdraw his Proposal before the time of the proposal opening specified in the Request for Proposals, without prejudice to himself, by submitting a written request for its withdrawal, provided the request is received prior to the time of the proposal opening. Proposals may not be withdrawn after the time set for the proposal opening.

19. PROPOSAL AWARD

After award by the individual City of Tyler Councils, a contract shall be executed, and all required documentation provided before a notice to proceed will be given by the City of Tyler.

SOLICITATION SCHEDULE:

Opening Date for Proposal Responses	July 9, 2024
Proposal Evaluation & Negotiations:	July 9, 2024
Award by City of Tyler Council(s)	July 24, 2024

Note: With the exception of the time and date to open RFPs, the above schedule is an estimate. The estimated schedule may be modified as schedules and conditions warrant.

B. Background

The City of Tyler is a legal entity. The City of Tyler is seeking to issue a single RFP for services. The City of Tyler is requesting proposals from qualified individuals/firms for a stand-by contract for the clearance, demolition, removal, reduction, and disposal of disaster debris as directed by the City of Tyler in order to eliminate immediate threats to public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure the economic recovery of the affected community. Consultants or Providers shall provide disaster recovery technical program management assistance to City of Tyler officials. Work under this proposal will be utilized on an "as needed" basis or when notice to proceed is given to the successful proposer(s). The Consultant or Provider will enter into an individual contract with the City of Tyler and will be activated by the City of Tyler when needing assistance. The RFP is to ensure that the Consultant or Provider has the capability to respond to the City of Tyler at once, if necessary.

The Consultant or Provider shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or other federal agency, and the state relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, other federal agencies, and other state relief programs regulations regarding eligibility. A primary, secondary, and tertiary Consultant or Provider may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes.

1. **Annual Coordination Meeting**
   The successful Consultant or Provider(s) may be asked to attend an annual coordination meeting with the City of Tyler at no additional cost to the City of Tyler.

2. **Description of Designated Areas**
   A. The designated area for debris removal (the City of Tyler right-of-way) is comprised of the incorporated areas for the City of Tyler and includes public property and Right-of-Way (ROW), City of Tyler parks and City of Tyler debris staging areas within the City of Tyler *may* include private segments within the jurisdictional boundaries of the City of Tyler. The City of Tyler Debris Coordinators may also authorize the Consultant or Provider to perform debris removal on non-City of Tyler roadways or other areas, as directed in writing.

   B. The individual City of Tyler Debris Coordinators will authorize and approve which services the Consultant or Provider shall provide from the scope of services and which zones/areas must be prioritized.

   C. All debris identified by the City of Tyler Debris Coordinators shall be removed. The number of complete passes the Consultant or Provider shall conduct through the City of Tyler is at the discretion of the City of Tyler Debris Coordinators. Partial removal of debris piles is strictly prohibited. The Consultant or Provider shall not move from one designated work area to another designated work area without prior approval from the City of Tyler or its authorized representative. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris that lies within the ROW shall be removed. The Consultant or Provider shall not enter onto private property during the performance of this contract unless specifically authorized by the City of Tyler Debris Coordinators in writing.

   Loose leaves and small debris shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than three inches in any dimension shall be left at the point of collection.

   D. Consultant or Provider shall deliver all disaster-related debris to the City of Tyler approved Temporary Debris Management Site (TDMS), or the City of Tyler approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

   E. All Final Disposal Sites must be approved, in writing, by the City of Tyler Debris Coordinators. The Consultant or

Provider will be responsible for the handling, reduction and final haul-out and disposal of all reduced unreduced debris. TDMS operations and remediation must comply with all local, state, and federal safety and environmental standards. The Consultant or Provider reduction, handling, disposal, and remediation methods must be approved in writing, by the City of Tyler Debris Coordinators.

F. Payment for disposal costs such as tipping fees incurred by the Consultant or Provider at a City of Tyler-approved Final Disposal Site that meets local, state, and federal regulations for disposal will be reimbursed by the City of Tyler as a pass-through cost. Prior to reimbursement by the City of Tyler, the Consultant or Provider must furnish electronic format scale/weight ticket numbers with load ticket or haul out ticket numbers and other applicable information. The Consultant or Provider will also be required to provide proof of Consultant or Provider payment to the City of Tyler approved Final Disposal Site.

G. The Consultant or Provider shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies or of any public utilities.

H. The City of Tyler reserves the right to inspect the TDMS, verify quantities, and review operations at any time.

3. Temporary Debris Management Sites

The Consultant or Provider is responsible for providing a sufficient number of TDMS to support the event in which the contract is activated. The proposed TDMS must be approved by the City of Tyler. Depending on the event, the City of Tyler may provide the Consultant or Provider with TDMS locations within the City of Tyler. The cost associated with acquiring, preparing, leasing, renting, operating, and remediating land used as TDMS in the City of Tyler is a cost borne by the Consultant or Provider and compensated based on the Consultant or Provider's bid for site management and reduction of debris.

The Consultant or Provider will prepare and maintain the TDMS facility(ies) to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include the following:

- Maintaining the TDMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including the provision of crushed concrete for any roads that require stabilization for ingress and egress.
- Ensuring only Consultant or Provider vehicles and others specifically authorized by the City of Tyler will be allowed to use the TDMS.
- Providing TDMS utilities, which include but are not limited to water, lighting, and portable toilets.
- Providing traffic control which includes but is not limited to traffic cones and staff with traffic flags.
- Providing TDMS dust and erosion control, which includes, but is not limited to, an operational water truck, silt fencing, and other best management practices.
- Providing TDMS fire protection which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- Providing 24-hour site security for each TDMS.
- Restoring the site to its original condition prior to site use. Site remediation includes returning the original site grade, sod, and other physical features. Site remediation also includes returning the site to its original condition as verified through soil and groundwater samples. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have to be demolished at the City of Tyler's direction.

The City of Tyler may also establish designated homeowner drop-off sites. The Consultant or Provider will be responsible for removing all debris from those sites daily.

The Consultant or Provider's Operations Manager will assign a Foreman to each TDMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The TDMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Consultant or Provider's Operation Manager, who will, in turn, provide this information to the City of Tyler. These daily reports must meet the requirements of

FEMA or other reimbursement and regulatory governmental agencies.

The Consultant or Provider will be responsible for returning all utilized TDMS to their original condition prior to site use. TDMS remediation will include but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. TDMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. TDMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use; new sod or seeding must meet standards for the intended use.

C. Scope of Services

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City of Tyler Debris Coordinators. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written notice to proceed is issued to the Consultant or Provider) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 - Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City of Tyler Debris Coordinators. Eligibility also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during a debris removal project. The definition of "eligible" applies to all uses throughout Scope of Services items 1 through 16. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City of Tyler approved TDMS or City of Tyler approved Final Disposal Site(s); 4) reducing disaster-related debris; 5) hauling reduced debris to a City of Tyler approved Final Disposal Site, and 6) disposing of reduced debris at a City of Tyler approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325 or state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Consultant or Provider by the City of Tyler Debris Coordinators. It shall be the Consultant or Provider's responsibility to load, transport, reduce, and properly dispose of any and all disaster-generated debris that is the result of the event under which the Consultant or Provider was issued notice to proceed, unless otherwise directed by the City of Tyler Debris Coordinators, in writing.

City of Tyler personnel will complete the initial debris clearance for access from public streets, including the moving of debris to unblock a street. The City of Tyler intends to perform debris clearance for access within its own forces or under existing contracts between the City of Tyler and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner and the Consultant or Provider may be directed to perform them.

After activation of the contract and after a preliminary damage assessment, the City of Tyler and the Consultant or Provider, together, will establish a schedule of events depending on the severity of the disaster surrounding the City of Tyler. This schedule of events shall include the dates for the:

- Last pass of the removal of public and/or private vegetative debris
- Last pass of the removal of construction and demolition debris

These last pass dates shall be very important to both the City of Tyler and the Consultant or Provider because of the liquidated damages that may be implemented, if the Consultant or Provider does not meet these dates.

Scope of services under this contract includes, but is not limited to:

1. Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from City of Tyler roadways, to make them passable immediately following a declared disaster. All roadways designated by the City of Tyler Debris Coordinators shall be clear and passable within 70 working hours of the Notice to Proceed from the City of Tyler to conduct emergency roadway clearance work. The City of Tyler may choose to extend the Consultant or Provider's 70-hour limit through a written request. This may include roadways in the City of

Tyler or other governmental agencies under the legal responsibility of the City of Tyler. Clearance of these roadways will be performed as identified by the City of Tyler Debris Coordinators. The Consultant or Provider shall assist the City of Tyler and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Attachment 2 – Hourly Labor and Equipment Price Schedule.

2. ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport disaster-related vegetative debris existing on the City of Tyler ROW to a City of Tyler-approved TDMS or a City of Tyler approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, vegetative debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of vegetative debris existing in the City of Tyler will be performed as identified by the City of Tyler Debris Coordinators.

c. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler-approved TDMS or a City of Tyler-approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City of Tyler or its authorized representative.

e. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City of Tyler or its authorized representative. The City of Tyler will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Consultant or Provider must provide traffic control as conditions require or as directed by the City of Tyler Debris Coordinators.

3. ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport Construction and Demolition (C&D) debris existing on the City of Tyler ROW to a City of Tyler-approved TDMS or City of Tyler approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, C&D debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of C&D debris existing in the City of Tyler ROW will be performed as identified by the City of Tyler Debris Coordinators.

c. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler-approved TDMS or a City of Tyler-approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All debris will be removed from each location before proceeding to the next location unless directed otherwise by the City of Tyler or its authorized representative.

e. Entry onto private property for the removal of C&D hazards will only be permitted when directed by the City of Tyler or its authorized representative. The City of Tyler will provide specific ROE legal and operational procedures.

f. The Consultant or Provider must provide traffic control as conditions require or directed by the City of Tyler Debris Coordinators.

4. Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of Non-Regulated Asbestos asbestos-containing material (Non-RACM) structures on private property within the jurisdictional limits of the City of Tyler. Under this service, work will not include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal, and site remediation, as the City of Tyler currently has a local contract in place for asbestos remediation and abatement. Further, debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to a City of Tyler-approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the City of Tyler for direction regarding decommissioning.

c. Removal and transportation of non-RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City of Tyler Debris Coordinators.

d. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler-approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City of Tyler or its authorized representative. The City of Tyler will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.

f. The Consultant or Provider is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

5. Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of RACM structures on private property within the jurisdictional limits of the City of Tyler. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a City of Tyler-approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from an RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the City of Tyler for direction regarding decommissioning.

c. Removal and transportation of RACM demolished structures and scattered C&D debris on private property will be performed as directed in writing by the City of Tyler Debris Coordinators.

d. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler -approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of C&D hazards will only be permitted when directed in writing by the City of Tyler or its authorized representative. The City of Tyler will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Consultant or Provider is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

6. TDMS Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging and reduction through grinding of disaster related debris. Grinding must be approved by the City of Tyler Debris Coordinators prior to commencement of reduction activities. The TDMS layout and ingress and egress plan must be approved by the City of Tyler Debris Coordinators.

a. The management of TDMS includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and TCEQ. The Consultant or Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. The Consultant or Provider is responsible for operating the TDMS in accordance with Occupational Safety and Health Administration (OSHA), EPA and TCEQ guidelines.

c. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).

d. All unreduced storm debris must be staged separately from reduced debris at the TDMS.

e. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities, such as water, lighting, and portable toilets.

f. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control, such as, but not limited to, traffic cones and staff with traffic flags.

g. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust and erosion control, such as, but not limited to, an operational water truck, silt fencing, and other best management practices (BMPs).

h. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection, such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

i. The Consultant or Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible contaminants that may be mixed with disaster debris. The Consultant or Provider is also responsible for all associated costs necessary for contaminant disposal at a permitted Hazardous Waste Treatment, Storage, and Disposal Facility (TSDF), as requested by the City of Tyler. The cost associated with qualified personnel and lined containers/containment areas for contaminant segregation, as well as contaminant disposal from TDMS locations, is a cost reflected in this scope of services item 13.

j. The Consultant or Provider is responsible for providing 24-hour TDMS security.

k. The Consultant or Provider will only permit the Consultant or Provider vehicles and others specifically authorized by the City of Tyler or its authorized representative on site(s).

l. The Consultant or Provider shall provide a tower(s) from which the City of Tyler or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will, at a minimum, meet the specifications provided in the Technical Specifications of this RFP (See page 44, Debris Site Tower Specifications).

Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City of Tyler's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use; new sod or seeding must meet standards for the intended use. Site remediation will also

include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City of Tyler and TCEQ.

7. TDMS Management, Operations, and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging, and reduction through an Air Curtain Incinerator (ACI) of disaster-related debris. ACI reduction must be approved by the City of Tyler Debris Coordinators, Division of Forestry, TCEQ, and any other applicable regulatory agencies as required prior to the commencement of reduction activities. TDMS layout and ingress and egress plan must be approved by the City of Tyler Debris Coordinators.

a. TDMS management includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to, EPA and TCEQ. The Consultant or Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. The Consultant or Provider is responsible for operating the TDMS in accordance with OSHA, EPA, and TCEQ guidelines.

c. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW), etc.), program (ROW collection, private property debris removal, etc.), and applicant(s).

d. All unreduced storm debris must be staged separately from reduced debris at the TDMS.

e. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities, such as water, lighting, and portable toilets.

f. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control, such as, but not limited to, traffic cones and staff with traffic flags.

g. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust and erosion control, such as, but not limited to, an operational water truck, silt fencing, and other BMPs.

h. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection, such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

i. The Consultant or Provider is responsible for providing 24-hour TDMS security and fire watch.

j. The Consultant or Provider will only permit the Consultant or Provider vehicles and others specifically authorized by the City of Tyler or its authorized representative on site(s).

k. The Consultant or Provider shall provide a tower(s) from which the City of Tyler or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will, at a minimum, meet the specifications provided in the Technical Specifications of this RFP (See pages 44 Debris Site Tower Specifications).

l. The Consultant or Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other Volatile Organic Compounds (VOCs) as deemed necessary based on TDMS operations.

Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City of Tyler's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use; new sod or seeding must meet standards for the intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City of Tyler and TCEQ.

8. TDMS Management, Operations and Reduction Through Controlled Open Burning

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate TDMS for the acceptance, management, segregation, staging, and reduction through controlled open-air burning of disaster-related debris. Controlled open-air burning must be approved by the City of Tyler Debris Coordinators, City of Tyler Fire Marshal, Texas Forest Service, TCEQ, and any other applicable regulatory agencies as required prior to the commencement of reduction activities. TDMS layout and ingress and egress plan must be approved by the City of Tyler Debris Coordinators.

a. The management of TDMS includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to, EPA and TCEQ. The Consultant or Provider shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. The Consultant or Provider is responsible for operating the TDMS in accordance with OSHA, EPA, and TCEQ guidelines.

c. Debris at TDMS will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW), etc.), program (ROW collection, private property debris removal, etc.), and applicant(s).

d. All unreduced storm debris must be staged separately from reduced debris at the TDMS.

e. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS utilities, such as water, lighting, and portable toilets.

f. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS traffic control, such as, but not limited to, traffic cones and staff with traffic flags.

g. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS dust and erosion control, such as, but not limited to, an operational water truck, silt fencing, and other BMPs.

h. The Consultant or Provider is responsible for all associated costs necessary to provide TDMS fire protection, such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

i. The Consultant or Provider is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Consultant or Provider is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City of Tyler. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from TDMS locations, is a cost reflected in this scope of services item 13. Depending on the volume of HHW per TDMS location, the City of Tyler may choose to collect and dispose of HHW segregated from disaster debris at TDMS locations.

j. The Consultant or Provider is responsible for providing 24-hour TDMS security and fire watch.

k. The Consultant or Provider will only permit the Consultant or Provider vehicles and others specifically authorized by the City of Tyler or its authorized representative on site(s).

l. The Consultant or Provider shall provide a tower(s) from which the City of Tyler or its authorized representative can make volumetric load calls. The tower(s) provided by the Consultant or Provider will, at a minimum, meet the specifications provided in the Technical Specifications of this RFP (See pages 42, Debris Site Tower Specifications).

m. The Consultant or Provider is responsible for all associated costs necessary to test residual ash from processing for arsenic and other VOCs as deemed necessary based on TDMS operations.

n. Upon completion of haul-out activities, the Consultant or Provider will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City of Tyler's direction for TDMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must

meet standards for the intended use; new sod or seeding must meet standards for the intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City of Tyler and TCEQ.

9. Haul-Out of Reduced Debris to a City of Tyler Approved Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced material such as ash, compacted C&D, or mulch existing at a City of Tyler approved TDMS to a City of Tyler approved Final Disposal Site in accordance with all federal, state and local rules and regulations. The Consultant or Provider shall not receive any payment from the City of Tyler for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City of Tyler approved Final Disposal Site.

10. Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous trees six inches or greater in diameter, measured four-and-a-half feet from the base of the tree and hazardous hanging limbs two inches or greater in diameter when measured at the break existing on the City of Tyler ROW. Debris generated from the removal of hazardous trees and hanging limbs two inches or greater existing in the City of Tyler ROW will be placed in the safest possible location on the City of Tyler ROW and subsequently removed in accordance with the scope of services, item 2, under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than six inches in diameter, measured four-and-a-half feet from the base of the tree, will be flush cut, loaded, and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City of Tyler will not compensate the Consultant or Provider for cutting leaning trees less than six inches in diameter on a unit rate basis. The collection of all hazardous leaning trees and hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City of Tyler ROW, then the Consultant or Provider must load the resulting debris as hazardous leaning trees or hazardous hanging limbs as they are removed.

a. Hazardous trees will be identified by the City of Tyler or its authorized representative for removal. Removal and placement of hazardous trees six inches or greater in diameter existing on the City of Tyler ROW or private property will be performed as identified by the City of Tyler Debris Coordinators. All disaster-specific eligibility guidelines regarding the size and diameter of leaning trees will be communicated to the Consultant or Provider in writing by the City of Tyler Debris Coordinators. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:

   i. The tree is leaning more than 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.

   ii. The tree is dead, twisted, or mangled as a direct result of the storm, and a certified Arborist can attest that it will die and potentially create a falling hazard to the public.

   iii. Over 50 percent of the tree crown is damaged or broken, and heartwood is exposed.

   iv. The tree has a split trunk that exposes heartwood.

b. Removal and placement of hazardous hanging limbs two inches or greater in diameter existing on the City of Tyler ROW or private property will be performed as identified by the City of Tyler Debris Coordinators. All disaster-specific eligibility guidelines regarding the size and diameter of limbs will be communicated to the Consultant or Provider in writing by the City of Tyler Debris Coordinators. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

   i. The limb is greater than two inches in diameter.

   ii. The limb is still hanging in a tree and threatening a public-use area.

   iii. The limb is located on improved public property.

11. Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs

necessary to remove hazardous uprooted stumps greater than 24 inches in diameter, measured 24 inches from the base of the tree existing on the City of Tyler ROW. Further, debris generated from the removal of uprooted stumps existing on the City of Tyler ROW will be transported to a City of Tyler-approved TDMS or a City of Tyler-approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Hazardous stumps measured 24 inches from the base of the tree and 24 inches or less in diameter will be considered normal vegetative debris and removed in accordance with the scope of services item 2. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

a. Hazardous stumps will be identified by the City of Tyler or its authorized representative for removal. Removal and transportation of hazardous uprooted stumps existing on the City of Tyler ROW or private property will be performed as identified by the City of Tyler Debris Coordinators. All disaster-specific eligibility guidelines regarding the size and diameter of hazardous stumps will be communicated to the Consultant or Provider in writing by the City of Tyler Debris Coordinators. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

   i. Fifty percent or more of the root ball is exposed.

   ii. The stump is on the City of Tyler ROW and poses an immediate threat to public health, safety, or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of the scope of services item 2. Stumps with less than 50 percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed, but the residual debris (i.e., tree trunk) will be removed under the terms and conditions of the scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table.
The CITY OF TYLER or its authorized representative will measure and certify all eligible stumps prior to removal.

12. Sand, Silt, and Debris Removal from Detention/Retention Structures

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to collect sand, silt, and debris from City of Tyler detention/retention structures and transport to a City of Tyler approved final disposal site in accordance with all federal, state, and local rules and regulations.

a. For the purposes of this element, sand, silt, and debris existing in City of Tyler detention/retention structures will be removed to a depth designated by the City of Tyler or the City of Tyler's authorized representative.

b. Once the debris removal vehicle has been issued a load ticket from the City of Tyler's authorized representative, the debris removal vehicle will proceed immediately to a City of Tyler approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

13. Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and disposal of HHW from the ROW to the TDMS.

a. The removal, transportation, and disposal of HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted TSDF or acceptable recycling facility. The facility for recycling or final disposal site must be approved in writing by the City of Tyler.

14. ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City of Tyler approved TDMS, decontamination, and transportation to a City of Tyler approved facility for recycling or final disposal. The facility for recycling or final disposal site must be approved in writing by the City of Tyler. White goods containing refrigerants must first have such refrigerants removed by the Consultant or Provider's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

a. The removal, transportation, and recycling or final disposal of white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

b. All white goods containing food items shall be decontaminated prior to recycling in accordance with local, state, and federal law.

c. The Consultant or Provider shall recycle or dispose of all white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

d. Refrigerant-containing items will have their refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a City of Tyler-approved TDMS for refrigerant removal by the Consultant or Provider's qualified technicians.

15. Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City of Tyler-approved Final Disposal Site. The Consultant or Provider shall coordinate activities with the City of Tyler and appropriate state agencies if needed.
The disposal of animal carcasses must comply with the Texas Department of Agriculture and TCEQ rules for handling, solid waste, and air quality.

16. Other Debris Removal Work

Neither the Consultant or Provider nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City of Tyler reserves the right to require the Consultant or Provider to dismiss or remove any workers from the project as the City of Tyler sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

D. SPECIFICATIONS

1. Introduction

The Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services ("Disaster Debris Removal Contract") will encompass the incorporated areas of the City of Tyler. The City of Tyler's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a tornado, or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and right-of-way throughout the City of Tyler using City of Tyler -owned and contractor forces.

The City of Tyler has identified the need for one or more contractors to assist City of Tyler forces in completing debris management operations throughout the City of Tyler. Primary contractors will be selected for the Disaster Debris Removal Contract. For the purpose of this contract, the contractors must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial City of Tyler payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. **Each Consultant must also have (1) an established management team, (2) an established network of resources to provide the necessary equipment and personnel, (3) comprehensive workforce management, operations, and safety plans, and (4) demonstrable experience in major disaster recovery cleanup projects.**

The Contract(s) to be awarded for this project will be a combination of fixed fee and contingency contracts. The City of Tyler anticipates a certain level of initial work to establish the procedures for integrating the work into the City of Tyler's continuing disaster recovery program planning, along with potential costs for maintaining the program over a period of time. The City of Tyler anticipates that the bulk of the services will be provided on an incident-specific basis with anticipated costs identified by a City of Tyler /contractor team as part of the initial program planning.

2. Planning Standard for Disaster Debris Monitoring and Consulting Services

The City of Tyler has selected <u>two scenarios</u> for planning:

a. A catastrophic tornado that impacts the entire City of Tyler, causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 5.0 million cubic yards.

b. A lesser event that impacts a specific area but still generates an estimated 200,000 cubic yards of debris, which is greater than the combined City of Tyler or one City of Tyler has the capability to handle with its resources.

These are both strictly planning figures for estimating potential removal and disposal needs; they are not fixed quantities for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume and probably will be considerably less. The City of Tyler's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the City of Tyler will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The contractor must be aware that it might not be possible to initiate operations in all parts of the City of Tyler simultaneously immediately after a storm.

3. Disaster Debris Monitoring Requirements

Planning for post-disaster cleanup operations is a function of the individual City of Tyler Offices of Emergency Management in conjunction with other City of Tyler Departments. The debris management operations will be carried out under the cognizance of the City of Tyler Offices of Emergency Management in conjunction with other City of Tyler Departments. The individual City of Tyler will be pre-contracting with one primary Contractor for debris removal operations within their jurisdictions. That contractor will also be responsible, under certain conditions, for the removal of hazardous and toxic/hazardous waste-associated debris such as construction and demolition debris, vegetative debris, and other disaster-associated debris caused by the disaster. That contractor is responsible for (1) clearing roadways, (2) removing debris and certain waste from roadways, public right-of-way, and public property, (3) operating Temporary Debris Management Sites (TDMS), (4) volumetric reduction of debris, and ultimate disposal of the debris and waste. The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to their properties and bring materials to the right-of-way as recovery progresses. The City of Tyler will prescribe the specific procedures to be followed ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or related wastes will be an element of the City of Tyler's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. Each City of Tyler will pre-designate Temporary Debris Management Sites (TDMS) within their jurisdiction for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. The City of Tyler will also help to identify the public and private landfills that may be used for disposal of storm-generated debris. The Primary Contractor will be expected to provide debris monitoring services at each TDMS and landfill as well as in the field during clearing, loading, and hauling operations.

4. Contract Activation

The contractor holding the Disaster Debris Removal Contract will serve as a general Contractor for the purpose of the specified services and will be able to use his/her own and Subcontractor resources to meet the obligations of the contract. The contractor will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, City of Tyler will contact the firm(s) holding the Disaster Debris Removal Contract(s) to advise them of the City of Tyler's intent to activate the contract.

E. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The City of Tyler will accept the Insurance Requirement Affidavit In lieu of Certificates of Insurance until a notice to proceed is issued to the contractor.

The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required under this section such insurance has been approved by the City of Tyler, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether the work is occupied or utilized by the City of Tyler, until all work under the contract is completed and has been accepted by the City

of Tyler. ***Acord Certificate of Insurance indicating the City of Tyler as an additional insured and meeting all minimum coverages herein shall be provided to the CITY OF TYLER within 10 days of request.***

Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the contract.

The City of Tyler will require, before beginning the work and upon notice to proceed, the successful contractor to obtain and maintain for the full period of the contract the following types of insurance in the form, minimum limits, and amount herein specified or as may be otherwise required in the contract documents. The Contractor shall automatically renew any policy that expires during the performance of this contract and notify the City of Tyler of such renewal prior to the expiration date. The City of Tyler shall be named as an "Additional Insured" on all the below named insurance policies.

1. Workers' Compensation Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage for all employees of the contractor providing services on the project for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor code, Section 401.011(44).

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

D. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing an extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project.

E. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

F. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days

after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

G. The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing an extension of coverage if the coverage period shown on the current certificate of coverage ends during the duration of the project.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract, which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receiving notice of the breach from the governmental entity.

2. Public Liability and Property Damage Insurance
(Note "Indemnity" clause hereinafter)

Before the commencement of the work, the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the contract full Comprehensive General Liability and Property Damage Insurance Coverage with a company licensed to do business in the State of Texas. This coverage shall protect the Contractor, the City of Tyler, and each of the officers, agents, and employees from claims for damages for bodily or personal injury, sickness, or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this contract by the contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the contract documents :

Public Liability Insurance in an amount not less the Five Hundred Thousand Dollars ($500,000) for damages arising out of bodily injury or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than One Million Dollars ($1,000,000) in any one occurrence and Property Damage Insurance in an amount not less than Five Hundred Thousand ($500,000) for all damages of others in any occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include, where applicable, explosion, collapse, and underground

exposure coverage. In addition, where Completed Operations Insurance Coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

3. Automobile Liability and Property Damage Insurance

Before commencement of the work, the Contractor shall submit written evidence that he and all his subcontractor(s) have obtained Automobile Liability and Property Damage Insurance Coverage on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired. The liability limits shall be not less than Five Hundred Thousand Dollars ($500,000) for injury or death of one person and in an amount not less than One Million Dollars ($1,000,000) in any one occurrence, and Property Damage limits of not less than Five Hundred Thousand Dollars ($500,000) in any one occurrence.

4. Contractual Liability Coverage

Each policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to ensure the provision titled "Indemnity" hereinafter set forth.

5. Indemnity

The Contractor shall defend, indemnify, and hold harmless the City of Tyler and each of the officers, agents, servants, and employees, from any and all suits, actions, claims, losses, or damages of any character and from all expenses incidental to the defense of such suits, actions or claims based upon, alleged to be based upon, or arising out of (1) any injury, disease, sickness, or death of any person or persons,
(2) any damages to any property, including loss of use thereof, caused by any act or omission of the Contractor, or any subcontractor of the Contractor, or by their officers, agents, servants, employees, or
anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance of any work or services called for by the contract or
from conditions created by the performance or non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

6. Evidence of Insurance Coverage

Before commencement of any work, the Contractor shall submit written evidence that he and all his subcontractors have obtained the minimum insurance required by the contract documents. Such written evidence shall be in the form of a Certificate of Insurance executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days' notice in writing to be delivered by registered mail to the City of Tyler.
The Property Damage portion of this coverage shall include where applicable, explosion, collapse, and underground exposure coverage. In addition, where completed Operations Insurance Coverage is applicable; such coverage will be maintained after completion and acceptance of the project for the full guarantee period.

F. Definitions

Definitions are provided for those terms listed below.

1. *Agreement Execution* – The date on which Consultant or Provider executes and enters into an Agreement with the City of Tyler to perform the Work for the City of Tyler.

2. *Agreement Price* – The total monies, adjusted in accordance with any provision herein, payable to the Consultant or Provider under this Agreement.

3. *Authorized Representative* – City of Tyler employees and/or contracted individuals designated by the City of Tyler Debris Coordinators.

4. *Chipping or Mulching*—The process of mechanically reducing woody material, such as lumber and vegetative debris, into small pieces to be used as mulch or fuel.

5. *Cleanup Crew* – A group of individuals and/or an individual working for the Consultant or Provider collecting disaster debris.

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

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

7. *Contract* – The Agreement Documents specifically identified and incorporated herein.

8. *Contract Time* – The period of time stated in this Agreement for the completion of the Work.

9. City of Tyler – Given the context, can refer to the City of Tyler.

10. City of Tyler *Debris Coordinator* – City of Tyler will designate a Debris Coordinator for their jurisdiction, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within their jurisdiction.

11. City of Tyler *Approved Final Disposal Site* – A final disposal location approved in writing by each individual City of Tyler.

12. *Debris* – Items and materials are broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include but are not limited to, trees, construction and demolition debris, and personal property.

13. *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

14. *Debris Monitoring*—Actions taken by applicants to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope of work and/or is eligible for federal or state grant reimbursement.

15. *Debris Removal* – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

16. *Debris Removal Contractor*—Also referred to as the "Consultant or Provider" in this document, the debris removal contractor conducts operations per the terms of the contract. The term includes primary contractor(s), subcontractors, and individual crews.

17. *Demobilization* – Following the completion of services provided under the resulting contract, the Consultant or Provider will remove all equipment, supplies and other associated materials involved in the services provided to the City of Tyler. The Consultant or Provider will leave all sites utilized clean and restored to the original state as approved by the City of Tyler and verified through soil and groundwater samples.

18. *Demolition* – The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

19. *Department* – The Director or designee of the requesting department(s) named in this solicitation.

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

21. *Drawings* - Collectively, all the drawings, receipt of which is acknowledged by the City of Tyler, listed in this Agreement, and also such supplementary drawings as the Consultant or Provider may issue from time to time in order to clarify or explain such drawing or to show details which are not shown thereon.

22. *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Release Orders are issued and executed by the City of Tyler to the Consultant or Provider) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, Public Assistance guidelines, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

23. *Emergency Relief Program*—Provides for the funding of emergency roadway clearing and first-pass disaster debris removal on federal aid highways.

24. *E*-Scrap – End-of-life electronics, typically televisions, computers, and related components

25. *FEMA Publication 325* – Debris Management Guide – This publication is specifically dedicated to the rules, regulations, and policies associated with the debris cleanup process. Familiarity with this publication and any revisions can aid a local government in limiting the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including:

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

26. *Field Inspector* – Monitor

27. *Force Account Labor* – Labor performed by the applicant's permanent, full time or temporary employees.

28. *Garbage* – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and paper.

29. *Grinding* – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

30. *Hazardous Hangers* – A Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

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

31. *Hazardous Leaners* – A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater as measured two feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

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

32. *Hazardous Stump* - A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

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

33. *Household Hazardous Waste* – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicities.

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

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. The City of Tyler may utilize existing environmental contractor to remove this type of waste in a large- scale debris generating event.

34. *Hold Harmless* – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

35. *Liaison* – Representative of the City of Tyler who shall act as a Liaison between the City of Tyler and the Consultant or Provider for all matters pertaining to this Agreement, including review of Consultant or Provider's plans and work.

36. *Monitor* – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the City of Tyler expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)

37. *Mutual Aid Agreement* – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

38. *National Response Framework (NRF)* – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

39. *Outbuilding* – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

40. *Recycling* – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

41. *Refrigerant* – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

42. *Regulated Waste* – Any waste that is regulated by the EPA, TCEQ or local rules/ordinance.

43. *Right of Entry* – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Consultant or Provider or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

44. *Right-of-Way* – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

45. *Scale/Weigh Station* – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

46. *Consultant or Provider* – The party or parties contracting directly with the City of Tyler to perform Work pursuant to this Agreement.

47. *Specifications* – The written technical provisions including all appendices thereto, both general and specific, which form a part of the Agreement Documents

48. *SubConsultant or Provider* – Any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Consultant or Provider or with any of its subConsultant or Providers at any tier to provide a part of the Work called for by this Agreement.

49. *Supplemental Agreement* – A written order to Consultant or Provider signed by the City of Tyler and accepted by Consultant or Provider, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

50. *Temporary Debris Management Site (TDMS or TDMS)* – Site where collected debris is taken by the Consultant or Provider(s) for staging, separation, reduction, and processing prior to final disposal.

51. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

52. *United States Army Corps of Engineers (USACE)* – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

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

- Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved

property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster.

54. *Volatile Organic Compounds (VOCs)* – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking-water supply.

55. *White Goods* – As outlined in FEMA Publication 325, White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

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

56. *Work* – Any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by Consultant or Provider under this Agreement.

Part III All Necessary Forms for Completion

1. **Corporate Information**
   If a Consultant or Provider is a corporation, it shall be certified with the Texas Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in Texas.

2. **License Sanctions and Debarment**
   List any regulatory or license agency sanctions. State if there are no license sanctions against the Consultant or Provider. The contractor and sub-contractors are not debarred according to www.sam.gov.

3. **Other Contractual Obligations**
   Include a list of other contractual obligations at the time of response submittal to the City of Tyler.

4. **Project Understanding and Technical Approach**
   Provide a statement demonstrating an understanding of the services and support required by this RFP. State how the Consultant or Provider will approach the project and the methodology to be used to perform the services described in the Scope of Services. The technical approach must also outline the following:

   - Ability to manage activation of multiple contracts
   - Mobilization and demobilization plan
   - Documenting and resolving damages
   - Invoicing and data management

5. **Personnel**
   Provide a list of current personnel that would be assigned to the City of Tyler in the event of contract activation. The list shall include but is not limited to:

- Contact persons, including telephone numbers and e-mail address
- Project manager – must have five years' experience
- Operations manager – must have three years of experience
- Other key personnel assigned to the project/this Agreement
- Provide resumes for project manager, operations manager, and other key personnel.

Changes to the list of personnel that was provided with the proposal must be communicated to the City of Tyler at the time of an event and are subject to approval by the City of Tyler. The City of Tyler also reserves the right to request the substitution of any personnel as the City of Tyler deems necessary.

6. **Typical Debris Management Site (TDMS) Safety Plan and Operational Plan**
Provide a description of the firm's typical TDMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the City of Tyler and are subject to City of Tyler's approval. The City of Tyler also reserves the right to request changes to the Consultant or Provider(s) site safety plan or operational plan.

7. **Licenses and Certificates**
List any licenses or certifications related to the scope or work described in this RFP. State if the Consultant or Provider does not have any related or applicable licenses or certifications.

8. QUALIFICATIONS AND REFERENCES QUESTIONAIRE

(Note: Additional information may be requested in the SPECIFICATIONS attached to this RFP. Please submit all required information or your proposal may be subject to disqualification.)

1) List the names that the Consultant or Provider currently, has, or anticipates operating under, including the names of related companies presently doing business.

Current and future name: Ceres Environmental Services, Inc.

Related companies: TGU, LLC (The Ground Up); C.T.L. Forest Management, Inc; Ceres Environmental, Inc (CEO); TSU/Tree Service Unlimited, Inc; Ceres Caribe, Inc; Ceres New Zealand, LLC, Vesta Equity, LLC

2) List the names of companies, firms or organizations that own any part of your organization.

CES Holdco, Inc.

3) Years in business: 48

4) In the past ten years, has Consultant or Provider ever terminated or been terminated from a similar contract?
No If yes, provide details on a separate sheet.

5) Is the Consultant or Provider currently in any litigation or contemplating litigation? If yes, provide details on a separate sheet. See Attached 5.1, Litigation Summary.

6) In the past five years, has Consultant or Provider ever refused to enter into a similar contract for which it was awarded? No If yes, provide details on a separate sheet.

7) Provide a brief description of Consultant or Provider's managerial structure including name and title of key personnel.

You may include this information on a separate sheet.

See attached 5.2, Managerial Structure.

8) What trades or services does the Consultant or Provider ordinarily subcontract out?

Dependent on the size and severity of the storm, Ceres may subcontract out part of the cut and push, debris collection and hauling, hazardous tree cutting and trimming; stump removal; traffic control and haul out from TDMS to final destination.

9) On a separate page(s), list information from **all** debris removal projects in excess of 350,000 cubic yards performed by your firm within the past five years. Please provide all information requested. See below for an example format.

See attached 5.3, Past Performance >350,000 CY.

Project	Date	Total CY	Total Dollar Amount Invoiced	Federal Reimbursement Amount	Contact	Comments
City of Tyler, State (Duncanville, Texas)	MM/YY to MM/YY	800,000	$7,590,000	$7,590,000	Name Title Phone Number Fax Number E-mail Address	

10) Name of Consultant or Provider's proposed contract manager for this proposal. (Must be fluent English speaking.)

Tia Laurie, Corporate Secretary; Contract/Subcontract Manager

11) List any subcontractors you propose to use on the City of Tyler's project that will comprise a material amount of the total operational cost. Use additional pages if necessary. This information is considered preliminary and may be revised prior if proposal is awarded and re-submitted during the negotiation phase. However, it is expressly understood that the use of any subcontractor other than those listed herein shall require written approval from the City of Tyler. Failure to submit the information as required may result in a disqualification of your proposal.

The use of subcontractors is disaster dependent. Ceres may utilize one or more of the following subcontractors based on the size and severity of the event. We understand that the use of alternate subcontractors requires written approval from the City of Tyler.

A. Subcontractor Name: Wright Construction Group

City/State: Dripping Springs, TX

Trade or Service to Be Provided: Debris hauling, hazardous tree trimming and removal, demolititon

Estimated Percentage of Overall Cost: TBD (Disaster dependent)

B. Subcontractor Name: Cole Field Services, LLC

City/State: Bulverde, TX

Trade or Service to Be Provided: Emergency road clearance, debris removal and hauling, tree trimming and removal, mulch haul out

Estimated Percentage of Overall Cost: TBD (Disaster dependent)

C. Subcontractor Name: Cowboy Trucking

City/State: Dallas, TX

Trade or Service to Be Provided: Debris removal and hauling, emergency road clearance, mulch haul out

Estimated Percentage of Overall Cost: TBD (Disaster Dependent)

D. Subcontractor Name: AtWork Personnel

City/State: Houston, TX

Trade or Service to Be Provided: Temporary Personnel

Estimated Percentage of Overall Cost: TBD - Disaster Dependent

E. Subcontractor Name: D. Mitchell Hauling, LLC

City/State: Dallas, TX

Trade or Service to Be Provided: Debris removal, sand screening, demolition

Estimated Percentage of Overall Cost: TBD (Disaster Dependent)

See attached 5.4, Additional Potential Subcontractors.

12) Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

A. Are you presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency?
Y_____N__X__

B. Have you within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property?
Y_____N__X__

C. Are you presently indicted for or otherwise criminally or civilly charged by a government entity with

commission of any of the offenses enumerated herein?
Y_____N__X___

D. Have you within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default?
Y_____N__X___

SIGNATURE REQUIRED BELOW:
The undersigned:

- Declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation.
- Agrees, upon written acceptance of this proposal, mailed or otherwise, furnished within ninety (90) days after date of opening of proposals, will within ten (10) calendar days after receipt of the prescribed forms, execute and agree to the terms and conditions of the final award.
- Proposes and agrees to perform all work of whatever nature required, in strict accordance with the specifications for the pricing/fee submitted in the attached proposal.
- Declares that in the event of the award of a contract to the undersigned will comply with the Immigration Reform & Control Act of 1986.
- Shall be able to perform the services or provide the goods as specified in this solicitation. The Consultant or Provider is to prepare a proposal that describes all goods and services that Consultant or Provider desires to make available and the appropriate pricing structure for each.
- If the Consultant or Provider desires to exclude an item(s) that would ordinarily be considered a part of a proposal category, then that item(s) must be clearly identified as "Not Offered" in your proposal.

Authorized Signature

July 8, 2024
Date

All proposals submitted must include Page 1 through this signature page as the submittal and proposal bond if required.

5 REQUIRED SUBMITTAL/ QUALIFICATIONS AND QUESTIONS QUESTIONNAIRE

5.1 Litigation Summary

Ceres Environmental Services, Inc. has never been litigated against by any city, county, state or federal government agency, and Ceres has never litigated a contract claim against a city, county, or state Government agency. Ceres has never filed for bankruptcy, has never been debarred, has never been defaulted and has never failed to complete a project.

Below is a list of Ceres' current litigation, claims(s) or contract dispute(s) filed by or against the offeror in related to the services that Ceres provides in the regular course of business:

1. *Dana Heimdahl Chernault v. Ceres Environmental Services, Inc.* [PENDING]

Filed June 2, 2023, plaintiff, former Ceres employee Dana Chernault Heimdahl Chernault alleges Ceres Environmental Services, Inc breached its' contract with her regarding compensation for her role within the company as Safety Director. This case is still open and pending.

2. *Mark Shaffer v. DEH Disaster Relief, LLC; Ceres Environmental Services, Inc.; Beaufort County, SC, et al.; Beaufort County, SC* [PENDING]

Filed on or about August 24, 2017, plaintiff contends that a trailer being hauled by a contractor of DEH Disaster Relief, LLC, a subcontractor to Ceres in the cleanup of debris from Hurricane Matthew in Beaufort County, SC, on or about May 3, 2017, became disconnected from the truck, resulting in an accident that was fatal to the plaintiff's wife, Susan Shaffer. Ceres is a secondary defendant named in this matter. This matter is pending.

3. *Edna Elizabeth Freeman and Godfrey Smith v. Ceres, Inc., and Matthew Ress; St. John, USVI [PENDING; Co-Defendant is Deceased]*

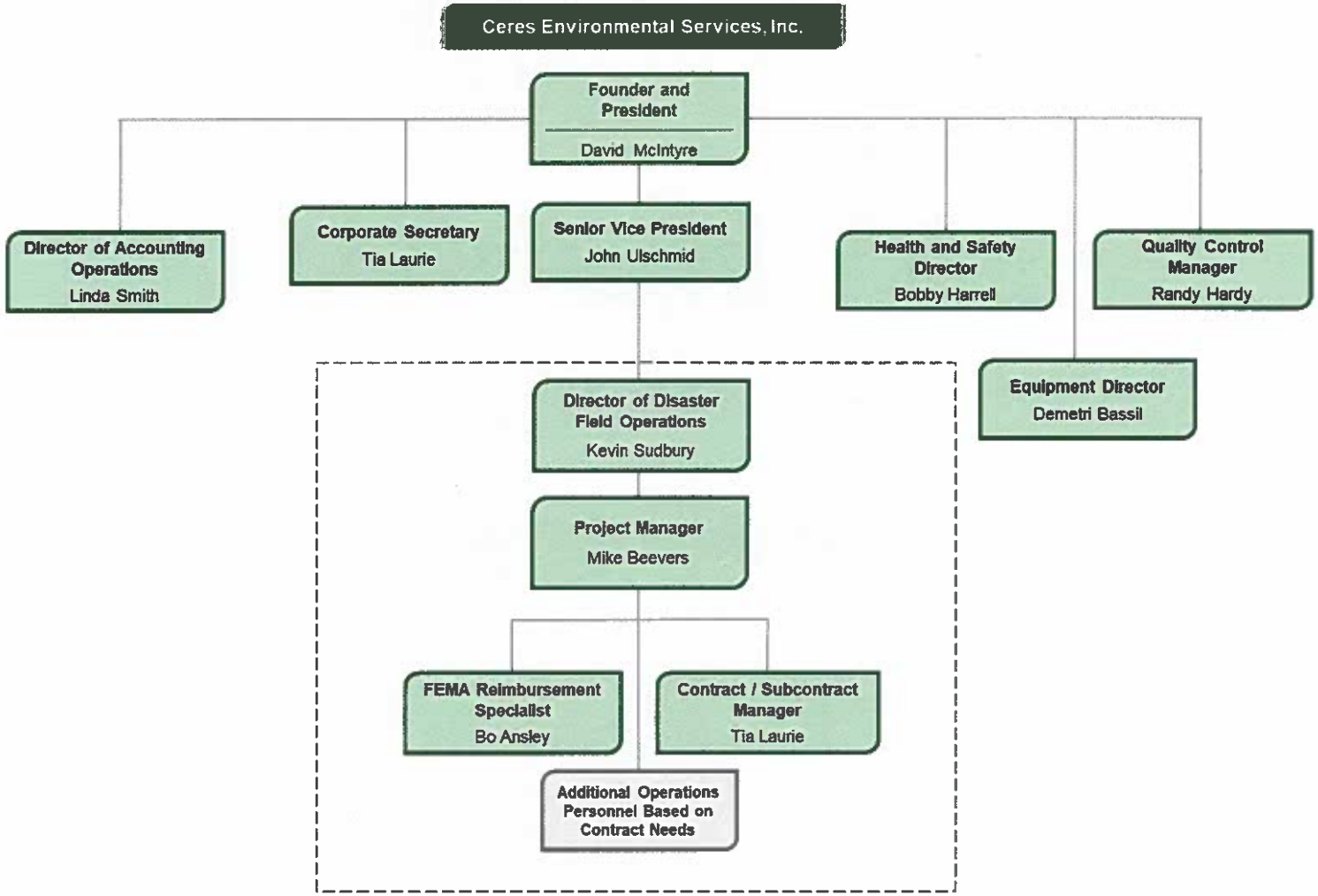
Filed on or about November 18, 2019, plaintiffs Edna Elizabeth Freeman and Godfrey Smith contend that a three (3) bedroom one (1) bathroom house on their jointly owned property on St. John, U.S. Virgin Islands (USVI) was negligently demolished by a Ceres team working on the island following Hurricanes Irma and Maria. Plaintiffs further allege that they did not discover the loss for almost a year because they were unable to access the property until November 2017 due to the damage caused by the hurricanes. Ceres contends that contracted work performed by the company in the USVI did not include any private property work, and only included debris removal from public right of way. The subcontractor involved is defending this case.

3. *Reynier Reyes Regalon v. Greenspoint C, LLC; Ceres Environmental Services, Inc; LAS Transport, LLC; Art Sisavath; Alan Gore; and John Doe's 1-10; Harris County, TX [DISMISSED]* (Construction)

Filed on or about July 5, 2019, plaintiff Reynier Reyes Regalon contended that on or about May 5, 2019, he was in his parked truck in Houston, Texas, when another truck pulled up adjacent to him and dropped its truck bed onto the roof of the plaintiff's vehicle, causing the plaintiff to sustain injuries and damages. At the time of filing, the plaintiff was unable to identify which of the named defendants employed the driver or the equipment owner; neither the driver nor the equipment owner is a Ceres employee. This matter has since been clarified. This was settled amongst all parties.

5.2 Managerial Structure

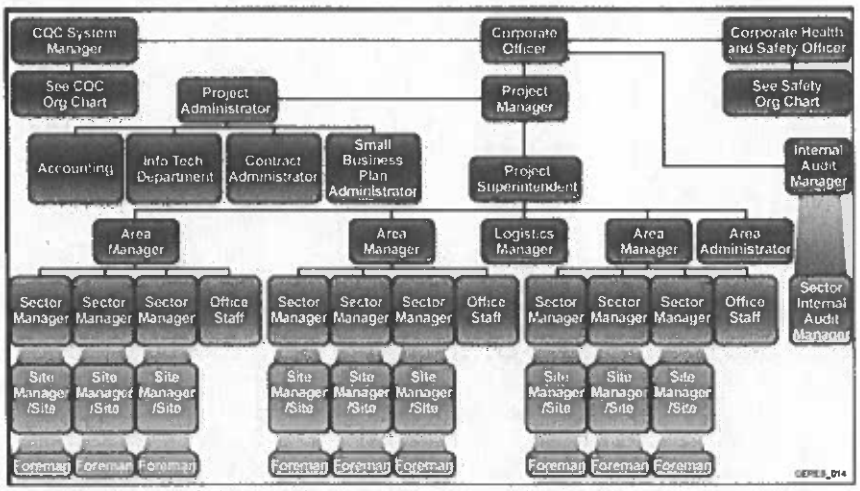
Ceres Environmental Services, Inc. is a privately held company owned and operated by its President, David McIntyre. The mobilization and contract administration headquarters for this contract will be our Houston, Texas office, with other offices, equipment facilities, staging sites, and recycling centers in Louisiana, Florida and Minnesota.



Ceres is structured so that one or two of the corporate officers can be absent from headquarters for extended periods of time to manage projects from the field. There are always one or two remaining at headquarters to ensure continuity of management. This proved very useful when Ceres was awarded a $1 billion contract by the U.S. Army Corps of Engineers to perform a disaster debris contract following Hurricanes Katrina and Rita, in which two of Ceres' officers were in the field in Louisiana for over six months.

Project Management

In Ceres' experience, disaster recovery is project-based. It is best managed using the principles of formal project management that are also embedded in the National Incident Management System and its Incident Command System (ICS). Therefore, Ceres has organized its disaster response work in a manner that relies heavily on a Project Manager (PM) whose position is analogous to the Incident Commander under the ICS. The PM oversees all field production and supervises a Project Administrator who is in charge of administrative functions on a project basis. The PM also supervises the Project Superintendent and several Area Managers (whose quantity depends on the size of the project), who supervise Sector Managers, who supervise Site Managers. The Site Managers supervise a physical location, which may be a TDSR site, a debris loading site, or a demolition site, and the personnel they supervise are generally foremen or people physically performing the work.



Ceres Project Management organization can be adjusted to fit the size of the project and the area of coverage by changing the number of Area, Sector and Site Managers.

The Project Manager also supervises the work of a Logistics Manager and an Area Administrator, who are staff people. At the Sector level, it is customary to have office staff. This structure allows for optimal production since multiple crews (depending on project size) are supervised and maintained while all safety, data management, and tracking protocols are being met in conjunction with quality performance.

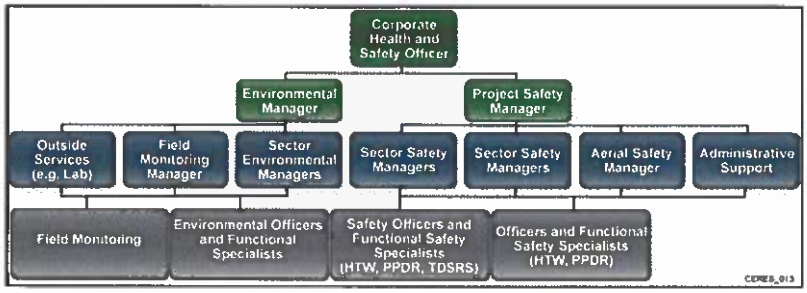
The Project Administrator supervises the administrative staff on a field project. The staff provides support for the line managers and supervisors in the field on the jobsite. The Small Business Plan Administrator locates contracts with and administers relations with subcontractors. On large projects, the Small Business Plan Administrator may have clerical help, and will provide technical support for our subcontractors, such as assistance in preparing certified payrolls if required. The Information Technology (IT) department is responsible for tracking all types of data on the project, record keeping, and database management, and the accounting staff provides onsite support for Ceres personnel.

Internal Audit

The Internal Audit department is a critical component of the Ceres management team. During the work on Hurricane Katrina recovery, especially during the private property debris removal activities, Ceres' management noticed that the quantity of quality control personnel was very high compared with the quantity of traditional production personnel. To maintain assurance that a project was proceeding as it should, and that personnel in all aspects of the project are performing as they should, Ceres has instituted the position of Internal Audit Manager, who supervises Audit Managers. These individuals review activities in the field as well as review files in the office to be sure that all Ceres employees are doing their work as specified in the contract. The rigors of a Six Sigma program are not planned, but Ceres senior management believes that this addition to our organization will help Ceres strengthen its performance.

Project Safety

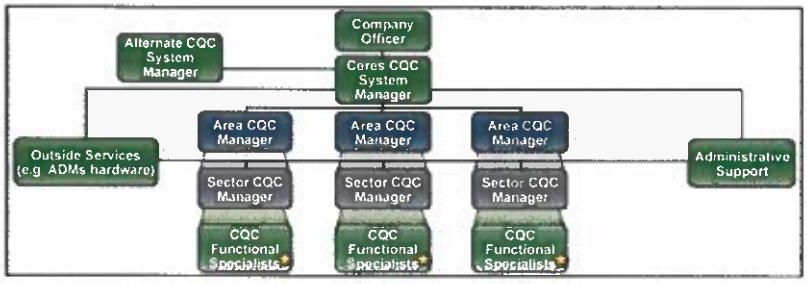
Ceres maintains a Corporate Health and Safety Officer to whom the Environmental Manager and a Project Safety Manager report for each project underway. Sector Managers report to the Environmental Manager and Project Safety Manager, and functional specialists work in the field with specialized training to fill specific needs such as asbestos inspections. The Project Safety Manager in the field is responsible to the Corporate Health and Safety Officer for monitoring safety conditions and developing measures for assuring the safety of all assigned personnel.



Additional Safety Officers, Functional Safety Specialists and Sector Safety Managers can be added as needed for coverage and to keep spans of control between three and five.

Project Contractor Quality Control

The CQC System Manager reports directly to the Company President in accordance with best corporate practice. Depending on the size of the event, the organization can be readily expanded by adding additional Area and Sector Managers and Functional Specialists. This allows us to maintain coverage and keep spans of control within the ideal three to seven direct reports.



Having the Quality Manager report directly to a company officer means that quality issues get visibility at the highest levels in the company.

Company and Project Leadership

Ceres will assign personnel resources to an event based on the size and scope of the disaster. The personnel resumes included elsewhere represent the full spectrum of personnel immediately available to Ceres. They are assigned at a seniority level and in numbers commensurate with the event. This is in accordance with the principles of the FEMA Incident Command System.

5.3 Past Performance > 350,000 CY

Ceres Environmental Services, Inc. has been working actively in the disaster recovery business since our founding in 1976, completing over 330 FEMA-reimbursed projects. Below is our past performance of debris removal projects in excess of 350,000 cubic yards within the last five (5) years; additional details on our past performance are available upon request. **Over the past five years, all of Ceres' clients eligible for FEMA reimbursement have received the maximum amount for which their jurisdiction was eligible, typically between 75% and 100% based on FEMA regulations.**

Project	Date	Total CY	Value	Contact	Comments
FDOT District 2 – Taylor County, FL	September 2023 – February 2024	1,752,129	$30,991,644	Kevin Rogers, Dist. 2 Construction Services Manager, Tel (352) 961-7416; FAX (386) 961-7416, Kevin.Rogers@dot.state.fl.us	Removal and reduction of Debris following Hurricane Idalia
Cape Coral, FL	September 2022 – May 2023	2,707,047	$64,888,996	Terry B. Schweitzer, Solid Waste Manager; Tel: 239-573-3136; tschweitzer@capecoral.gov	Removal of Debris Following Hurricane Ian
North Port, FL	October 2022 – March 2023	2,446,843	$42,031,396	Frank Lama, Solid Waste Manager, Tel.: (941) 240-8074; flama@northportfl.gov	Removal of Debris Following Hurricane Ian
Livingston Parish, LA	August 2021 – January 2022	1,322,210	$23,019,328	Shannon Dyer, Deputy Director of Homeland Security & Emergency Preparedness, Tel. (225) 247-8883, lohsep1@lpgov.com	Removal and disposal of debris following Hurricane Ida
Allen Parish, LA	September - December 2020	550,846.00	$8,526,706.44	Jacob Dillehay, P.E., Tel. (337) 639-4328; jdillehay@appi.us	Collection and disposal of debris generated from Hurricane Laura.
Linn County, IA	September 2020 - January 2021	681,998	$9,476,677	Brad Ketels, Linn County Engineer, 319-892-6404; brad.ketels@linncountyiowa.gov	Removal and disposal of debris resulting from August derecho.
Linn County, IA	August - September 2020	479,167.52	$6,662,897.33	Brad Ketels, Linn County Engineer, Tel. (319) 892-6404 brad.ketels@linncountyiowa.gov	Removal and disposal of debris resulting from August derecho.
Cameron Parish, LA	August 2020 – May 2021	1,151,059	$28,880,677	Katie Armentor, Police Jury Administrator, (337) 540-8617 or (337) 775-2608; karmentor@cameronpj.org	Removal, reduction, and disposal of debris generated from Hurricane Laura and Hurricane Delta.
Hamilton County, TN	April – June 2020	409,504.30	$5,369,509.79	John Agan, Director of Engineering & Facilities Maintenance, Tel. (423) 315-3840; johna@hamiltontn.gov	Tornado debris collection, reduction, and disposal.
CalRecycle	January 2019 – May 2020	1,536,916 CY (768,458 tons) 3083 ROEs	$246,156,950	J Todd Thalhamer, PE, Tel: (530) 391-2230; Todd.Thalhamer@calrecycle.ca.gov	Wildfire Structure and Debris removal in Butte County, CA Camp Fire

5.4 Additional Potential Subcontractors

Ceres Environmental Services, Inc. has identified the following potential subcontractors for the City of Tyler, TX **in addition to those listed on Question 11 of the Qualifications and References Questionnaire.** Ceres has made Good Faith Efforts to contact Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus area firms that are certified subcontractors that perform the services in the scope of work of this RFP. All subcontractor utilization is dependent on the size and severity of an event, and since this is a pre-event contract with no established work to perform, the percentage of work to be performed by each subcontractor is disaster dependent. Ceres understands that the use of any subcontractors not listed in this proposal requires written approval from the City of Tyler.

Category Key: SB = Small Business; SBE = Small Business Enterprise; WO = Woman-Owned; WOSB = Woman Owned Small Business; VO = Veteran-Owned; SDVO = Service-Disabled Veteran Owned; SLDBE = State Local Disadvantage Business Enterprise; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; SDBE = Small Disadvantaged Business Enterprise; HUB = HUB Certified; ESB = Emerging Small Business; MBE = Minority Business Enterprise

Potential Subcontractors for Tyler, TX

Company Name	Location	Scope of Work	Percent of Work	Certificates
A&M Logisitics of Texas	Red Oak, TX	Sand Screening	TBD	
Q Roberts Trucking	Seagoville, TX	Debris Removal	TBD	MBE
2 Pees in a Pot	San Antonio, TX	Portable Toilet Rentals.	TBD	HUB, SBE, WBE
JNE Green Team	Houston, TX	Debris Removal, Tree Trimming & Removal.	TBD	MBE
Highland Trucking & Equipment, Inc.	Perkinston, MS	Debris Removal, Emergency Road Clearance, Tree Trimming & Hauling, Stump Removal, Mulch Haul Out.	TBD	DBE
Big Dog Express of South FL.	Pahokee, FL	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out.	TBD	MBE
Trees R Us	Ingleside, IL	Debris Removal, Tree Trimming & Removal, Stump Removal, Marine Debris, Sand Screening, Mulch Haul Out, Grinding. Certified Arborist.	TBD	SBE, WBE,
Siles & Sons	Orlando, FL	Debris Removal, Tree Trimming & Removal, Hauling	TBD	MBE, DBE
Liberty Management Group	Toccoa, GA	Debris Removal, Hauling, Emergency Road Clearance, Tree Trimming and Removal, Mulch Haul Out	TBD	
Big Gator Construction	St. Armant, LA	Debris Removal, Hauling, Emergency Road Clearance, Tree Trimming and Removal, Mulch Haul Out	TBD	
LZ Logistics, LLC	Mountain Grove, MO	Debris Removal, Hauling, Emergency Road Clearance, Tree Trimming and Removal, Stump Removal, HHW Removal	TBD	

Company Name	Location	Scope of Work	Percent of Work	Certificates
WRC	Bark River, MI	Debris Removal, Tree Trimming & Removal, Stump Removal,	TBD	
Spencer Olson Trucking, LLC	Whitehall, WI	Debris Removal, Tree Trimming & Removal.	TBD	
Mullins Enterprises	Pikeville, KY	Debris Removal, Mulch Haul Out.	TBD	
Tri State Timber Land Improvement, LLC	Memphis, MO	Disaster Debris Removal, Tree Trimming & Removal, Stump Removal, Grinding, Mulch Haul Out.	TBD	
Matthew & Jody's Tree Service	Lanett, AL	Debris Removal, Tree Trimming, Stump Removal, Emergency Road Clearance	TBD	
Optimal Recovery, LLC	Dade City, FL	Disaster Recovery, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Marine Debris, HHW Removal, Mulch Haul Out	TBD	

***NOTE - ATTACHMENT A PRICING SHEET BEGINS AT THE BOTTOM OF THIS PAGE**
INSURANCE REQUIREMENT AFFIDAVIT IS COMPLETED AND INCLUDED IN TAB 7 - ADDITIONAL REQUIRED FORMS

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able, within ten (10) working days after given notice to proceed, to furnish a valid insurance certificate to the City of Tyler meeting all the requirements contained in this bid.

_____ _____
Agent Signature Printed Name

_____
Name of Insurance Carrier

_____
Address of Agency City State Zip

_____
Phone # Fax # Email Address

_____
Vendor / Contractor Name

Acknowledgement

Subscribed ad Sworn before me by the above named _____

On this day of _____, 2018.

(seal)

_____
Notary Public in and for the State of _____

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at City of Tyler, Purchasing at 903-531-1232.

ATTACHMENT A: PRICING SHEET

Please provide a cost per unit for services that your firm can provide.

Bid Sheet			
Category	**Field Name and Description**	**Unit**	**Cost per Unit**
Vegetative Collect and Haul to DMS	0-15 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$8.48
	16-30 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$8.68
	31-60 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$8.68
	60 + Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$8.68
Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$8.48
	16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$8.78
	31-60 Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$8.78
	60 + Miles Veg from Right-of-Way (ROW) to Final Disposition *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$8.78
Management and Reduction	Grinding *Grinding/chipping vegetative debris*	CY	$2.98
	Air Curtain Burning *Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)*	CY	$2.85
	Air Curtain Burning *Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)*	CY	$3.28
	Open Burning *Open Burning vegetative debris*	CY	$1.35
	Compacting *Compacting vegetative debris*	CY	$1.45

	Debris Management Site Management *Preparation, management, and segregating at DMS*	CY	$0.98
Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$3.75
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$4.49
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$4.98
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$5.28
C&D Collect and Haul from ROW to DMS	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance up to 15 miles*	CY	$8.48
	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$8.68
	31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$8.78
	60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) *C&D collect and remove for a haul distance of 60+ miles*	CY	$8.84
Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	$8.48
	16-30 Miles C&D from Debris Management Site (DMS)to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$8.68
	31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$8.78
	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance of 60+ miles*	CY	$8.84

Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Compacted C&D from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	$3.98
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$4.49
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$4.98
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition *C&D collect and remove for a haul distance of 60+ miles*	CY	$5.28
C&D Collect and Haul from ROW to Final Disposition	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	$6.69
	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$6.69
	31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$10.49
	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D *collect and remove for a haul distance of 60+ miles*	CY	$10.98
Management and Reduction	Compacting *Compacting C&D debris*	CY	$1.48
	Debris Management Site Management *Preparation, management, and segregating at DMS*	CY	$0.98
Tree Operations	Hazardous Tree 6" - 12" *Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$15.00
	Hazardous Tree 13" - 24" *Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$148.00
	Hazardous Tree 25" - 36" *Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$198.00
	Hazardous Tree 37" - 48" *Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$248.00

	Hazardous Tree 49+ *Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level*	Per Tree	$298.00
	Trees with Hazardous Limbs *Hazardous Hanging Limb removal greater then 2"*	Per Tree	$99.98
	Hazardous Stumps >24" - 36" *Hazardous stump removal for a 24-36 inch stump diameter*	Per Stump	$179.00
	Hazardous Stumps >37" - 48" *Hazardous stump removal for a 37-48 inch stump diameter*	Per Stump	$228.00
	Hazardous Stumps >49" *Hazardous stump removal for a 49+ inch stump diameter*	Per Stump	$248.00
	Stump Fill Dirt *Fill and compact dirt for stump holes after removal*	CY	$29.98
Specialty Removal	Waterway Debris Removal *Debris Removed from canals, rivers, creeks, streams, and ditches*	CY	$59.00
	Sand Collection and Screening *Pick-up, screen, and return debris laden sand/mud/dirt/rock*	CY	$38.98
	Silt/Sand Removal *Removal of silt or sand that creates a threat to public health and safety*	CY	$15.98
	Vehicle Removal from Public Property *Removal, storage, and disposal of eligible vehicle per State Laws*	Unit	$80.00
	Vessel Removal (Land) *Removal, storage, and disposal of eligible vessel from public property per State Laws*	Unit	$190.00
	Vessel Removal (Marine) *Removal, storage, and disposal of eligible vessel from public waterways per State Law*	Unit	$998.00
	Carcass Removal *Removal of debris that will decompose (animals and organic fleshy matter*	Pound	$0.98
	ROW White Goods Removal *Pick-up and haul of white goods to disposal site*	Unit	$35.00
	Freon Management *Freon management and recycling*	Unit	$65.00
	Electronic Waste *Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items*	Unit	$19.00

	Putrescent Waste *Removal of spoiled food items, or debris that will decompose or rot*	Pound	$4.98
	Hazardous Household Waste *HHW removal and disposal*	Pound	$4.98
	Bio-waste *Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste*	Pound	$6.98
	Small Engines/Lawn Mowers *Collect and remove small engines, lawn mowers, or other motorized items that can be recycled*	Unit	$19.00
PPDR Vegetative Collect and Haul to DMS	0-15 Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$13.48
	16-30 Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$13.68
	31-60 Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$13.78
	60 + Miles Veg from Private Property to Debris Management Site (DMS) *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$13.84
PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance up to 15 miles*	CY	$13.48
	16-30 Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance between 16 and 30 miles*	CY	$13.68
	31-60 Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance between 31 and 60 miles*	CY	$13.78
	60 + Miles Veg from Private Property to Final Disposition *Vegetative collect and remove for a haul distance of 60+ miles*	CY	$13.84
PPDR C&D Collect and Haul to DMS	0-15 Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance up to 15 miles*	CY	$13.48
	16-30 Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$13.68

	31-60 Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$13.78
	60 + Miles C&D from Private Property to Debris Management Site (DMS) *C&D collect and remove for a haul distance of 60+ miles*	CY	$13.84
PPDR C&D Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense)	0-15 Miles C&D from Private Property to Final Disposition *C&D collect and remove for a haul distance up to 15 miles*	CY	$13.48
	16-30 Miles C&D from Private Property to Final Disposition *C&D collect and remove for a haul distance between 16 and 30 miles*	CY	$13.68
	31-60 Miles C&D from Private Property to Final Disposition *C&D collect and remove for a haul distance between 31 and 60 miles*	CY	$13.78
	60 + Miles C&D from Private Property to Final Disposition *collect and remove for a haul distance of 60+ miles*	CY	$13.84

PROPOSAL OF BIDDERS

The term RFP, PROPOSAL and BID are used as interchangeable terms in this document.

All:

The following proposal is made for furnishing the materials/services for the City of Tyler, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the RFP and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department of Transportation (DOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements 49 CFR part 26. The proposer shall take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Further, pursuant to City of Tyler, no person shall be favored or discriminated against with respect to any contract on account of age, race, sex, religion, national origin, sexual orientation, gender identity, pregnancy, or political beliefs.

The undersigned hereby proposes to furnish any supplies or equipment necessary for this bid/RFP, F.O.B. City of Tyler, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so doing the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Bidder or Bidder's company boycotts Israel or will boycott Israel during the contract, does business with Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller
Pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

PROPOSAL OF BIDDERS

In addition, the Vendor who wins a bid/proposal award must guarantee that they will not employ a subcontractor in the performance of the bid award who falls under either law. Submission of a bid proposal shall be deemed an affirmative statement that Bidder does not and will not boycott Israel, and Bidder does not and will contract with Iran, Sudan, or any terrorist organization. If you need to provide the city any detail regarding these new laws, please attach details as needed.

Please sign on the line below as verification that your company is not excluded from contracting with the City of Tyler by either Texas law, **and will remain in compliance with all of the above for the term of the bid award.**

SIGNATURE: _____

PROPOSAL OF BIDDERS

Page 3 of 3

RFP #24-025
REQUEST FOR PROPOSAL FOR
STREET SWEEPING SERVICES

Respectfully Submitted,

PLEASE PROVIDE A COPY OF YOUR W-9

Tia Laurie
SIGNATURE

July 8, 2024
DATE

Tia Laurie
PRINTED NAME

Corporate Secretary
TITLE

Ceres Environmental Services, Inc.
COMPANY NAME

Tia Laurie
CONTACT PERSON

6371 Business Boulevard, Suite 100 | Sarasota | FL | 34240
MAILING ADDRESS | **CITY** | **STATE** | **ZIP**

3825 85th Avenue North | Brooklyn Park | MN | 55443
PAYMENT ADDRESS | **CITY** | **STATE** | **ZIP**

(800) 218-4424
PHONE NUMBER

(866) 228-5636
FAX NUMBER

contact@ceresenv.com
E-MAIL ADDRESS

www.ceresenvironmental.com
WEB PAGE

HUB Vendor Status ____ **YES (attach certification)** ____ **NO**

HUB VENDORS: HUB vendors (Historically Underutilized Business) are vendors who's company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm

NO PROPOSAL RESPONSE: If response is not received in the form of a "RFP Proposal" or "No Proposal Response" bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

988

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ceres Environmental Services, Inc.

2 Business name/disregarded entity name, if different from above

Ceres Environmental Services, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6371 Business Boulevard, Suite 100

6 City, state, and ZIP code

Sarasota, FL 34240

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	1	–	1	8	1	6	0	7	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Lid Lam Date ▶ 2/8/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

BOND REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE BONDING AGENT.

I, the undersigned agent, certify that the bonding requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able, within ten (10) working days after being given notice to proceed, to furnish the required payment and performance bonds the CITY(IES) meeting all of the requirements contained in this bid.

Agent Signature

Joshua R. Loftis
Printed Name

Liberty Mutual Insurance Company
Name of Insurance Carrier

175 Berkeley Street — Boston, — MA — 02116
Address of Agency — City — State — Zip

(617) 357-9500 — (617) 574-5955 — sengstrum@holmesmurphy.com
Phone # — Fax # — Email Address

Ceres Environmental Services, Inc.
Vendor / Contractor Name

Acknowledgement

Subscribed ad Sworn before me by the above named Joshua R. Loftis

On this day of July 1, 2024, 2018x

(seal)

SANDRA M. ENGSTRUM
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2026

Notary Public in and for the State of Minnesota

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contact the next lowest/responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at City of Tyler, Purchasing at 903-531-1232.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210698 - 190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brian J. Oestreich, Colby D White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. C. Bowman, R. W. Frank, Rachel Thomas, Ross S. Squires, Sandra M. Engstrum, Sarah Dragt, Ted Jorgensen, Tina Domask

all of the city of Minneapolis state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 31st day of August, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 31st day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of July, 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, letter of credit, currency rate, interest rate or dual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

THIS FORM MUST BE TURNED IN WITH YOUR PROPOSAL

INSURANCE REQUIREMENT AFFIDAVIT

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT.

I, the undersigned agent, certify that the insurance requirements contained in this bid document have been reviewed by me with the vendor identified below. If the vendor identified below is awarded this contract by the City of Tyler, I will be able, within ten (10) working days after given notice to proceed, to furnish a valid insurance certificate to the City of Tyler meeting all the requirements contained in this bid.

Jeffrey T. 7/2/2024 — Agent Signature

Jeffrey Whitworth — Printed Name

Holmes Murphy & Associates, LLC
Name of Insurance ~~Carrier~~ Agency

1601 Utica Ave. S, Suite 700 — Address of Agency
St. Louis Park, MN 55416 — City State Zip

(801)532-5976 — Phone #
n/a — Fax #
jwhitworth@holmesmurphy.com — Email Address

Ceres Environmental Services, Inc.
Vendor / Contractor Name

The above answers do not modify coverage. Please see the COI for a summary of coverage. The above signing broker does not warrant the accuracy of the responses provided.

NOTICE TO THE AGENT

If this time requirement is not met, the City has the right to declare this vendor non-responsible and award the contract to the next lowest responsible bidder meeting the specifications. If you have any questions concerning these requirements, please contact Sherry Pettit at City of Tyler, Purchasing at 903-531-1232.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2024

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

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

PRODUCER
Holmes Murphy & Associates LLC
2727 Grand Prairie Parkway
Waukee IA 50263

CONTACT NAME: Jeffrey Whitworth
PHONE (A/C, No, Ext): 801-532-5976 **FAX (A/C, No):**
E-MAIL ADDRESS: jwhitworth@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Westchester Fire Insurance Company	10030
INSURER C : Indian Harbor Insurance Company	36940
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CERENVPC
Ceres Environmental Services Inc.
6371 Business Boulevard Suite 100
Sarasota, FL 34240

COVERAGES **CERTIFICATE NUMBER:** 931483238 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		GLO183855304	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contr Liab Per						MED EXP (Any one person)	$ 10,000
	X Policy Form/XCU						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		BAP184004604	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Hired Auto Phy Damage	$ ACV less Ded.
B	X UMBRELLA LIAB [X] OCCUR			G46808848007	9/1/2023	9/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC183855404	9/1/2023	9/1/2024	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Instl Fltr - Completed Value			CPP250784005	9/1/2023	9/1/2024	Special Form	$2,000,000
C	Professional Liability			PEC005744403	9/1/2023	9/1/2024	ea Claim/Occ & Agg;	$10,000,000
	Contractors Pollution Liabilty						Retro date: 8/18/14	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP No. 24-025: Disaster Debris Removal Reduction, Disposal, and other Emergency Debris-Related Services.

Additional Insured only if required by written contract with respect to General Liability and Automobile Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: The City of Tyler, its officers, agents and employees; and Others as required by written contract, per policy terms and conditions.

General Liability, Automobile & Workers Compensation policies include a provision that a 30-day notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER

City of Tyler, Texas
Purchasing Department
304 North Border
Tyler TX 75702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ceres Environmental Services Inc.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO183855304	Effective Date: 09/01/2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

   b. The ISO CG 20 37 (10/01 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

   (1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

   (2) "Your work", with respect to Paragraph **1.b.** above,

   which is the subject of the written contract or written agreement.

   However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

   (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

   (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

   a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

   b. The ISO CG 20 37 (07/04 edition),

   such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

   (1) Your acts or omissions; or

   (2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Ceres Environmental Services, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.** Not Applicable

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.** Not Applicable

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.** Not Applicable

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

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Signature of vendor doing business with the governmental entity

July 8, 2024
Date

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. M-6

Date: July 24, 2024

Subject: Request that the City Council consider appointing a member to the Smith County Reinvestment Zone No. 1 Board of Directors.

Item Reference: **Tax Increment Financing Act; Texas Tax Code Chapter 311; Section 311.009(a)**

On January 31, 2023, Tyler Economic Development Council (TEDC) acquired approximately 412 acres to develop as an industrial park. The property is unimproved farm and timber land.

On February 28, 2023, the Smith County Commissioners Court approved an Order for the Designation of a Reinvestment Zone, designating an area consisting of approximately 718.4 acres as Smith County Reinvestment Zone No. One. The Commissioners Court amended the boundaries of the Zone by Order of the Commissioners' Court on May 9, 2023, extending the Zone to a total of approximately 820 acres. The 412 acres purchased by TEDC is located within the Zone. TIRZ board appointments must be established first as part of a newly formed TIRZ (see attached boundary map). Taxing entities within the boundaries of the zone may have representation on the board regardless of their participation in the zone. After taxing entities are invited to have representation on the TIRZ board, they will be asked to consider their participation within the TIRZ.

Camp Fannin Properties Inc. purchased 150 acres from TEDC for use by Great Southern Wood Preserving, Inc. (YellaWood). The company plans to construct a manufacturing and distribution facility and will be the anchor tenant in the industrial park. Business/industrial development has also occurred to the east of the Zone along State Highway 155, including Averitt Express, Pepsi Beverages, and Nabors Drilling & Technologies.

A portion of the Zone is in the City of Tyler and the rest of the Zone is in the extraterritorial jurisdiction of Tyler (Exhibit A). Water, sanitary sewer, and sanitation services are available from East Texas Municipal Utility District of Smith County along the central and northeast portions of the Zone. Natural gas is available from the City of Winona, Texas at the intersection of I-20 and State Highway 155. Electric service is available from ONCOR Electric Delivery.

On December 19, 2023, the Smith County Commissioner's Court approved an Order designating the Zone for tax increment financing pursuant to Chapter 311 of the Texas Tax Code. The Order provided that the TIF Zone shall be governed by a board of directors consisting of seven members with each taxing unit other than the County within the reinvestment zone appointing one member. On July 19, that Order was amended to increase the board size to nine members.

The Tyler Economic Development Council requests that the City Council appoint Heather Nick or another representative as a member of the Smith County Reinvestment Zone No. 1 Tax Increment Financing Board. The membership term shall be from the time of appointment through December 31, 2025, and renewable for two-year terms thereafter.

RECOMMENDATION:

The Tyler Economic Development Council requests that the City Council appoint Heather Nick or another representative as a member of the Smith County Reinvestment Zone No. 1 Tax Increment Financing Board. The membership term shall be from the time of appointment through December 31, 2025, and renewable for two-year terms thereafter.

Attachments:
Smith Co TIRZ Boundary map

Drafted/Recommended By:
Department Leader Heather Nick, AICP, Assistant City Manager

Edited/Submitted By:
City Manager


Measurement
Acres
Measurement Result
820.2 Acres
Clear
155
TEXAS
INTERSTATE
20
336
334
Within Tyler
City Limits
334
155
TEXAS
271
Fire
Station #2
University
Texas Health
Center
Friendline Rd
1000

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-1

Date: July 24, 2024

Subject: Request that the City Council consider declaring Lot 10, Block 722A as surplus property and authorize the City Manager to dispose of this property through a bidding process.

Item Reference:

The vacant property was intended to serve as a water well but was abandoned or never developed. This lot creates expenses for the city and has no strategic value for any city department. Staff recommends that the City consider disposing of this property and placing it back on the property tax roll. Furthermore, once sold, it would alleviate further expenses for the city to maintain the property.

An adjoining landowner has expressed an interest in purchasing this property, although a bidding process is required.

RECOMMENDATION:

Recommend that the City Council consider declaring Lot 10, Block 722A as surplus property and authorize the City Manager to dispose of this property through a bidding process.

Attachments:
2310 Robertson Ave map

Drafted/Recommended By:
Department Leader Lance Yarema, GIS Coordinator

Edited/Submitted By:
City Manager



Spatial Reference
Name: NAD 1983 StatePlane Texas North Central FIPS 4202 Feet

6/11/2024

City of Tyler

1 inch equals 40 feet

Path: \\cityoftyler.net\shared\Users\FOLDER_REDIRECTIONS\yaneml\Desktop\GIS (Pro)\GIS (Pro)\GIS (Pro).aprx

Proposed Surplus Property Declaration

1002

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-2

Date: July 24, 2024

Subject: Request that the City Council consider ratifying the purchase of four (4) tractor trucks from Holt Truck Centers Tyler, Texas, for the City of Tyler Solid Waste Department; Texas Sourcewell contract 060920-NVS. The purpose of the trucks is for hauling waste sludge. The purchase price of $167,177.35 per unit less trade in allowance of $74,700.00 leaving a purchase price of $92,477.35 per truck. The total purchase is $369,909.40.

Item Reference:

On 2/14/24, the City Council approved the purchase of (4) tractor trucks from Holt Truck of Tyler through Buyboard contract 687-222. After looking into the contract, Holt Truck did not have authorization to bid these units through Buyboard. Holt Truck held the Sourcewell Contract 060920-NVS which has a better price agreement for The City of Tyler. Purchase cost will be $167,177.35 per unit less trade in allowance of $74,700 leaving a purchase price of $92,477.35 per truck. The total purchase is $369,909.40. A savings of $24,490.60. These units have been ordered and expected delivery is in October 2024. The trucks will have a bumper to bumper 36-month warranty and a guaranteed trade in at the end of 3 years. Funds to purchase these units will need to be available in FY2025 VES replacement budget 640-0661-641-2604.

RECOMMENDATION:

It is recommended that the City Council consider ratifying the purchase approval for (4) tractor trucks that can haul waste sludge for Waste Collection from Holt Truck Centers Tyler, Texas Sourcewell contract 060920-NVS for a purchase price of $167,177.35 per unit less trade in allowance of $74,700.00 leaving a purchase price of $92,477.35 per truck. The total purchase is $369,909.40

Attachments:
Copy of 6-19-24 City of Tyler HX520 2024 USA Sourcewell Class 68 Workbook Official Sourcewell

Drafted/Recommended By:
Department Leader Stan Stoffregen Fleet Manager

Edited/Submitted By:
City Manager

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Tyler - Sourcewell Account # 33152	Holt of Texas
Contact:	Debora Schreck	Chad Hidalogo
Address:	PO Box 2039	#060920-NVS
City/State/Zip:	Tyler TX 75710	
Phone:	903-531-1321	
Email:	dschreck@tylertexas.com	

Proposal Number	4520-01
Date	6/19/2024
Quantity of this Specification	4
Single Sourcewell Transaction Total Volume	4

Chassis				
New 2025 International HX520 /X15 Chassis			$	299,893.00
Base Chassis List	$	255,985.00		
Options List	$	43,908.00		
Sourcewell Contract Discount		49.1%	$	(147,290.65)
Volume Incentive			$	-
Material Price Increases			$	-
Net Sourcewell Chassis Price			$	152,602.35
Sourcewell Partner Body				
			$	-
			$	-
Handling Fee		4.00%	$	-
Non-Sourcewell Dealer Supplied Body				
			$	-
			$	-
Handling Fee		5.00%	$	-
Additional Post Build Work				
Shop Up fit and preperation for delivery			$	1,500.00
PTO / Hydraulic Tank			$	10,000.00
			$	-
Handling Fee		5.00%	$	575.00
Service Contracts				
			$	-
			$	-
			$	-
Additional Freight				
			$	-
			$	-
Additional Floorplan				
Floorplan intrest past 45 days			$	2,500.00
			$	-
Additional Fees & Taxes				
title transfer			$	-
document fee			$	-
temporary tag			$	-
Final Sourcewell Per Vehicle Price FOB			**$**	**167,177.35**
Final Sourcewell Total Vehicle(s) Price			**$**	**668,709.40**

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	**$200**
A26 Incremental Parts Credit - Fleet Charge only	**$200**
Silver Package Award	**$1,200**

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

CITY OF TYLER
CITY COUNCIL COMMUNICATION

Agenda Number. C-A-3

Date: July 24, 2024

Subject: Request that the City Council consider authorizing the City Manager to ratify an interlocal agreement between Tyler Junior College and the City of Tyler for Park and Ride Service for the Transit Department and the 2024 Fourth of July show.

Item Reference:

The Fourth of July Show committee utilizes Tyler Transit to help with transportation from two locations for park and ride services. Tyler Junior College was one of the locations that was utilized to help with traffic congestion. Legal recommended transit staff have an interlocal agreement for this park and ride service. There was no cost for this service. This agreement allowed citizens to park at TJC and be transported by Tyler Transit to Lindsey Park for the fireworks show without trying to find a parking spot at Lindsey Park. This helps Tyler PD lessen the number of vehicles that come into the park.

RECOMMENDATION:

It is recommended that the City Council consider authorizing the City Manager to ratify an interlocal agreement between Tyler Junior College and the City of Tyler for Park and Ride Service for the Transit Department and the 2024 Fourth of July show.

Attachments:
COT - TJC Parking Lot Agreement Fully Executed

Drafted/Recommended By:
Department Leader Russ Jackson/Transit Manager

Edited/Submitted By:
City Manager

FACILITY LICENSE AND USE INTERLOCAL AGREEMENT BETWEEN TYLER JUNIOR COLLEGE AND THE CITY OF TYLER FOR PARK AND RIDE SERVICES FOR THE 2024 CITY OF TYLER FOURTH OF JULY SHOW

THIS INTERLOCAL AGREEMENT is made and entered into the 26 day of June, 2024 by and between **Tyler Junior College**, a public junior college authorized under the Laws of the State of Texas (**"TJC"**) acting herein by and through its governing body, and the **City of Tyler ("Licensee")**, a Texas home-rule municipal corporation, acting herein by and through its governing body.

WHEREAS, this Agreement is made under the authority granted by and pursuant to Chapter 791, Texas Government Code, known as the INTERLOCAL COOPERATION ACT; and,

WHEREAS, the parties in paying for the performance of governmental functions or services or in performing such governmental functions or services shall make payments therefore only from revenues legally available to such parties; and,

WHEREAS, the governing bodies of each party find that the project or undertaking is necessary for the benefit of the public and that each party has the legal authority to provide for such service, and the services are in the common interest of both parties hereto; and

WHEREAS, the governing bodies for each party have authorized the execution of this Agreement between Tyler Junior College and City of Tyler for the use of the Tyler Junior College West Campus Parking Lot for one (1) Park and Ride Event; and,

NOW THEREFORE, in consideration of the mutual covenants and conditions set out herein, TJC and Licensee agree as follows:

1. GRANT OF LICENSE; DESCRIPTION OF PREMISES.
TJC hereby grants to Licensee and Licensee hereby accepts from TJC a restricted and revocable license to occupy and use, subject to all the terms and conditions hereof, the TJC West Campus Parking Lot, 1530 South Southwest Loop 323, Tyler, Texas 75701-2599 ("Facilities").

2. LIMITATION TO DESCRIBED PURPOSE(S) OR EVENT(S).
The license granted is limited in scope. TJC grants permission to Licensee to use only the specified Facilities for the purpose or event set forth and only for the License Period. Any use of TJC's property outside the scope of this limited license shall be a trespass and a material breach of this Agreement which shall entitle TJC to immediately terminate the Agreement for cause. The Facilities shall be occupied and used by Licensee solely for the described purpose(s): Park and Ride for the City of Tyler sanctioned event listed below.

2.1 City of Tyler Fourth of July Show: July 4, 2024. Start time: 3:00 pm End time: 11:59 pm

3. LICENSE PERIOD.
The Facilities shall be occupied and used by Licensee solely for the period(s) or day(s) shown in Section 2.

4. LICENSE FEES AND PAYMENT.
Licensee shall pay, if applicable, TJC the amount as shown for its use of Facilities. Rental Fee: $0.00; Deposit: $0.00.

5. NO WAIVER OF IMMUNITY OR DEFENSES.
THE PARTIES, AS INDEPENDENT POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS, CANNOT INDEMNIFY EACH OTHER FOR ANY CLAIMS, DAMAGES, JUDGMENTS, COSTS, OR EXPENSES ARISING OUT OF THE SOLE OR PARTIAL NEGLIGENT OR INTENTIONAL ACT OR OMISSION BY THE OTHER. THE PARTIES AGREE THAT EACH PARTY SHALL BE LIABLE ONLY FOR DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, RELATED TO, OR ARISING OUT OF THE INTENTIONAL OR NEGLIGENT ACT OR OMISSIONS OF SUCH PARTY'S OWN RESPECTIVE OFFICIALS, AGENTS, REPRESENTATIVES, AND EMPLOYEES IN PERFORMANCE OF THIS AGREEMENT. THE AGREEMENT DOES NOT EXTEND THE LIABILITY OF THE PARTIES. NEITHER TJC NOR THE CITY WAIVES ANY IMMUNITY OR DEFENSES AVAILABLE TO IT AGAINST CLAIMS MADE BY THIRD PARTIES.

THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6. INSURANCE.

6.1 Licensee will carry at least the following insurance in the form, with companies admitted to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as TJC may require:

6.1.1 Workers Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than $1,000,000:

Employers Liability - Each Accident	$1,000,000
Employers Liability - Each Employee	$1,000,000
Employers Liability - Policy Limit	$1,000,000

All Policies must include (a) Other States Endorsement to include TEXAS if business is domiciled outside the State of Texas, (b) a waiver of all rights of subrogation and other rights in favor of TJC, and (c) an endorsement to include TJC, its board, officers, and employees as additional insureds;

6.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	$1,000,000
Damage to Premises	$ 100,000
Personal & Advertising Injury	$1,000,000
General Aggregate	$2,000,000
Products - Completed Operations Aggregate	$2,000,000

Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Licensee's (or Subcontractor's) liability for bodily injury (including death) and property damage.

6.2 Licensee will deliver to TJC:

6.2.1 Evidence satisfactory to TJC in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the commencement of the license period. Licensee's failure to do so will be a material breach of this Contract and will be grounds for termination of same for cause. Additional evidence, satisfactory to TJC in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers' Compensation and Employer's Professional Liability, will be endorsed and name TJC as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of TJC. All policies with the exception of Workers' Compensation and Employer's Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days' unconditional written notice to TJC. Licensee will be responsible for providing to TJC immediate notice of its receipt of a notice of cancellation, termination, material change, or non-renewal relating to any insurance policy required herein. This requirement may be satisfied by providing a copy of the notice received by the Licensee to the TJC within two business days or by endorsement of the policy to require notice to the TJC to be provided by the insurer.

6.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

6.3.1 Commercial General Liability Insurance; will be kept in force until receipt of Final Payment by TJC from Licensee; and

6.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until ending date of license period.

7. SURRENDER; REMOVAL OF PROPERTY.
Upon the expiration of the license period for move out or upon earlier termination of this Agreement, Licensee shall peaceably surrender to TJC possession of the Facilities provided by TJC in like good condition and repair as when received, ordinary wear and depreciation expected.

8. VENUE; GOVERNING LAW.
Smith County, Tyler Texas, will be the proper place of venue for suit on or in respect to this Agreement for actions in state court and in the Eastern District of Texas, Tyler Division, for actions in federal court. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the Laws of the State of Texas. Licensee will obtain and maintain any and all required permits and licenses.

9. ADVERTISING.
For the use of the TJC Parking Lot for the Licensee's Park and Ride Events, Licensee bears no responsibility for third-party advertising of the event. If applicable, Licensee agrees that all advertising and promotions of the event(s) shall be accurate, straightforward, true and in good taste, and further agrees to submit all such advertising and other promotional activities to TJC for advance written approval as to the content and distribution or broadcast thereof. Licensee shall not distribute, post or exhibit or permit the distribution, posting or exhibition of any signs, advertisements, show bills, lithographs, posters or cards of any description at, in or about the Facilities, unless approved in advance in writing by TJC's representative, and Licensee shall remove any approved signs, etc., no later than the time specified by TJC's representative in such approval. Licensee shall not, prior to the execution of this Agreement by both parties, publicize, nor cause to be publicized, in any manner, the event(s).

10. CONDUCT OF PERSONS; ANNOUNCEMENTS.
Licensee shall be responsible for the orderly conduct of all its officers, employees, agents, attendees, contractors, Licensees and invitees that may be at the facilities during the license period. TJC reserves the right to eject or cause to be ejected from the TJC Facilities any person or persons whose conduct is unlawful or otherwise objectionable. In addition, TJC shall have the right to make announcements at any time during the event(s) in the interest of public safety, proper operation of the Facilities, crowd control, and compliance with rules, regulations, laws, etc.

11. OCCUPANCY INTERRUPTIONS.
If, irrespective of fault of TJC, the Facilities or any part thereof shall be destroyed or damaged by fire or other cause, or if, irrespective of fault of TJC, any casualty or unforeseen occurrence, including but not limited to hurricanes, tropical storms, tornados, acts of God, war, or acts of governmental authorities ("Force Majeure"), shall render the Facilities unoccupiable and/or unusable or otherwise render this Agreement impossible of performance by TJC, or if the Facilities are required for public necessity or emergency use, this Agreement shall be at once terminated. TJC shall not, in any such case, be held liable or responsible to Licensee for any damage caused by said termination, TJC shall be relieved from any further liability by reason of the Agreement, and no claims for compensation or damage shall be made against TJC by Licensee.

12. TERMINATION BY TJC.
TJC shall have the right to terminate this Agreement immediately, without notice, and without penalty or liability, in the event of any default by Licensee in the performance of the terms and conditions hereof. TJC shall, in addition, have the right to terminate this Agreement, with or without cause, and without penalty or liability, by giving written notice to Licensee of such termination not less than twenty-one (21) days in advance of the license period.

13. TERMINATION BY CITY OF TYLER.
City shall have the right to terminate this Agreement immediately, without notice, and without penalty or liability, in the event of any default by Licensee in the performance of the terms and conditions hereof. TJC shall, in addition, have the right to terminate this Agreement, with or without cause, and without penalty or liability, by giving written notice to Licensee of such termination not less than twenty-one (21) days in advance of the license period.

14. PARAGRAPH HEADINGS.
The paragraph headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

15. TJC 'S REPRESENTATIVE.
The TJC's representative for purposes of this Agreement shall be Carlie Mauldin, TJC Event Coordinator, (903) 510-2398, carlie.mauldin@tjc.edu or her assign.

16. DAMAGES.
Licensee shall be liable for the loss of or damages to TJC's property when such loss or damage arises from the negligent or unlawful acts or omissions of Licensee, its agents, campers, invitees, or its employees. The Licensee is responsible for reporting, in writing immediately of the occurrence, damage to TJC property or personal property on TJC premises. Failure to make report to TJC of the occurrence, within the specified time, may be cause for termination of this contract.

17. DISPUTE RESOLUTION.
To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time (**"Chapter 2260"**), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by TJC and Licensee to attempt to resolve any claim for breach of contract made by Licensee.

18. PROHIBITIONS AND FIREARMS POLICY.
TJC is an alcohol, drug, tobacco, and vapor-free zone. These items are prohibited on the campus and satellite facilities. Tyler Junior College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises, satellite facilities, or in a college-owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to the Tyler Junior College Police Department, so it can be documented and properly investigated. Contact 911 for emergencies. Tyler Junior College Police can be contacted at 903 510-2222 for non-emergencies. https://www.tjc.edu/downloads/file/1045/concealed_handguns_on_campus_policy

19. LIMITATIONS.
THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TJC [redacted] TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TJC'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; ON; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE **"LIMITATIONS"**), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON TJC [redacted] EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

20. NOTICES.
All notices to be given under this Agreement shall be deemed to be duly given when mailed by registered or certified, mail, postage prepaid, to TJC, Attn: Shelly Roberts, Director Contract Administration, 1327 South Baxter, Tyler Texas 75701. For City of Tyler: Russ Jackson, Transit Manager, 210 E. Oakwood, Tyler, Texas 75702.

21. PUBLIC INFORMATION.
It will be the independent responsibility of City and TJC to comply with Chapter 552 of the Texas Government Code (Public Information Act), as it applies to the Contracting Parties' respective information. City is not authorized to receive public information requests or take any action under the Public Information Act on behalf of TJC. Likewise, TJC is not authorized to receive public information requests or take any action under the Public Information Act on behalf of City.

22. ENTIRE AGREEMENT.
This Agreement supersedes all prior agreements, written or oral, between Licensee and TJC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TJC and Licensee. 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in this Agreement.

23. AGENCY; INDEPENDENT CONTRACTOR.
The parties agree and acknowledge that each entity is not an agent of the other entity, and that each entity is responsible for its own acts, forbearance, negligence and deeds, and those of its agents and employees in

conjunction with this Interlocal Agreement. The Agreement does not and shall not be construed to entitle any party or any party's respective employees, if applicable, to any benefit, privilege, or other amenities of employment applicable to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this by their duly authorized representatives.

Approved and Agreed to:

CITY OF TYLER

By: _____

Print Name: JAKE HOOTER

Title: ASSISTANT TRANSIT MANAGER

Date: 6/28/2024

TYLER JUNIOR COLLEGE

By: _____

Print Name: Dr. Juan Mejia

Title: President & CEO

Date: 7/1/24

TJC Contracts Shelly Roberts