

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into effective as of the 30th day of September, 2017 (the "Effective Date"), by and between **CITY OF BAY CITY, TEXAS** (the "City") and **DEBRISTECH, LLC**, a Mississippi limited liability company (the "Contractor").

RECITALS

WHEREAS, the City received substantial damage due to Hurricane Harvey and its aftermath; and

WHEREAS, the Mayor of the City declared the City a local disaster; and

WHEREAS, the City desires to preserve property in the City and protect the public health and safety of its residents; and

WHEREAS, the City desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the City to perform the services described in Exhibit A attached hereto (collectively, the "Contractor Services").

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the City and Contractor may have other business interests and may engage in other activities in addition to those relating to the City.

4. Notice to Proceed. During a disaster event, the City will assess the situation and a Notice to proceed will be issued from the Mayor or his successor to the Contractor triggering the activation of this Agreement. For clarification, any requests to proceed or declination of services shall be in writing by the Mayor or his successor.

5. Term. Subject to the provisions of **Paragraphs 6 and 7**, the term of this Agreement shall commence on October 1, 2017 and terminate on September 30, 2018 ("Initial Term"), with an option to extend in one year terms annually for up to three (3) years with an annual recertification and price adjustment. Debris Monitoring Services shall be put out for Competitive Bidding once every five (5) years, at a minimum. In order for the City to exercise its option to extend the term of this Agreement beyond the Initial Term, the City shall provide notice to Contractor of its intent to exercise its option to extend the term of this Agreement by one (1) year no less than thirty (30) days prior to the end of the Initial Term. Thereafter, the City shall exercise this option by providing notice to Contractor no less than thirty (30) days prior to the end of the then current term.

6. Termination.

(a) The City or Contractor may terminate this Agreement without cause and at any time for any reason without any further obligation to the other party by providing the other party with thirty (30) days written notice.

7. Compensation. The City will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to **Exhibit B**. For each hour of services provided by any Contractor personnel in excess of forty (40) hours of work provided to the City per week, the City will pay Contractor at one and one-half times (1.5x) the hourly rate on **Exhibit B**. The parties acknowledge and agree that it is necessary and reasonable for Contractor's personnel to work overtime to perform the Contractor's Services. Contractor agrees to track the number of hours worked per week for the City and to provide invoices for services rendered to the City on a weekly basis. Payment shall be due from the City to the Contractor within fifteen (15) days of the regular meeting of the City Council immediately following receipt of the invoice. Interest shall accrue against any amounts overdue in accordance with the Texas Prompt Payment Act. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed \$250,000 (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

8. Sub-Contractors.

(a) Contractors may use Subcontractors for this project. Contractor must list Subcontractors proposed for this project and their respective duties.

(b) No Subcontractor may provide services unless the City consents. The Contractor shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be

responsible for the actions and performance of all Subcontractors. Furthermore, the Contractor agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the City as are specified in the City's contract with the Contractor, unless Contractor provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Contractor and made available for the City review upon request.

9. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the City, upon the City's request, that such have been paid). Notwithstanding, the City may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the City shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

10. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

11. Non-Disclosure. In connection with the Contractor Services, the City may be exposed to certain information that Contractor considers to be confidential or proprietary, or which is otherwise designated by the Contractor as confidential or secret (collectively, "Confidential Information"). During the term of this Agreement and for three (3) years thereafter, the City: (a) shall use reasonable care to protect all Confidential Information it receives; (b) shall not use Confidential Information for any purpose unrelated to the Contractor Services; and (c) shall not, directly or indirectly, disclose any Confidential Information to any third party except to such of the City's employees, agents and representatives who have a need to know such information for purposes of the Contractor Services and are bound by confidentiality obligations no less restrictive than those imposed on the City under this Agreement. The Contractor shall clearly mark and identify all information given to the City that Contractor deems confidential. Anything required to be public under The Public Information Act shall remain public and the City shall not be held liable for disclosure of such information. City agrees to seek an Attorney General's Opinion on the nature of the information before disclosing. The Contractor may assist the City in describing the reasons the information is confidential in the request for opinion. The City shall be responsible for any unauthorized disclosure or use of Confidential Information by the City's employees, agents and representatives that is not classified public information under The Public Information Act.

The obligations set forth in this **Paragraph 11** shall not apply to such Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure by the City; (ii) was available to City on a non-confidential basis prior to its disclosure

by the Contractor or its agents; or (iii) becomes available to City on a non-confidential basis from a source other than the Contractor or its agents.

Notwithstanding the foregoing, if City is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, City shall promptly notify the Contractor of such request(s) so that the Contractor may seek an appropriate protective order or waive compliance with the provisions of this Agreement. City agrees to cooperate fully with the Contractor in seeking any protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, City is, nonetheless, in the reasonable opinion of their counsel, compelled to disclose any such Confidential Information or else stand liable for contempt or suffer other censure or penalty, then it may disclose such information pursuant to such request or requirement without liability hereunder.

12. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a "Dispute"), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an "Authorized Representative"), shall first meet and attempt to resolve the Dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in **Section 12(a)** above, at the direction of either party's Authorized Representative, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought in a state district court in Matagorda County, Texas.

13. Insurance. Contractor shall maintain as a condition precedent to this Agreement approved and satisfactory insurance issued by a company authorized to do business in Texas, as follows:

(a) Commercial General Liability - A policy in the minimum amount of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage combined. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the City, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the City.

(b) Business Automobile Liability. The coverage of this insurance shall apply to owned, non-owned and hired automobiles with limits not less than \$300,000.00 each person and \$500,000.00 each accident for bodily injury and \$100,000.00 each accident for property damage.

(c) Worker's Compensation and Employers Liability Insurance. In accordance with the laws of that State of Texas. Coverage shall be an amount not less than \$1,000,000.00 per employee for each accident or disease.

(d) Additional Insured and Waiver of Subrogation. All insurance policies required by this Agreement, except Workers Compensation, shall name the City as an additional insured and shall contain a waiver of subrogation against the City, its agents and employees. Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against City as an indirect party to any suit arising out of personal or property damages resulting from Contractor's performance under this agreement.'

(e) Discharge of Claim or Right. No claim or right arising out of a breach of this Agreement can be discharged in whole, or in part, by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing, signed by the aggrieved.

(f) Claims Made Basis. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Agreement is completed.

(g) Condition Precedent. Contractor shall furnish the City as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance issued by a company authorized to do business in Texas providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

(h) Cancellation of Policy. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to the City.

14. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the City, which shall not be unreasonably withheld.

15. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 U.S.C.A. § 6901, et seq.).

16. Contract Work Hours and Safety Standards Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

17. Clean Air Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Clean Air Act, as amended (42 U.S.C. § 7401, et seq.).

18. Federal Water Pollution Control Act (Clean Water Act). During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. § 1251 et seq.).

19. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A. § 6201 et seq.).

20. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

21. Non-Discrimination and Opportunity. The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoffs 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 as required by applicable law setting forth the provisions of this nondiscrimination clause.

(a) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

(b) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(c) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation

or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

(e) In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and applicable regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation or national origin.

(f) The Contractor shall furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders of the Secretary of Labor.

(g) The Contractor shall comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.

(h) The Contractor will comply with all provisions of Executive Order 12250 Coordination of Grant-Related Civil Rates Statutes.

(i) In the event of the contractor's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(j) The contractor shall include the provisions of **Paragraphs (1) through (10)** 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 shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

22. Minority Businesses, HUB Notification. The Contractor shall take steps to solicit employment, subcontractor, vendor, volunteer and other employment opportunities with respect to services provided to City under this Agreement from minority and women owned businesses using the affirmative steps outlined in 2 CFR 200.321(b).

23. Davis-Bacon Act. Davis-Bacon Act (40 U.S.C. 3141-3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors are required to pay wages not less than once a week.

24. Disclosure of Certain Relationships. Texas Local Government Code Chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of the City no later than the seventh business day after the date the person engages or communicates with the City or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

25. Certificate of Interested Parties. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the City Council will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by vendor at time of signed contract submittal. Contractor is responsible for completion of this form.

26. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

27. Non-Appropriation. All payments or expenditures made by the City under this Agreement are subject to the City's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made. If an agreement made, the City reasonably believe that legally available funds in an amount sufficient to pay all amounts due can be obtained.

28. Immunity. The City does not agree to waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. The City specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

29. No Boycott. The City may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that (i) it does not boycott Israel; and (ii) it will not boycott Israel during the term of this contract. *See* Ch. 2270 of the Texas Government Code. By executing this Agreement, Contractor verifies that it does not boycott Israel and agrees that during the term of this Agreement, it will not boycott Israel, as that term is defined in Section 808.001 of the Texas Government Code, as amended.

30. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:

DebrisTech, LLC
Attn: Brooks Wallace
925 Goodyear Boulevard
Picayune, Mississippi 39466

If to the City:

Mark A. Bricker, or his successor
Mayor
City of Bay City
1901 5th Street
Bay City, TX 77414

With Courtesy Copies to:

David Holubec, or her successor
City Secretary
City of Bay City
1901 5th Street
Bay City, Texas 77414

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective under Texas Rules of Civil Procedure Rule 5.

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

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the City's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the City may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the City on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both City and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the City, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the City.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-CITY-


DEBRISTECH, LLC

CITY OF BAY CITY, TEXAS

By: _____
Brooks R. Wallace, Manager

By: 
Name: Mark A. Bricker
Title: Mayor

ATTEST:


David Holubec, City Secretary

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

-CITY-

DEBRISTECH, LLC

CITY OF BAY CITY

By: 

Brooks R. Wallace, Manager

By: _____
Name: Mark A. Bricker
Title: Mayor

ATTEST:

David Holubec, City Secretary

EXHIBIT A
SCOPE OF SERVICES

Scope of Services:

Disaster Debris Monitoring Services - The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas.

1. The Disaster Debris Monitoring Contract will encompass the areas of Bay City. Bay City disaster recovery planning includes considerations for removing and processing the volumes and types of debris and waste 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, public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas throughout the City using entity-owned forces, in accordance with current statutes and regulations.

2. Services shall be performed on an "as needed basis" when directed by the City. The City will provide guidance and direction on priorities and specific needs for the monitoring operations. The Contractor, in concert with the City shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the City. The Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials.

3. The Contractor will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City for its use in providing documentation of State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes.

4. Prior to initiating work under this project, the Contractor shall present to the City for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the City to begin work. When identifying resources to be made available under this contract, the Contractor must use a planning standard approach. Specifically, the Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management contractor. The Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Contractor/Sub-Contractor(s) and a general equipment/personnel inventory will suffice.

5. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communications with City designated departments and/or personnel when so authorized by the City. To the extent authorized by the City or designee, the Contractor shall coordinate monitoring operations directly with the Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces.

6. The Contractor shall provide reports, summaries, and analysis of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the City upon issuance of the authorization to proceed. The Contractor shall be prepared to advise the City and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

7. Specific services may include:

- Serving as "Debris Manager" for disaster debris operations.
- Coordinating daily briefings on the status, effectiveness, volumes handled, staffing, and other pertinent data for all debris operations with City management staff.
- Monitoring and supervision of Temporary Debris Staging and Reduction Sites (TDRS) locations and any other permitting/regulatory issues as necessary.
- All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
- Site Safety Plan preparation and maintenance.
- Scheduling work for all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring recovery contractor operations, and making/implementing recommendations to improve efficiency and speed up recovery work.
- Assisting the City with responding to public concerns, comments, and complaints.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- Truck and trailer measurement, certification, marking and tracking.
- Equipment registry and tracking.
- Debris/waste management workforce registry and tracking.
- Debris management tracking.

- Trip ticket management.
- Entering load tickets into a database application.
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the City informed of work progress.
- Development of maps, GIS applications, etc, as necessary.
- QA/QC program management.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by the City and designated debris removal contractors.
- Final report and appeal preparation and assistance.
Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the City.

8. Public Assistant Consulting Services - As directed by the City the Contractor shall provide:

- Identification of eligible emergency and permanent work (Category A-G);
- Damage Assessment
- Assistance in attaining Immediate Needs Funding;
- Prioritization of recovery workload;
- Loss measurement and categorization;
- Insurance evaluation, documentation adjusting and settlement services;
- Project Worksheet formulation, generation and review.
- FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support;
- Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- Appeal services and negotiations;
- Reconstruction and long-term infrastructure planning; and
- Final review of all emergency and permanent work performed.

9. Contractor must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial City payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Contractor must also have: (1) an established management team, (2) an established network of resources to provide the necessary equipment and personnel, (3) comprehensive workforce management, operations, and safety plans, and (4) demonstrable experience in major disaster recovery cleanup projects. Although a single Contractor is preferred, the City may at its sole discretion award multiple contracts if no single Contractor is capable of providing all of the necessary services or as a reserved back up.

10. The debris management operations will be carried out under the direction of the City Emergency Management in conjunction with other Matagorda County. The City will be pre-contracting with one primary vendor for debris removal operations. That vendor will also be responsible, under certain conditions, for removal of hazardous, and toxic/hazardous waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That vendor is responsible for: (1) clearing roadways, (2) removing debris and certain waste from roadways, public right-of-ways, and public property, (3) operating Temporary Debris Staging and Reduction Areas, (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-ways as recovery progresses. The City will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or removal management vendor 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 vendor will be set aside for collection and disposal by the debris removal vendor's properly trained and equipped removal team. The City will pre-designate approximately Temporary Debris Staging and Reduction Sites (TDRS) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. The City will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Contractor will be expected to provide debris monitoring services at each TDRS and landfill as well as in the field during clearing, loading and hauling operations. The Contractor will be responsible for monitoring all of the Debris Removal/Hauling activities during the course of the recovery/cleanup period.

EXHIBIT B

PAYMENT SCHEDULE

COST PROPOSAL FORM - The hourly labor rates shall include all applicable overhead and profit. Non-labor related project costs will be billed to Bay City at cost, without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Manager	\$85.00
Operations Managers	\$70.00
Scheduler/Expeditors	\$0.00**
GIS Analyst	\$0.00**
Field Supervisors	\$50.00
Debris Site/Tower Monitors	\$38.00
Environmental Specialist	\$75.00
Data Manager	\$0.00**
Field Coordinators (Crew Monitors)	\$38.00
Load Ticket Data Entry Clerks (QA/QC)	\$0.00**
Billing/Invoice Analysts	\$0.00**
Project Coordinators	\$0.00**

****Due to the size of the project this position will not be needed**