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**CITY OF PORT LAVACA**

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**CC MEETING:** AUGUST 19 2024

**DATE:** 08/16/2024

**TO:** HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM:** JODY WEAVER, INTERIM CITY MANAGER

**SUBJECT:** CONSIDER THE RECOMMENDATION OF THE SELECTION COMMITTEE TO AWARD A PRE-DISASTER DEBRIS REMOVAL AND DISPOSAL CONTRACT.

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**BACKGROUND:**

Last July Council authorized contracting with Tetra Tech for a Pre-disaster contract for Debris Management Services, in the event of a significant storm event. We recently solicited cost proposals for a pre-disaster contract for debris removal and disposal in the event of a significant storm. The solicitation process is documented and meets the Federal procurement requirements.

We received seven (7) proposals:

Arbor Masters (Kansas)

Crowder Gulf (Alabama)

Looks Great Service (Mississippi)

Ceres Environmental (Florida)

DRC Emergency Service (Galveston, TX)

CTC Disaster Response (Kansas)

TFR Enterprises (Leander, TX)

Attached is a Bid Tabulation and a Spreadsheet of the scoring done by the committee comprised of myself, Wayne Shaffer (Director of Public Works), Brittney Hogan (Interim Finance Director), and Kateryna Thomas (Grants and Capital Improvement Projects Coordinator). **The summary of the scores is attached.**

As a monitoring company, Tetra Tech closely worked with Crowder Gulf and DRC Emergency Service, and stated that they are both reliable. Tetra Tech has also worked with Ceres Environmental and TFR Enterprises however, less often. Tetra Tech did not have any experience working with Arbor Masters, Looks Great Services, or CTC Disaster Response.

Kateryna Thomas made calls regarding recommendations of the companies and all of them received positive responses.

Crowder Gulf:

City of Panama Fl, Shane (850)872-3172  
City of Friendswood, TX Terry (281) 996-3335

All responders stated that Crowder Gulf did a fantastic job, within 24 hours they were ready and had no issues with FEMA reimbursement. The City of Friendswood, TX is currently working with them during Hurricane Beryl. Good communication, reliable.

Looks Great Services:

Caldwell County, Kentucky Jeff (270)963-0200  
Jefferson County Board of Supervisors (601)786-3142 Brenda

Looks Great Services company was described as reliable, has great communication, enough people to be involved, keeps a record of documentation, no issues with FEMA reimbursement.

CTC Disaster Response:

Wilson County, TN Aaron Mayard (615)443-2630  
Town of Cedar Point, NC Jayne Calhoun (252)393-7898

Described as a company with good experiences, has nothing negative to say, and did not have any issues with FEMA reimbursement.

Ceres Environmental:

State of Vermont, Steven (802)261-5823  
Gonzales, LA. Jackie (225)647-9589

Great to work with, professional company, good communications, well-coordinated, full understanding of FEMA requirements.

DRC Emergency Service:

Winn Parish Police, Louisiana. Jury Karen (318) 628-5824  
Board of County Commissioners, FL. Reney (850) 482-9678

Described DRC as a reliable company, and had no issues with Reimbursement. Highly recommend working with.

*Note: I spoke with the City of Bay City who has contracted with DRC in the past as well as most recently with Hurricane Beryl. They gave a very positive review and said they were very easy to work with.*

TFR Enterprises:

City of Norman. Joseph (405)788-2122

The City has been working with TFR for 3 disaster events. The company was described as very responsive, good at what they do, following all FEMA documentation, did not have any problems with reimbursements.

*Note: TFR did the City of Port Lavaca's cleanup after Harvey. We did have a few issues with them properly securing their loads and they were found accidentally collecting debris from private property a couple times. The biggest issue was that they failed to properly clean up the Debris Management Site they lease from Tim Crenshaw.*

Under FEMA requirements, Kateryna Thomas notified various MWDBE, HUB, and Small Businesses about the RFP and has fully documented it for submittal to FEMA should we get hit with a windstorm and need to enact the contract.

**FINANCIAL IMPLICATIONS:**

There is no financial commitment until we issue a Notice To Proceed on the contract, which would happen only if another hurricane/ tropical storm comes our way in the next 3 years. The contract is for 2 years and automatically renews monthly up until a maximum of 3 years term.

**IMPACT ON COMMUNITY SUSTAINABILITY:**

With a Pre-Disaster contract, we can pick up debris within days of a hurricane instead of weeks.

**RECOMMENDATION:**

The Selections Committee recommends authorizing the Interim City Manager to negotiate a Pre-Disaster Contract for Debris Removal and Disposal with **DRC Emergency Services** based upon their submitted Proposal dated July 25<sup>th</sup>, 2024, and authorize the Mayor to sign once the language has been approved by the City Attorney.

**ATTACHMENT(S):**

Summary of Scores, Comparison of Cost Proposals, copy of RFP.

		Qualif/Exper	Resources/ Availablity	Project Approach	COMPANY REGISTEDRED AS MWBDE	Compensation	TOTAL
		<b>35</b>	<b>20</b>	<b>15</b>	<b>5</b>	<b>25</b>	<b>100</b>
Wayne Shaffer	Arbor Masters	31	18	12	0	20	81
	Crowder Gulf	32	18	13	0	19	82
	Looks Great Service of MS	26	19	13	5	21	84
	Ceres Environmental	29	19	13	0	22	83
	DRC Emergency Service	30	15	13	0	25	83
	CTC Disaster Response	27	14	12	0	24	77
	TFR Entreprises	30	18	12	0	23	83
Brittney Hogan	Arbor Masters	28	20	10	0	10	68
	Crowder Gulf	30	10	15	0	10	65
	Looks Great Service of MS	15	10	13	5	20	63
	Ceres Environmental	30	20	15	0	15	80
	DRC Emergency Service	32	18	15	0	20	85
	CTC Disaster Response	20	10	7	0	20	57
	TFR Entreprises	30	18	13	0	20	81
Jody Weaver	Arbor Masters	25	15	15	0	15	70
	Crowder Gulf	30	18	15	0	15	78
	Looks Great Service of MS	26	15	15	5	20	81
	Ceres Environmental	32	20	15	0	20	87
	DRC Emergency Service	33	20	15	0	24	92
	CTC Disaster Response	26	15	15	0	25	81
	TFR Entreprises	20	18	15	0	24	77
Kat Thomas	Arbor Masters	15	15	14	0	20	64
	Crowder Gulf	34	20	15	0	19	88
	Looks Great Service of MS	34	14	13	5	21	87
	Ceres Environmental	33	18	13	0	22	86
	DRC Emergency Service	34	18	12	0	25	89
	CTC Disaster Response	30	18	15	0	24	87
	TFR Entreprises	34	19	14	0	23	90

Scores	Total	AVG
Arbor Masters	283.0	70.8
Crowder Gulf	313.0	78.3
Looks Great Service of MS	315.0	78.8
Ceres Environmental	336.0	84.0
DRC Emergency Service	349.0	87.3
CTC Disaster Response	302.0	75.5
TFR Entreprises	331.0	82.8

**BID TABULATION - PRE EVENT DISASTER DEBRIS REMOVAL AND DISPOSAL RFP 2024-07.10-DRD**

			ARBOR MASTER		CROWDER GULF		LOOKS GREAT SERVICE		CEREC ENVIRONMENTAL		DRC EMERGENCY SERVICE		CTC DISASTER RESPONSE		TFR ENTERPRISES	
1	Removal/hauling Vegetative debris	50,000CY	\$9.36	\$468,000.00	\$8.25	\$412,500.00	\$7.15	\$357,500.00	\$10.98	\$549,000.00	\$13.92	\$696,000.00	\$6.98	\$349,000.00	\$6.45	\$322,500.00
2	Site Management and grinding of Veg Debris (VD) at DMS	50,000CY	\$4.50	\$225,000.00	\$4.75	\$237,500.00	\$4.45	\$222,500.00	\$3.45	\$172,500.00	\$1.00	\$50,000.00	\$3.65	\$182,500.00	\$3.75	\$187,500.00
3	Loading/hauling VD reduced by grinding to landfill	12,500 CY	\$4.68	\$58,500.00	\$4.50	\$56,250.00	\$6.25	\$78,125.00	\$3.98	\$49,750.00	\$3.86	\$48,250.00	\$4.95	\$61,875.00	\$5.00	\$62,500.00
4	Disposal @ landfill	12,500 CY	PASS-THRU													
5	Site Management and burning of VD at DMS	50,000 CY	\$4.50	\$225,500.00	\$3.75	187,500.00	\$3.25	\$162,500.00	\$2.98	\$149,000.00	\$1.00	\$50,000.00	\$2.85	\$142,500.00	\$3.00	\$150,000.00
6	Loading/hauling VD reduced by burning to landfill	5,000 CY	\$2.50	\$12,500.00	\$6.00	\$30,000.00	\$18.50	\$92,500.00	\$5.95	\$29,750.00	\$3.86	19,300.00	\$10.95	\$54,750.00	\$5.00	\$25,000.00
7	Disposal @ landfill	5,000 CY	PASS-THRU													
8.1	Removal/hauling C&D debris to DMS	25,000 CY	\$9.50	\$237,500.00	\$8.90	\$222,500.00	\$8.15	\$203,750.00	\$8.98	\$224,500.00	\$8.98	\$224,500.00	\$7.48	\$187,000.00	\$7.45	\$186,250.00
8.2	Removal/hauling C&D debris to Disposal site	25,000 CY	\$5.00	\$125,000.00	\$12.00	\$300,000.00	\$9.25	\$231,250.00	\$8.98	\$224,500.00	\$8.98	\$224,500.00	\$7.98	\$199,500.00	\$7.65	\$191,250.00
9	Site Management of C&D	25,000 CY	\$4.50	\$112,500.00	\$4.75	\$118,750.00	\$0.90	\$22,500.00	\$1.25	\$31,250.00	\$2.26	\$56,500.00	\$2.65	\$66,250.00	\$3.50	\$87,500.00
10	Loading/Hauling C&D to disposal site	25,000 CY	\$5.00	\$125,000.00	\$5.00	\$125,000.00	\$6.85	\$171,250.00	\$4.95	\$132,750.00	\$2.00	\$50,000.00	\$6.95	\$173,750.00	\$5.00	\$125,000.00
11	Disposal @ landfill		PASS-THRU													
	<b>SUBTOTALS</b>			<b>\$1,589,500.00</b>		<b>\$1,690,000.00</b>		<b>\$1,541,875.00</b>		<b>\$1,563,000.00</b>		<b>\$1,419,050.00</b>		<b>\$1,417,125.00</b>		<b>\$1,337,500.00</b>
12	Removal Hazardous Limbs	1,000 TREES	\$55.00	55,000.00	\$90.00	\$90,000.00	\$85.00	\$85,000.00	\$98.00	\$98,000.00	\$78.50	\$78,500.00	\$98.00	\$98,000.00	\$95.00	\$95,000.00
13.1	Removal Hazardous Trees 6"-12"	150 TREES	\$46.00	\$6,900.00	\$100.00	\$15,000.00	\$110.00	\$16,500.00	\$25.00	\$3,750.00	\$40.00	\$6,000.00	\$68.00	\$10,200.00	\$125.00	\$18,750.00
13.2	Removal Hazardous Trees 12"-24"	100 TREES	\$347.00	\$34,700.00	\$200.00	\$20,000.00	\$215.00	\$21,500.00	\$125.00	\$12,500.00	\$90.00	\$9,000.00	\$148.00	\$14,800.00	\$200.00	\$20,000.00
13.3	Removal Hazardous Trees 24"-36"	50 TREES	\$591.00	\$29,550.00	\$275.00	\$13,750.00	\$350.00	\$17,500.00	\$150.00	\$7,500.00	\$170.00	\$8,500.00	\$248.00	\$12,400.00	\$300.00	\$15,000.00
13.4	Removal Hazardous Trees > 36"	10 TREES	\$783.00	\$7,830.00	\$325.00	\$3,250.00	\$525.00	\$5,250.00	\$300	\$3,000.00	\$240.00	\$2,400.00	\$248.00	\$2,480.00	\$475.00	\$4,750.00
14.1	Removal Hazardous stumps 24"-36"	50 STUMPS	\$350.00	\$17,500.00	\$250.00	12,500.00	\$400.00	\$20,000.00	\$350.00	\$17,500.00	\$150.00	\$7,500.00	\$195.00	\$9,750.00	\$275.00	\$13,750.00
14.2	Removal Hazardous stumps 36"-48"	25 STUMPS	\$435.00	\$10,875.00	\$350.00	\$8,750.00	\$500.00	\$12,500.00	\$375.00	\$9,375.00	\$250.00	\$6,250.00	\$195.00	\$4,875.00	\$375.00	\$9,375.00
14.3	Removal Hazardous stumps > 48"	10 STUMPS	\$575.00	\$5,750.00	\$450.00	\$4,500.00	\$600.00	\$6,000.00	\$400.00	\$4,000.00	\$240.00	\$2,400.00	\$195.00	\$1,950.00	\$475.00	\$4,750.00
15	Removal/hauling/disposal Asbestos - tons	1,000 TONS	\$125.00	\$125,000.00	\$150.00	\$150,000.00	\$125.00	\$125,000.00	\$100.00	\$100,000.00	\$48.50	\$48,500.00	\$80.00	\$80,000.00	\$135.00	\$135,000.00
16	Removal/hauling/disposal White goods - EACH	500 EACH	\$75.00	\$37,500.00	\$45.00	\$22,500.00	\$60.00	\$30,000.00	\$50.00	\$25,000.00	\$20.00	\$10,000.00	\$30.00	\$15,000.00	\$65.00	32,500.00
17	Removal/hauling/disposal Electronic Waste - lbs	2000 LBS	\$5.00	\$10,000.00	\$6.00	\$12,000.00	\$6.00	\$12,000.00	\$4.98	\$9,960.00	\$2.00	\$4,000.00	\$4.00	\$8,000.00	\$2.00	\$4,000.00
18	Removal/hauling/disposal Concrete/Masonry - tons	1,000 TONS	\$125.00	\$125,000.00	\$38.00	\$38,000.00	\$50.00	\$50,000.00	\$20.00	\$20,000.00	\$12.86	\$12,860.00	\$22.00	\$22,000.00	\$68.00	\$68,000.00
19	Removal/hauling/disposal HHW - lbs	1,000 LBS	\$7.50	\$7,500.00	\$9.50	\$9,500.00	\$6.00	\$6,000.00	\$8.90	\$8,900.00	\$1.95	\$1,950.00	\$5.00	\$5,000.00	\$5.00	\$5,000.00
20	Removal/hauling/disposal Lawnmovers sml engines	100 EACH	\$75.00	\$7,500.00	\$50.00	\$5,000.00	\$200.00	\$20,000.00	\$50.00	\$5,000.00	\$5.00	\$500.00	\$50.00	\$5,000.00	\$15.00	\$1,500.00
21	Removal/hauling/disposal Abandoned tires	100 EACH	\$15.00	\$15,000.00	\$12.00	\$1,200.00	\$40.00	4,000.00	\$26.00	\$2,600.00	\$1.00	\$100.00	\$10.00	\$1,000.00	\$20.00	\$2,000.00
22	Removal/hauling/disposal debris from ditches/streams - LF	1,000 LINEAR FEET	\$15.00	\$15,000.00	\$48.00	\$48,000.00	\$17.50	\$17,500.00	\$49.00	\$49,000.00	\$36.52	\$36,520.00	\$20.00	\$20,000.00	\$89.00	89,000.00
	<b>TOTAL BID AMOUNT</b>			<b>\$2,089,105.00</b>		<b>\$2,143,950.00</b>		<b>\$1,990,625.00</b>		<b>\$1,930,085.00</b>		<b>\$1,654,030.00</b>		<b>\$1,727,580.00</b>		<b>\$1,855,875.00</b>

**TOTALS OF SUBTOTALS**

TFR Entreprises	\$1,337,500.00	LOWEST
CTC Disaster Response	\$1,417,125.00	
DRC Emergency Service	\$1,419,050.00	
Looks Great Service of MS	\$1,541,875.00	
Ceres Environmental	\$1,563,000.00	
Arbor Masters	\$1,589,500.00	
Crowder Gulf	\$1,690,000.00	

**TOTAL BIDS**

DRC Emergency Service	\$1,654,030.00	LOWEST
CTC Disaster Response	\$1,727,580.00	
TFR Entreprises	\$1,855,875.00	
Ceres Environmental	\$1,930,085.00	
Looks Great Service of MS	\$1,990,625.00	
Arbor Masters	\$2,089,105.00	
Crowder Gulf	\$2,143,950.00	

CITY OF PORT LAVACA  
DISASTER DEBRIS REMOVAL AND DISPOSAL  
RFP 2024-07.10-DRD

NOTICE IS HEREBY GIVEN that sealed cost proposals will be received by the City of Port Lavaca (City) until 2:30 PM, Thursday, July 25, 2024, to provide **Disaster Debris Removal and Disposal Services**.

The City of Port Lavaca seeks cost proposals from experienced and qualified Contractors to perform debris removal and disposal services in the event of a major disaster event. The selected Contractor must provide required services in accordance with applicable regulations, including but not limited to: the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health & Human Services (TxDHHS) and the Texas Commission on Environmental Quality (TCEQ). The awarded contract will be for a term not to exceed 36 months.

Sealed cost proposals will be received by the City Secretary at City Hall, 202 N. Virginia Street, Port Lavaca, Texas 77979 until the above noted date and time, when they will be publicly opened and read aloud. All proposals must be clearly marked on the outside with the following: **City of Port Lavaca Disaster Debris Removal and Disposal – RFP 2024-07.10-DRD - DUE Thursday, July 25, 2024, at 2:30 pm.**

The complete submission requirements, evaluation criteria and other information concerning this RFP are available for download at: [www.portlavaca.org](http://www.portlavaca.org) or by contacting City Engineer Jody Weaver at 361-827-3601 or [jweaver@portlavaca.org](mailto:jweaver@portlavaca.org).

The City of Port Lavaca reserves the right to refuse any and all proposals and to waive any technicalities or formalities.

Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals and firms using subcontractors/subconsultants must solicit such firms in their procurement process. The City is an Affirmative Action/Equal Opportunity Employer.

# Request for Cost Proposal

## Disaster Debris Removal and Disposal

The City of Port Lavaca is seeking to establish a pre-event contract with an experienced and qualified contractor to provide disaster Debris Removal and Disposal services in the event of a major disaster event. The contract will be for a term not to exceed 36 months, will be dependent upon the number of disasters (if any), and doesn't invoke an annual minimum.

The estimated quantities shown in the bid form and used to compare the bids are based upon a hypothetical disaster which could strike the City of Port Lavaca. These quantities do not reflect actual quantities of debris that will be moved as a part of the Contract. The City makes no representation or guaranty as the actual amount of each type of debris to be moved, the total amount of debris to be moved, or that all classifications of debris removal/disposal will be authorized during any one disaster. For example, during Hurricane Harvey, the City performed, with their own forces, all of the emergency road clearing, and removal of hazardous trees and stumps.

### **FEMA SUPERCIRCULAR 2CFR Chapter II, Part 200 et al**

The Contract agrees to work with the Owner and the Monitor to assure compliance from all parties with FEMA Supercircular 2CFR Chapter II, Part 200 et al, as well as all other FEMA requirements to assure eligibility of reimbursement from FEMA to the Owner, as is permitted by law.

Services required may include, but may not be limited to, all scope of services needed to be performed, and must be performed in a manner that meets the requirements of the City's and any federal, state, or local funding agency such as FEMA, FHWA, EPA, TCEQ, HUD/CDBG-DR or others when required. Specifically, the Contractor shall be responsible for being knowledgeable and performing all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes, and ordinances:

- Latest publication of the FEMA Public Assistance Debris Monitoring Guide.
- 2CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>
- Code of Federal Regulations, 44 CFR part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments <https://www.ecfr.gov/current/title-44/chapter-I/subchapter-D/part-206?toc=1>
- Code of Federal Regulation, Title 44 CFR Chapter 1, Subchapter D, Part 206- Federal Disaster Assistance [eCFR :: 44 CFR Part 206 -- Federal Disaster Assistance](https://www.ecfr.gov/current/title-44/chapter-1/subchapter-D/part-206)

Additional provisions have been required by Federal awarding agencies that must be included in all

contracts involving Federal funds covering the following, as applicable:

- Suspension and debarment (§200.213)
- Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms (§200.321)
- Procurement of recovered materials (§200.322)
- Equal Opportunity Clause (§60-1.4)
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
- Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387)
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- Compliance with Copeland “Anti-Kickback” Act

All work shall fully comply with the requirements of 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, and FEMA latest fact sheets and policies.

## GENERAL CONDITIONS

### 1. Debris Disposal:

- A. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. Final disposal locations will be at a state environmental agency approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be provided to the Owner and the Monitor. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. **It is the Contractor’s responsibility to secure and furnish the temporary disposal and reduction site (DMS).** The contractor shall comply with all local, state, and federal laws and regulations while operating and managing the site. Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.



- B. If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under the Contract.
- C. Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- D. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- E. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

## **2. Contractor's Equipment:**

- A. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the Owner. All debris hauling units will be inspected, measured and certified by the Monitor. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- B. The Contractor shall supply vinyl type placards identifying the Owner, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- C. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of Debris to and from the Temporary Debris Management Site (DMS) sites to the permanent disposal sites. The listing shall include the following information;
  - a. Truck and/or trailer license number.
  - b. Year, make and color of each truck and/or trailer.
  - c. Cubic yardage capacity of each trailer as measured and recorded by the Monitor
- D. Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching

the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

- E. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under the Contract.

### 3. **Property Damage:**

- A. The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.
- B. The Contractor shall take care to monitor and make every effort to prevent or mitigate spills of petroleum products and hydraulic fluids. Any such spills shall be remediated immediately by the Contractor.
- C. No tracked equipment shall be allowed on public streets without the written permission of the Owner.

- 4. **Monitoring:** The Contractor shall allow monitoring and inspections as necessary to determine contract performance. This may include, but is not limited to, on-site inspections, monitoring of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, 24 hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of Monitors provided to the Contractor to meet the debris removal needs.

- 5. **Inspection Towers:** As directed by the Owner, the Contractor shall provide an inspection tower at each disposal site or (DMS). The contractor shall provide an inspection tower at each Debris Management Site (DMS) and disposal site, as described below or approved equivalent. The tower shall be of sound construction. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4-foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. The tower must be provided with a temporary enclosure, if the site will be operated in cold or inclement weather. Steps shall provide access with a handrail. The inspection tower shall be protected from impact by trucks or other vehicles. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of the Owner/Monitor viewing and grading loads. FEMA and the state emergency management agency may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special

circumstances. If the inspection tower does not allow for full view of the entire waste hauling vehicle, load ratings will be based on the portion of the vehicle visible from the tower.

6. **Hours of Work:** Contractor recognizes that the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise authorized by the Owner's designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk, unless approved in writing in advance by the Owner. Contractor shall devote such time, attention and resources to the performance of Contractor's services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a "pre-load" ticket may be written for a full load only.
7. **Time is of the Essence** – Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of the Contract. Contractor agrees to work diligently to complete each Task Order at the earliest possible date. However, in no event shall the time period for Completion of a Task Order exceed 180 days from Notice to Proceed, unless Owner initiates additions or deletions to the Contract by written change orders, and/or in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

Contractor agrees to provide necessary performance and payment bonds as quickly as is feasible following issuance of a Task Order. Contractor shall commence performance of services within seventy-two (72) hours of any Notice to Proceed.

8. **Subcontractors:** Any subcontracts issued under this contract must comply with the necessary affirmative action steps to assure that minority businesses, women business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR200.321. The use of any contractor or subcontractor that has been disbarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at [www.sam.gov](http://www.sam.gov). All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by the Contract as determined by the Owner and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion. Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.
9. **Access and Audits:** Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following FEMA's final closeout of this project. The Contractor shall be responsible for verifying FEMA final closeout dates, for purposes of this requirement. The Owner and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the

administration and performance of the Contract. This information shall be made accessible at Contractor's local place of business in the Owner's jurisdiction, for purposes of inspection, reproduction and audit without restriction. If records are unavailable in the jurisdiction, it shall be Contractor's responsibility to insure that all required records are provided to the Owner at Contractor's expense.

- 10. Progress Reports:** Contractor shall provide daily progress reports to the Monitor within 24 hours. Such reports shall contain, at a minimum; total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor.
- 11. Hazardous Tree and Limb Removal:** If authorized by the Owner, trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the portion on or above public property shall be removed under this Contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a paper or electronic load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.
- 12. Stump Removal:** If authorized by the Owner, Contractor shall remove, haul, and dispose all hazardous stumps, as identified by the Owner or Monitor, on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.
- 13. Roadway Clearance:** If authorized by the Owner, Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.
- 14. Debris Work Sites:** The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.
- 15. Payments:** To receive payment under the Contract, Contractor shall submit an invoice to the Monitor, with a copy sent to the Owner, for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at

each site. Contractor shall be paid solely on the completed tickets completed by the Monitor at the DMS or disposal sites.

- 16. Agreement:** Reference the Agreement, attached herein as part of this RFP, for contractual requirements regarding Insurance, Performance & Payment Bonds, Indemnification, term of contract, extensions, Liquidated Damages, and other things.

## **EXHIBIT A**

### **Scope of Services**

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Owner during the response to an exigent situation, as well as to restore the public areas to normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

The work to be performed under the Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Direction by the Owner in this proposal shall also mean direction by the Owner's representative or Monitor. Each pay item under this Scope of Services shall be hauled separately. Debris removal from private property may be authorized by Owner at the same rates as Right-of-Way (ROW) and public property debris removal.

#### **Payment Items:**

##### **1. Removal and Hauling Vegetative Debris:**

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or disposal site, as secured by and fully permitted by Contractor. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. Payment under this pay item shall be based on a per cubic yard quantity.

##### **2. Site Management and Reduction of Vegetative Debris by Grinding:**

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by grinding, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

**3. Loading and Hauling of Vegetative Debris Reduced by Grinding:**

The contractor shall load and haul all reduced (by grinding) vegetative debris for recycling or disposal at a final disposal site approved by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others to an approved landfill. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**4. Disposal of Vegetative Debris Reduced by Grinding:**

The contractor shall dispose of all reduced (by grinding) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The tipping and disposal fees will be a direct pass through to the Owner. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**5. Site Management and Reduction of Vegetative Debris by Burning:**

The Contractor shall manage one or more DMS sites and shall reduce eligible vegetative debris by burning, as directed by the Owner. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

**6. Loading and Hauling of Vegetative Debris Reduced by Burning:**

Contractor shall load and haul all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**7. Disposal of Vegetative Debris Reduced by Burning:** Contractor shall dispose all reduced (by burning) vegetative debris at a final disposal site approved by the state environmental agency. The Contractor may be required to dispose reduced vegetative debris from a DMS site or sites managed by others, at a site approved by the state environmental agency. Disposal shall comply with all federal, state, and local laws and regulations. The Contractor shall be responsible for all site permitting requirements. The tipping and disposal fees will be a direct pass through to Owner. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**8. Removal and Hauling of C&D Debris:** As identified by the Applicant or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all construction and demolition (C&D) debris from public property and ROW, including structure demolition as approved by the Applicant. The contractor shall deliver C&D debris to a DMS, transfer station, or landfill approved by the Owner and state environmental agency for C&D debris only. All items associated with structure demolition shall be included in this pay item:

- Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the Applicant.
- The Contractor is required to strictly adhere to all local, state, and federal laws and regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.
- Once the debris removal vehicle has been issued a load ticket from the Applicant's authorized representative, the debris removal vehicle will proceed immediately to an Applicant-approved DMS, transfer station, or final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Applicant or its authorized representative. The Applicant will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolishing.

Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**9. Site Management AND Reduction by Compaction of C&D Debris:**

If requested by the Owner in writing, the Contractor shall manage one or more DMS sites for construction and demolition (C&D) debris. This may include C&D debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security (if needed) and shall include segregation of types and sources of debris, as directed by the Owner. Additionally, the Contractor may be required to manage C&D debris delivered to DMS sites by the Owner or others, as directed by the Owner for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**10. Loading and Hauling of Reduced C&D Debris:**

As identified by the Owner or Monitor, the Contractor shall load and haul all staged construction and demolition (C&D) debris to a disposal site approved by the state environmental agency for C&D debris only. The Contractor may be required to remove and haul C&D debris from a DMS site or sites managed by others, to an approved landfill. Transporting debris shall comply with all federal, state, and local laws and regulations. Payment under this pay item shall be based on a per cubic yard quantity.

**11. Disposal of C&D Debris:** As identified by the Owner or Monitor, the Contractor shall accomplish the disposal of all construction and demolition (C&D) debris removed from the ROW or an approved DMS for disposal at a landfill approved by the state environmental agency for C&D debris only. Disposal shall comply with all federal, state, and local laws and regulations. The tipping and disposal fees will be a direct pass-through to the Owner. Anticipated revenues from the recycling of debris shall be reflected in the unit price bid on this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**12. Removal of Hazardous Hanging Limbs:**

If authorized by the Owner, the Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter (measured at the point of break) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per-tree basis. Payment for hauling, reduction, and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

**13. Removal of Hazardous Leaning Trees:** If authorized by the Owner, the Contractor shall remove hazardous leaning trees (leaners) 6" or greater in diameter (measured 4.5 feet above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster-damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per-tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction, and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items.

If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall be removed along with the hazardous tree. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The Contractor shall place compatible fill dirt in ruts created by the contractor's equipment and holes created by removal of hazardous stumps. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The ground surface shall be permanently restored to its original grade and slope. The cost of root ball removal, all fill material, and fill placement shall be incidental to the hazardous tree removal cost and will not be eligible for separate payment.

**14. Removal of Hazardous Stumps:** If authorized by the Owner, the Contractor shall extract, transport, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. If stumps 2 feet in diameter or larger measured 2 feet above the ground (which require extraction as part of the removal), payment shall include extraction, transport, disposal, and filling of the root-ball hole. Payment shall be on a per-stump basis.



Stump removals smaller than 2 feet in diameter, or for stumps of any size that do not require extraction nor specialized equipment, payment shall be based on volume at the same per cubic yard rates as for other vegetative debris.

When specialized equipment is required for loading and hauling of stumps 2 feet in diameter or greater with no extraction required, payment will be on a per stump basis utilizing the unit price of vegetative debris and the cubic yard quantity shall be derived from the stump conversion table in the Public Assistance Program and Policy Guide, FEMA, FP 104-009-2, January 2016, Appendix E – Stump Conversion Table.

The Contractor shall place compatible fill dirt in ruts created by contractor's equipment and holes created by removal of hazardous stumps. The Contractor shall restore the ground to its original grade and slope with compacted, compatible fill so as to prevent settling. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment

**15. Regulated Asbestos Containing Material (RACM):** If authorized by the Owner, in addition to debris removal from public / private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the Owner. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. The tipping and disposal fees will be a direct pass through to the Owner.

#### **Demolition, Removal, Transport, and Disposal of RACM Structures**

Under the Contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Applicant. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an Applicant-approved final disposal site in accordance with all Federal, State, and Local regulations.

- The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- Any structurally unsound and unsafe structures will be identified and presented to the Applicant for direction regarding decommissioning.
- Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the Applicant's authorized representative.
- Once the debris removal vehicle has been issued a load ticket from the Applicant's authorized representative, the debris removal vehicle will proceed immediately to an Applicant-approved final

disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the Applicant or its authorized representative. The Applicant will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

Payment under this item will be per ton.

**16. White Goods:** If authorized by the Owner, the Contractor shall removal, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. All tipping and disposal fees will be a direct pass through to the Owner . Anticipated revenues from the recycling of white goods shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

**17. Electronics Waste:** If authorized by the Owner, the Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. All tipping and disposal fees will be a direct pass through to the Owner. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs.).

**18. Concrete:** If authorized by the Owner, The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. All tipping and disposal fees shall be a direct pass through to the Owner. Anticipated revenues from the recycling of concrete shall be reflected in the unit price bid on this pay item. Payment under this item will be per ton.

**19. Household Hazardous Waste:** If authorized by the Owner, Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C/D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. All tipping and disposal fees shall be a direct pass through to the Owner. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per pound (Lbs.).

**20. Lawnmowers and Equipment with Small Engines:** If authorized by the Owner, the Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. All tipping

and disposal fees shall be a direct pass through to the Owner. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

**21. Abandoned Tires:** If authorized by the Owner, the Contractor shall remove and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. Tires shall be clean and pulled off of rims before delivery. All tipping and disposal fees shall be a direct pass through to the Owner. Anticipated revenues from recycling shall be reflected in the unit price bid on this pay item. Payment under this item will be per each.

**22. Drainageway Debris:** If authorized by the Owner, Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainageways and streams, which are determined at the sole discretion of the Monitor and the Owner to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

The City of Port Lavaca, Texas

## **EXHIBIT B**

### **Proposal Content**

Cost Proposals submitted in response to this RFP should follow the format described below. You are asked to respond fully and accurately to all questions/requests.

Proposal should be organized, tabbed by letters below, and shall respond to each of the Criterion listed below in the same order listed. **ORIGINAL PROPOSAL SHALL BE EASILY REPRODUCIBLE. DO NOT BIDN OR STAPLE ORIGINAL. ALL PROPOSALS COPIES SHALL BE SUBMITTED IN BINDERS.**

One (1) original and three (3) hard copies of the proposal as well as one digital PDF on a thumb drive are required. The proposal must be signed by a person having the authority to bond the firm in a contract.

The Proposal must clearly indicate **“City of Port Lavaca- RFP 2024-07.10-DRD – Disaster Debris Removal and Disposal”**.

The failure of any Proposer to provide detailed information regarding proposal content may result in the reduction of points in the evaluation process.

Provide clear detailed responses to each criterion below:

#### 1. Qualifications/Experience

- General information/history of the firm including the location of the principal office and/or significant branch offices and which office would be directly responsible for this contract, if awarded.
- Number of years providing disaster debris removal/disposal services and number of full-time staff and an organization chart.
- Experience with FEMA reimbursed disaster debris contracts. Include at least three (3) references with the name, and contact information for each reference, as well as a brief description of the nature of the debris removal/disposal project worked on.
- Provide a statement of any litigation or regulatory action that has been files against your firm(s) in the last three (3) years.
- Submit a result of a [www.sam.gov](http://www.sam.gov) search indicating the firm and it’s owner(s) are in good standing with the OFCCP and not on the debarment list.

#### 2. Resources and Availability:

- Describe the Contractors resources (people, equipment, subcontractors, etc.) that will be available or acquired for this project in the event of a windstorm disaster.
- Provide resumes of key personnel
- Provide a list of the firm’s equipment fleet.
- List any current contracts and other Pre-disaster contracts the contractor currently has.

Include their location and when they expire.

3. Project Approach: Generally describe your firm's approach to such a disaster debris contractor, including securing and permitting the DMS, mobilization and coordination/communication with the Owner and Monitor.
4. Company registered as MWDBE.
5. Contractor's Price Proposal

## EXHIBIT C CONTRACTOR’S PRICE PROPOSAL

Date \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called “Contractor”), authorized to do business under the laws of the State of Texas, proposes to City of Port Lavaca (hereinafter called “Owner”).

Ladies and Gentlemen:

The Contractor, in compliance with your invitation for proposals for:

### DISASTER DEBRIS REMOVAL AND DISPOSAL

Having examined the specifications, proposed Agreement and other related documents and the sites of the proposed work and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Request for Proposal, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part. Unbalanced bids will not be accepted and are cause for rejection of any proposal.

Contractor hereby agrees to commence work under the Contract on or before a date to be specified in a written “Notice to Proceed” of the Owner and to fully complete the work in the Contractual period of time allotted.

**This price proposal form must be completed, signed and submitted. No substitute forms will be accepted. Proposals submitted without this completed price proposal will be rejected.**

Contractor acknowledges receipt of the following addenda:

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

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

### INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities listed below are based on a hypothetical disaster which could strike the Owner. These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved, or whether all classifications of debris removal/disposal will be authorized during any one disaster. For example,

during Hurricane Harvey, the City performed, with their own forces, all of the emergency road clearing, and removal of hazardous trees and stumps.

The estimated quantities given below will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
1.0	<b>REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DISPOSAL SITE OR DMS</b> , including limbs and trees placed on ROW under other pay items.	50,000 CY	_____ _____ _____	\$ _____	\$ _____
2.0	<b>SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR</b> , including grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	50,000 CY	_____ _____ _____	\$ _____	\$ _____
3.0	<b>LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL</b> , including eligible debris which has been reduced by the Contractor, Owner, or others.	12,500 CY	_____ _____ _____	\$ _____	\$ _____
4.0	<b>DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING AT AN APPROVED LANDFILL</b> , including eligible debris which has been reduced by the Contractor, Owner, or others,	12,500 CY	<b>PASS-THROUGH</b> _____ _____		



ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
5.0	<b>SITE MANAGEMENT AND BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE CONTRACTOR</b> , including burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	50,000 CY	_____ _____ _____	\$ _____	\$ _____
6.0	<b>LOADING AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED LANDFILL</b> , including eligible debris which has been reduced by the Contractor, Owner, or others.	5,000 CY	_____ _____ _____	\$ _____	\$ _____
7.0	<b>DISPOSAL OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING AT AN APPROVED LANDFILL</b> , including eligible debris which has been reduced by the Contractor, Owner, or others,	5,000 CY	<b>PASS-THROUGH</b> _____ _____		

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
8.1	<b>REMOVAL AND HAULING OF ELIGIBLE C&amp;D DEBRIS TO AN APPROVED DMS OR TRANSFER STATION.</b>	25,000 CY	_____ _____ _____	\$ _____	\$ _____
8.2	<b>REMOVAL AND HAULING OF ELIGIBLE C&amp;D DEBRIS TO AN APPROVED FINAL DISPOSAL SITE.</b>	25,000 CY	_____ _____ _____	\$ _____	\$ _____
9.0	<b>SITE MANAGEMENT &amp; REDUCTION BY COMPACTION OF C&amp;D DEBRIS, IF APPROVED IN WRITING BY OWNER.</b>	25,000 CY	_____ _____ _____	\$ _____	\$ _____
10.0	<b>LOADING AND HAULING OF REDUCED C&amp;D DEBRIS TO AN APPROVED DISPOSAL SITE.</b>	25,000 CY	_____ _____ _____	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
11.0	<b>DISPOSAL OF C&amp;D DEBRIS AT AN APPROVED LANDFILL</b> including eligible debris which has been removed by the Contractor, Owner, or others	25,000 CY	<b>PASS-THROUGH</b> _____ _____		
1 2.0	<b>REMOVAL OF HAZARDOUS LIMBS</b> and placement to be loaded and hauled under other pay items.	1,000 Trees	_____ _____ _____	\$ _____	\$ _____

13.1	<b>REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES</b> and placement to be loaded and hauled under other pay items.	150 Trees	_____ _____ _____	\$ _____	\$ _____
13.2	<b>REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES</b> and placement to be loaded and hauled under other pay items.	100 Trees	_____ _____ _____	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
13.3	<b>REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES</b> and placement to be loaded and hauled under other pay items.	50 Trees	_____ _____ _____	\$_____.	\$_____.
13.4	<b>REMOVAL OF HAZARDOUS TREES OVER 36 INCHES</b> and placement to be loaded and hauled under other pay items.	10 Trees	_____ _____ _____	\$_____.	\$_____.
14.1	<b>EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 24 AND UP TO 36 INCHES</b> including backfill of the hole.	50 Stumps	_____ _____ _____	\$_____.	\$_____.
14.2	<b>EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 36 AND UP TO 48 INCHES</b> including backfill of the hole.	25 Stumps	_____ _____ _____	\$_____.	\$_____.

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
14.3	<b>EXTRACTION, TRANSPORT, AND DISPOSAL OF HAZARDOUS STUMPS OVER 48 INCHES</b> including backfill of the hole.	10 Stumps	_____ _____ _____	\$ _____	\$ _____
15.0	<b>REMOVAL, HAULING, AND DISPOSAL OF REGULATED ASBESTOS CONTAINING MATERIAL.</b>	1,000 Tons	_____ _____ _____	\$ _____	\$ _____
16.0	<b>REMOVAL, HAULING, AND RECYCLING/DISPOSAL OF WHITE GOODS.</b>	500 Each	_____ _____ _____	\$ _____	\$ _____
17.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ELECTRONICS WASTE.</b>	2,000 Lbs.	_____ _____ _____	\$ _____	\$ _____
18.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF CONCRETE AND MASONRY MATERIALS.</b>	1,000 Tons	_____ _____ _____	\$ _____	\$ _____

ITEM NO.	ITEM DESCRIPTION	ASSUMED QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
19.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW).</b>	1,000 Lbs.	_____ _____ _____	\$ _____	\$ _____
20.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES.</b>	100 Each	_____ _____ _____	\$ _____	\$ _____
21.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF ABANDONED TIRES.</b>	100 Each	_____ _____ _____	\$ _____	\$ _____
22.0	<b>REMOVAL, HAULING, AND RECYCLING OR DISPOSAL OF DEBRIS FROM DRAINAGEWAYS AND STREAMS.</b>	1,000 Linear Feet	_____ _____ _____	\$ _____	\$ _____
SIGNATURE _____ BY _____  TITLE _____ DATE _____			TOTAL BID \$ _____		

## **INTERPRETATION OF ESTIMATED QUANTITIES**

The estimated quantities listed above are based on a hypothetical disaster which could strike the Owner. These quantities do not reflect the actual quantities of debris that will be moved as part of the Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved, or whether all classifications of debris removal/disposal will be authorized during any one disaster. For example, during Hurricane Harvey, the City performed, with their own forces, all of the emergency road clearing, and removal of hazardous trees and stumps.

The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

**ADDITIONAL SERVICES PROVIDED AT NO COST:**

- A. Training and Assistance- Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment- Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization- All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Mobile Command Unit- The Contractor shall provide use of the mobile command unit for Owner's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents- The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts- The Contractor shall assist in disaster debris recovery planning efforts as requested by the Owner. These planning efforts shall include but are not limited to identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation- The Contractor shall provide and submit to the Monitor and the Owner, all reports and documents as may be necessary to adequately document its performance of the Contract, to include all requirements for documentation requested by FEMA or the state emergency management agency for reimbursement of costs.

In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

\_\_\_\_\_  
Business

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Office Phone  
(Seal - if proposal is by corporation)

\_\_\_\_\_  
Fax Number



## EVALUATION & CONTRACT AWARD

### EVALUATION:

- A. The Owner reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer who after evaluation of the criteria stated in Item D is determined to best meets the needs of the Owner. The Owner has the option to:
1. Request that Proposer(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
  2. Process the selection of the successful Proposer without further discussion with or notification to the other Proposers.
  3. Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Proposer who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Proposer. In many cases it is deemed advisable to conduct investigations of several Proposers concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Proposer is not eligible to receive an award.
- C. The following criteria will be used by the Owner's staff to evaluate the proposals and make a selection:
- References from past projects of similar size and scope,
  - Qualifications and experience of key staff on similar projects,
  - Knowledge of the Owner and local emergency management needs, and
  - Cost of services offered
  - Use of minority and women owned business
- D. Award will be made to one or more Proposers that the Owner determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the Owner, cost and other factors considered or to reject any and all Proposals.

**PROPOSAL EVALUATION CRITERIA**

Below are the criteria that will be used by the Board to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the Board to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following:

<b>CRITERIA</b>	<b>WEIGHTED %</b>
<b>Qualifications/Experience</b>	<b>35</b>
<b>Resources and Availability</b>	<b>20</b>
<b>Overall Proposal / Project Approach</b>	<b>15</b>
<b>MWDBE</b>	<b>5</b>
<b>Price</b>	<b>25</b>
<b>Total Score</b>	<b>100%</b>

This is solely to allow the selection committee a way to award points for evaluation. Each bidder should make their own assessments of the quantities of debris to arrive at their costs.

# Pre-Disaster Contract for Disaster Recovery Debris Removal, Disposal, and Management Services

## A G R E E M E N T

THIS CONTRACT FOR DISASTER RECOVERY SERVICES ("Contract") is entered into and effective as of this \_\_\_\_\_, 2024 ("Effective Date"), by and between \_\_\_\_\_, a \_\_\_\_\_ corporation, whose address is \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "Contractor") and the City of Port Lavaca, Texas, a political subdivision of the State of Texas whose address is 202 North Virginia Street, Port Lavaca, Texas 77979, (hereinafter referred to as "City").

### RECITALS

WHEREAS, it is foreseen that it is in the public interest to provide for the expedient removal and disposal of storm and other disaster related debris within the corporate limits of the City and to provide disaster recovery technical assistance to the appointed and elected officials of the City resulting from a future natural or manmade disaster; and

WHEREAS, the City has in the past suffered the full force and effect of major storms or manmade disaster and the resulting destruction brought upon the City by such storms or manmade events; and

WHEREAS, the public health and safety of all the City's citizens is or will be at serious risk in the event of a storm or other disaster; and

WHEREAS, the immediate clean-up and economic recovery of the City and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime disaster response contractors may be severely limited in the event of a storm or other disaster; and

WHEREAS, Contractor has the experience, equipment, manpower, resources, permits and licenses to perform all storm or disaster related debris removal, remediation, disposal and recovery services; and

WHEREAS, the City and the Contractor have agreed to the scope of services, pricing schedule, terms, conditions and technical specifications as fully set out in this Contract; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration for the mutual covenants and agreements hereinafter set forth, Contractor and City agree as follows:

1.0 SERVICES: shall be as set out in the City’s RFP document RFP 2024-07.10-DRD (General Conditions, Scope of Services, Additional Services provided at no cost).

2.0 PERFORMANCE OF SERVICES

2.1 Upon issuance of a Task Order under this Contract, Contractor hereby agrees to provide the services and/or materials described under this Contract pursuant to the City’s RFP document RFP 2024-07.10-DRD identified herein as “Exhibit 1” and the Proposal dated \_\_\_\_\_ identified as Exhibit 2. Any and all fully executed Work Authorization documents or Addenda are hereby incorporated herein and made a part of this Contract.

2.2 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions as this Contract and that the work of its subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the City in writing.

Any subcontracts issued under this contract must comply with the necessary affirmative action steps to assure that minority businesses, women business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR200.321. The use of any contractor or subcontractor that has been disbarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at [www.sam.gov](http://www.sam.gov). All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of the Contract and with any applicable local, state or federal laws or regulations. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by the Contract as determined by the Owner and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion. Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.

### 2.3.2 INDEMNIFICATION:

THE CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SUBCONTRACTORS OR EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT AND THE CONTRACTED SERVICES REQUIRED HEREUNDER. CONTRACTOR SHALL NOT BE LIABLE TO INDEMNIFY THE CITY FROM ANY CLAIM ARISING OUT OF THE CITY'S BREACH OF THIS CONTRACT OR NEGLIGENT OR INTENTIONAL ACT OR OMISSION. IF ANY CLAIM OR DEMAND IS MADE AGAINST THE CITY FOR ANY MATTER INDEMNIFIED HEREIN, CITY SHALL GIVE NOTICE THEREOF TO THE CONTRACTOR WITHIN SEVEN (7) DAYS, AND CONTRACTOR SHALL ASSUME THE DEFENSE OF SUCH CLAIM THROUGH COUNSEL REASONABLY ACCEPTABLE TO THE CITY. AS SEPARATE CONSIDERATION FOR THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS OBLIGATION PROVIDED BY CONTRACTOR HEREUNDER, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FIRST ONE HUNDRED DOLLARS (\$100.00) OF THE CONTRACT SUM TO BE PAID TO CONTRACTOR IS PAID AS SEPARATE CONSIDERATION FOR THESE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR.

### 2.3.3 Insurance(s):

The Contractor agrees to keep the insurance specified below in full force and effect during the term of this Contract. Except for workers' compensation, the Contractor must also name the City as an additional insured while working within the boundaries of the City.

### 2.3.4 Worker's Compensation:

This coverage is required if the Contractor employs individuals on either a full or part-time basis to perform the contracted services.

◆ Coverage: Statutory State of Texas Requirements

Contractor shall also maintain Employer's Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease.

2.3.5 Liability Insurance: Contactor shall maintain at it's expense the following insurance coverage:

\$1,000,000 per occurrence / \$2,000,000 aggregate – Bodily Injury Liability

\$1,000,000 per occurrence / \$1,000,000 annual aggregate – Commercial General Liability

\$100,000 – Property Damage Liability, or

\$1,000,000 per occurrence / \$2,000,000 aggregate – Combined Single Limit Bodily Injury and Property Damage

Contractor shall maintain during the life of this contract automobile. Vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

2.3.6 Insurance Cancellation / Renewal:

The Contractor will notify the City at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the City at least ten (10) days following coverage renewals or changes.

2.3.7 Performance Bond and Payment Bond:

Within seventy-two (72) hours of the issuance of a Task Order under this Contract, the Contractor shall furnish as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

2.3.8 Work under 2 CFR200

The Contractor shall follow all applicable requirements of 2 C.F.R. 200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

**MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION:** The City in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring , that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Any subcontracts entered into by the prime contractor must also contain these affirmative steps.

### 2.3.9 Equal Opportunity

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

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

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

#### 2.3.10 Contract Work Hours and Safety Standards Act Compliance

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work that 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) 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 unpaid wages and liquidated damages. The City of Port Lavaca/FEMA 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 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 paragraphs (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."

### 2.3.11 Miscellaneous Federal Requirements

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

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

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

#### Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer 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 USC 1352.

#### Procurement of Recovered Materials

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

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <http://www.epa.gov/cpg/products.htm>.

#### DHS seal, Logo, and Flags

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

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

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

#### No Obligation by Federal Government

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

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

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

### 3.0 STANDARDS OF PERFORMANCE

#### 3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Manager/Supervisor report to the City's designated Contract Representative within twenty-four (24) hours following the delivery of a Notice-to-Proceed with a Task Order by the City. The Contractor's Manager/Supervisor shall have the authority to implement all actions and commitments required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

#### 3.2 Mobilization:

When the written Notice to Proceed with a Task Order has been received by the Contractor and/or the onsite Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 72 hours. The balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

#### 3.3 Time to Complete:

The Contractor shall complete all directed work of a Task Order as set out in Section 1.0 of this Contract within 180 working days from delivery of a Notice to Proceed with a Task Order and in accordance with Section 5.8 of this Contract unless extended by the City. The Contractor shall be responsible for the removal of all Debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

### 3.4 Extensions:

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the City or force majeure events, then the time to complete specified in Section 3.3 shall be extended for such time as caused by the delay to allow the Contractor to complete the performance of the Contract. This Contract may also be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work. Force majeure events shall include, but not be limited to, Acts of God, strikes, labor shortages, or other events beyond the reasonable control of the Contractor or City.

### 3.5 Term of Contract:

The term of the Contract shall be for an initial two (2) year term beginning on the Effective Date. All rates/fees shall be fixed for the contract term and for any subsequent renewal terms — there will be no provision for price adjustments at any renewal, as the annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion.

### 3.6 Contract Renewal:

This Contract will automatically be renewed for up to twelve (12) additional months (total 36 months maximum term). Either party to the contract may exercise its option not to renew the contract by providing written notice of its intent not to renew no later than 60 calendar days prior to the expiration date of the currently- expiring term. Contractual provisions within any proposal requiring a longer advance notice of intent not to renew than the 60 days stated herein, and/or financial penalties for non-renewal are not be acceptable to the City.

### 3.7 Contract Termination:

The City reserves the right to terminate the contract immediately in the event the Contractor:

- a) Fails to complete project in a timely manner agreed upon by both parties;
- b) Otherwise fails to perform in accordance with this contract;
- c) Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City may have in law or equity. Respondent, in submitting this proposal, agrees that City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

The contract may be terminated, without penalty, by either party by providing one hundred eighty (180) days written notice to the other party.

## 4.0 GENERAL RESPONSIBILITIES

### 4.1 Other Agreements:

The City may be required to enter into agreements with federal and/or state agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the Contractor, in writing, within seven (7) days of execution.

#### 4.2 City Obligations:

The City shall furnish all information and documents necessary for the commencement of contracted services, including a valid written Notice to Proceed delivered to the Contractor. A representative will be designated by the City (City Representative) to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after the activation of this Contract via a written Notice to Proceed. The City Representative shall have full authority to act on behalf of the City on all matters required under this Contract. The City is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available storm Debris services. The Contractor may assist the City with the development of Debris-based PSA(s), if requested.

#### 4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the City Representative. The Contractor shall have and require strict compliance with accepted ethical practices.

#### 4.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program, and procedures utilized to perform the contracted services. The Contractor will employ and maintain on the work site a qualified Manager/Supervisor who shall have full authority to act on behalf of the Contractor on all communications given by the City, as further provided in Section 3.1.

#### 4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall be responsible for any damages owing to the negligence or intentional wrongdoing of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

#### 4.6 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. City shall not, however, contract with any other contractor or subcontractor for the contracted services or Additional Support Services provided herein, unless the Contractor consents in writing.

#### 4.7 Ownership of Debris:

All debris shall become the property of the Contractor for removal and lawful disposal. The Debris will consist of, but not be limited to vegetative, construction and demolition, white goods, and household solid waste.

#### 4.8 Disposal of Debris:

The Contractor shall be responsible for determining, permitting and executing the method and manner for lawful disposal of all eligible Debris, including regulated hazardous waste, if applicable. The location and permitting as applicable of the TDMS(s) and final disposal site(s) shall be determined by and the responsibility of the Contractor.

## 5.0 GENERAL TERMS and CONDITIONS

### 5.1 Geographic Assignment:

The geographic boundary for work by the Contractor hereunder shall be as directed by the City and will be limited to properties located within the City's legal boundaries.

### 5.2 Multiple, Scheduled Passes:

The Contractor shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm or disaster event. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional Debris placement at the ROW by the citizens and the City. Upon agreement between the City and the Contractor, the number of passes may be increased based on mutual agreement regarding the amount of additional Debris brought to the ROW.

### 5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state, and local laws, rules, and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load Debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should the operation of equipment be required outside of the public ROW, the City will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

### 5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the City a certified report indicating the type of vehicle, make and model, license plate number, assigned Debris hauling number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul Debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the City or Monitoring Team and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the City by the Contractor.

### 5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placed on each numbered vehicle or piece of equipment used to haul Debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

### 5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of Debris on/in each vehicle or piece of equipment used to haul Debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the Debris does not extend horizontally beyond the bed of the hauler. All loose Debris shall be reasonably compacted and secured during transport.

#### 5.7 Traffic Control:

The Contractor shall mitigate the impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices and applicable law. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all Debris removal, reduction, and/or disposal site(s).

#### 5.8 Monitoring of Debris Operations

The City shall conduct a Debris monitoring program for the work of this contract. The Contractor will assist the monitoring team, whether this activity is by force account or contract. The Contractor will cooperate and coordinate with the Debris monitoring team/firm in all aspects of the team activity. Logistical support and reports to the City on Debris monitoring activities are the responsibility of the team manager or monitoring contractor.

#### 5.9 Work Days/Hours:

The Contractor may conduct Debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, Debris reduction operations at the TDMS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the City following consultation with and notification to the Contractor.

#### 5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during Debris removal operations for collection and disposal in accordance with applicable local, state, and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. If authorized by the City, the Contractor will provide, operate, and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. The Contractor may use the services of a subcontractor specializing in the management and disposal of such materials and waste if the Contractor is directed to conduct such operations by the City.

#### 5.10 Stumps:

If authorized by the City, all hazardous/eligible stumps identified by the City will be extracted, loaded, transported, stored, reduced and disposed of in accordance with the standards of this Contract. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented, and invoiced by the contractor for payment in accordance with the Pricing Schedule of this contract.

#### 5.11 Utilizing Local Resources:

The Contractor shall, to the extent practicable, give priority to utilizing resources within the City. This local preferences priority will include, but not be limited to, Debris hauling, procurement of services, supplies, and equipment, and awarding other recovery service subcontracts and employment to the local workforce.

#### 5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment, in compliance with applicable federal, state, and local law, in all activities under this Contract. The Contractor will provide such safety equipment, training, and supervision as may be required by the City and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

#### 5.13 Inspection and Testing:

All Debris shall be subject to adequate inspection by the City or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The City and the FEMA Administrator will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government, including the City, the State of Texas, the FEMA Administrator, and the Comptroller General of the United States, shall be permitted to inspect all work activities, equipment, materials, invoices, records, books, and documentation of the City and Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, including reproduction by any means whatsoever.

#### 5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies federal, state, or local, which may have a regulatory or funding interest in this Contract and the contracted services provided hereunder.

### 6.0 REPORTS CERTIFICATIONS and DOCUMENTATION

#### 6.1 Accountable Debris Load Forms:

The City shall accept the serialized copy of the Contractor's Debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of Debris delivered and processed at the TDMS. The serialized ticketing system will also be used in the event of additional Debris handling for volume reduction and/or the possible requirement for a Debris transfer station(s). These tickets will also be utilized for Debris haul out for final disposal. These tickets will be the basis of any electronically generated billing and/or report(s).

#### 6.2 Reports:

The Contractor shall submit periodic, written reports to the City as requested or required, detailing the progress of Debris removal, processing, and disposal. These reports may include, but not are limited to:

##### 6.2.1 Daily Reports:

The daily reports will detail the location where passes for Debris removal were conducted, the quantity of Debris (by type) removed or disposed of, the total number of engaged in Debris management operations, the crew assignments by zone, the number of burners, grinders, chippers, and mulching machines in operation, and their daily production. The Contractor will also report damages to private property caused by the Debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the

Contractor's operations. This report will reflect the close of business at 6 pm for the prior twenty-four (24) hours.

6.2.2 Weekly Summaries:

A weekly summary of all information contained in the daily reports as set out in Section 6.2.1 will be provided to the City. The Contractor will provide this report within two business days after the end of the week. The Contractor will provide both reports in written and electronic format if requested.

6.2.3 Report(s) Delivery:

The scheduled time and point of delivery for the Debris and other recovery operations reports will be directed by the City in consultation with the Contractor.

6.2.4 Final Project Closeout Report:

Upon final inspection and/or closeout of the project by the City, the Contractor shall prepare and submit a detailed description of all Debris management activities to include, but not limited to the total volume, by type of Debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the City. If requested, the Contractor will provide additional information to adequately document the conduct of the Debris management operations for the City and/or Government, including electronic spreadsheets.

6.3 Additional Supporting Documentation:

The Contractor shall submit reports and/or other documentation on Debris loading, hauling, disposal, and load capacity measurements as may be required by the City and/or Government to support requests for Debris project reimbursement from external funding sources.

6.4 Report Maintenance:

The contractor may be subject to audit by federal, state, and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, and Debris reporting tickets and contract correspondence for a period of not less than three (3) years after the final project closeout. These maintained reports may include electronic scanned copies of the daily load tickets and tower determination of percent full.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of not less than five (5) years.

**7.0 UNIT PRICES and PAYMENTS :**

7.1 Contractor shall perform only those debris removal categories authorized in writing by the City. The contractor will invoice the City and be paid for the performed services, as verified by the City's Monitor, in accordance with the unit prices set out in the Contractor's Price Proposal, made a part of this Contract.



7.4 Billing cycle:

The Contractor shall present a draft invoice for verification to the City AND the City’s Monitor on a bi-weekly basis as of the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices. Once verified, the Contractor shall present a final invoice to the City for payment.

7.5 Payment Responsibility:

The City agrees to accept the Contractor's verified final invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 30 days of receipt of the Contractor's invoice. The City/Monitor will advise the Contractor within five (5) working days of receiving the draft invoice of any disputed charges or if any invoice requires additional information for approval.

7.6 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction, and/or disposal of any material that may be determined by the City, its Monitor, and/or Government as ineligible Debris, or for stumps or other services that have not been requested or authorized by City.

7.6.1 Eligibility Inspections:

The Contractor and City or the Monitoring Team will inspect each load to verify that the contents are in accordance with the accepted definition of eligible Debris, as set out in Section 1.0 of this Contract.

7.6.2 Eligibility Determinations:

If any load is suspected to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill, receiving facility, or at a special location at the TDSRS. The Contractor will not invoice the City for such load(s) until the issue of eligibility is resolved.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by facsimile, recognized overnight delivery service or certified or registered mail, return receipt requested, and addressed as follows:

To Contractor at:

To City at:

Telephone:

Telephone:

Email:

Email:

Notice by Email shall be deemed delivered on the date of transmission, provided a receipt evidences same, and otherwise on the date of the signed receipt of delivery.

## 8.2 Litigation:

No party may commence litigation against the other party without providing written notice and demand to the other party setting forth the matters in dispute including the amounts in dispute and no party may commence litigation against the other party without first mediating the dispute before a certified mediator in Calhoun County, Texas. In the event, the mediation results in an impasse, the parties may commence litigation. With respect to any litigation, this Contract shall be construed and governed by the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule. The sole and exclusive venue for any suit, action or proceeding arising out of, relating to, to interpret, or for breach of this Contract, or with respect to the Contract work (a "Related Proceeding") shall be in the courts of Calhoun County, Texas, federal or state. Each of the parties irrevocably consents and submits to the exclusive subject matter and personal jurisdiction of the courts of the State of Texas located in Calhoun County, and of the United States District Court for the Southern District of Texas located therein for the purposes of a Related Proceeding, and irrevocably waives, to the fullest extent it may effectively do so, (i) any objection it may have to the laying of venue of any Related Proceeding in the Courts of Calhoun County, Texas, federal or state, and (ii) the defense of any inconvenient forum to the maintenance of any Related Proceeding in such court.

## 8.3 Liquidated Damages

Should the Contractor fail to complete the requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the City, as liquidated damages, the following:

8.3.1 The Contractor shall pay the City, as liquidated damages, \$800 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued a Notice to Proceed with a Task Order.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by the failure of the Contractor to Complete requirements set forth in the scope of work.

## 8.4 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may only be modified, amended, or extended by a written instrument executed by both parties.

## 8.5 Waiver:

In the event, that one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.6 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal, or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

8.7 Assignment

This Contract may not be sold, assigned, transferred, or conveyed, in whole or in part, by Contractor without prior written consent of City.

8.8 Binding Effect

This Contract shall be binding on and inure to the benefit of the heirs, successors, assignees, and subcontractors, including provisions in 5.13 requiring governmental access to all records and work sites.

8.9 Headings

All sections and headings are used for convenience only and do not affect the construction or interpretation of this Contract.

8.10 Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Contract. Electronic, facsimile or scanned signatures on this Contract shall be deemed to be authentic and valid counterparts of such original document for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the City has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the Effective Date.

Contractor

City

By:

Title:

ATTEST:

Name - Title

Attachments:

- RFP 202407.10-DRD identified herein as “Exhibit 1”
- COST Proposal dated \_\_\_\_\_ identified as “Exhibit 2”.