

CITY OF TEXAS CITY, TEXAS
RFP 2017- 034 Emergency Request for
Disaster Debris Clearance and
Removal Services

Notice is hereby given that proposals for Emergency Disaster Debris Clearance and Removal Services and will be received by the City of Texas City (Owner) **until 10:00 a.m. (CST) on September 11, 2017**. Proposals must be submitted electronically via email to Dgurka@texas-city-tx.org and Rmcclellen@texas-city-tx.org; include RFP#2017-034 in the subject line.

Historically underutilized Businesses (HUBs) are encouraged to submit a proposal. Each proposal must be received by Owner before the stated time on the day the proposals are due.

The Owner reserves the right to reject any and all proposals received and to award said proposals in the best interest of the Owner.

City of Texas City
Emergency Request for Proposals for
Disaster Debris Clearance and Removal Services

PROPOSAL NUMBER: 2017-034

Proposal Deadline: September 11, 2017, 10:00 a.m.

Post-Event Disaster Recovery Assistance

The City of Texas City, is requesting proposals from qualified contractors to provide immediate clean-up, demolition, removal, reduction and disposal of debris as directed by the City following a natural disaster. This shall be a one year contract utilized on an "as needed" basis.

Those individual/firms interested in being considered for this project are instructed to email their proposals, pertinent to this project prior to 10:00 A.M. on **Monday, September 11, 2017**, to Dgurka@texas-city-tx.org and Rmcclellen@texas-city-tx.org

Evaluation criteria will include but not be limited to: compliance with submission requirements; qualifications of proposer to meet the City's objectives; whether the proposed services meet the City's objectives; and the overall approach have been adequately and technically addressed, and the proposed fee.

Section 1: RFP CALENDAR AND PROPOSAL SUBMITTAL

1.1 Submittal Deadline

The deadline for the submittal of PROPOSALS is September 11, 2017, at 10:00 a.m. (Central Time) CT.

1.2 Submittal Procedure

THE CITY will only accept electronic submittals. PROPOSERS may email proposals to Dgurka@texas-city-tx.org and Rmcclellen@texas-city-tx.org

Include the RFP#2017-034 in the e-mail subject line.

The deadline for the submittal of proposals is September 11, 2017 by 10:00 a.m. CST. The City shall date-time stamp all proposals upon receipt. Proposals received after this date and time will not be accepted.

Submission of a proposal will constitute acknowledgement and acceptance of all the terms and conditions contained in this RFP. PROPOSERS, their authorized representatives, and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of this RFP at the time a proposal is submitted to the City.

1.3 Calendar of Events for RFP Award Process

Release of Emergency RFP:	September 6, 2017 before 5:00 p.m. CST
Vendor questions regarding RFP due:	September 6, 2017 before 5:00 p.m. CST
Addenda released if required:	September 7, 2017 before 5:00 p.m. CST
Proposals due:	September 11, 2017, 10:00 a.m. CST
Award of Contract:	September 11, 2017, 2:00 p.m. CST

Note: There will be no public proposal opening meeting.

1.4 Terms of Agreement

- 1.4.1 The initial term of this CONTRACT shall be for a period of one (1) year from the date of award.
- 1.4.2 The term of the initial contract will be September 11, 2017, to September 11, 2018.
- 1.4.3 Once a contract is fully executed, the CONTRACTOR acknowledges and agrees that any service it provides to the City after the termination date of the CONTRACT will be deemed to be gratuitously provided, and the City shall have no obligation to pay for such services unless the City approves an agreement to do so in its sole discretion.
- 1.4.4 A sample contract should be included as part of the CONTRACTOR’s submittal. This RFP shall serve as the scope of work and be included as an exhibit to the contract.

1.5 Interpreting Specifications

The specifications and product references contained herein are intended to be descriptive rather than restrictive. The City is soliciting proposals to provide a complete product and service package that meets its overall requirements. Although specific equipment and system references are included in this RFP for guidance, they are not intended to preclude PROPOSERS from recommending alternative solutions offering comparable or better performance or value to the City.

Changes in the specifications, terms, and conditions of this RFP will be made in writing by the City prior to the proposal due date. Results of informal meetings or discussions between potential PROPOSERS and any City official or employee may not be used as a basis for deviations from the requirements contained in this RFP.

1.6 Non-Responders to RFP

If unable to submit a proposal, please email the City to provide reason for not submitting a proposal. Reasons for non-response to the RFP may be submitted to Debbie Gurka at Dgurka@texas-city-tx.org

Section 2: PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. PROPOSERS are encouraged to include additional relevant information. At PROPOSERS' option, brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

2.1 Proposal Format

Proposers must complete and email the Bid Form attached to this RFP, completed and notarized Form 1295, sample contract, and any other documentation to satisfy the RFP requirements in an electronic format. Due to the condensed timeframe of this request, boilerplate information and marketing material will be accepted to satisfy the requirements of this section.

2.2 Recommendations/Exceptions

If your organization takes exception to the equipment and/or services requested in the RFP, please state specifically within your proposal your objection. Deviations shall be acceptable to the City only to the extent that the deviations are determined as having offered a feature or component which meets or exceeds the specifications.

2.3 Trade Secret Information

In the event a PROPOSER submits trade secret information to the City; the information must be clearly labeled as "Trade Secret." The City will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 Certificate of Registration

The PROPOSER must furnish a "Certificate of Registration" that identifies the States the PROPOSER is authorized to conduct business in prior to the awarding of the contract. Within the State of Texas, registration can be obtained from the Texas Secretary of State's Office, which will also provide the certification thereof.

2.5 Capabilities and Related Experience

Please provide a description of your organization's related experience and capabilities. In order to propose, each PROPOSER must also provide a list of three (3) debris removal, reduction, and disposal operations in excess of 250,000 cubic yards where PROPOSER was the prime CONTRACTOR and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, e-mail address and phone number, and description of project. PROPOSERS that do not meet these minimum qualifications may not be considered.

2.6 Qualifications of Key Personnel

PROPOSERS must provide a listing of key personnel who would be assigned to the project, including their training and certifications and years of experience. PROPOSERS should also

indicate which personnel will be primary contacts, which will be dedicated staff, and what role each staff member will play in execution of the contracted services.

2.7 Description of Work

Detailed requirements for the description of work, scope of services and proposed costs are provided in Scope of Work.

2.8 Safety

PROPOSER shall be solely responsible for maintaining safety at all work sites. PROPOSER shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. PROPOSER will also be solely responsible to ensure that all OSHA requirements at and a safety officer assigned to the project for the duration of this contract.

2.9 Generator Status and Indemnification

In order to protect the City from liabilities associated with on-site activities, transportation, and inherent CERCLA liabilities involving disposal, the CONTRACTOR should supply its own labor, transportation, and dispose of the waste at only EPA-permitted disposal facility. The CONTRACTOR must agree to assume generator status and be responsible for preparing and signing all manifests related to the CITY'S household hazardous collection and/or disposal facility.

CONTRACTOR agrees to and shall defend, indemnify, and hold the City, its employees, officers, and legal representatives (collectively, "the City") harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this agreement including, without limitation, those caused by:

1. CONTRACTOR'S and/or its agents', employees', officers', directors', or SUB-CONTRACTORS' actual or alleged negligence or intentional acts or omissions;
2. The CITY and CONTRACTOR'S actual or alleged concurrent negligence, whether CONTRACTOR is immune from liability or not; and
3. The CITY'S and CONTRACTOR'S actual or alleged strict products liability or strict statutory liability, whether CONTRACTOR is immune from liability or not.

CONTRACTOR shall defend, indemnify, and hold The CITY harmless during the term of this agreement and for four years after this agreement terminates. CONTRACTOR shall not indemnify the CITY for the CITY'S sole negligence.

2.10 Release

The CONTRACTOR, its predecessors, successors, and assigns hereby release, relinquish, and discharge the CITY, its agents, employees, officers, and legal representatives from any liability arising out of the CITY'S sole and/or concurrent negligence and/or the CITY'S strict products liability or strict statutory liability for any injury, including death or damage to persons or property, where such damage is sustained in connection with or arising out of performance under this Contract.

2.11 Technical Proposal

2.11.1 PROPOSERS should, at a minimum, provide the following information listed below. Each section shall be provided in the order listed below:

2.11.2 PROPOSER background, with specific detail to similar projects performed in excess of 250,000 cubic yards

2.11.3 PROPOSER technical experience regarding large-scale debris removal operations associated with hurricanes, storms, tornadoes, or other natural or manmade disasters

- 2.11.4 Organizational chart including proposed points of contact and a full-time project manager required to report to the CITY
- 2.11.5 Training and professional experience (include all professional certifications)
- 2.11.6 A list of existing contracts, particularly those within the State of Texas
- 2.11.7 References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 250,000 cubic yards)
- 2.11.8 A list of SUB-CONTRACTORS showing/including primary operating location
- 2.11.9 Provide a one to two page company profile with a brief description of the firm, capabilities, experience, contact information, website, and additional resources.
- 2.11.10 Detailed listing of CONTRACTOR'S equipment and resources A mobilization and operations plan
- 2.11.11 Construction drawings for OSHA-compliant temporary inspection towers
- 2.11.13 Anti-Collusion Statement
- 2.11.14 PROPOSER'S equipment and resource list – PROPOSERS shall submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment, and other equipment that the PROPOSER determines suitable or necessary for the project.
- 2.11.15 Spill and Fire Prevention Plan – PROPOSERS shall submit spill prevention and fire prevention plans tailored to on-site activities at the Debris Management Site (DMS) or facility.
- 2.11.16 Contingency Plan – PROPOSERS shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on-site.
- 2.11.17 Employee Training and Medical Monitoring – PROPOSERS shall submit a detailed training outline of each position involved in debris removal and DMS(s) operations. PROPOSERS shall also submit information regarding employee medical monitoring requirements.
- 2.11.18 Description of PROPOSER'S Safety Record – PROPOSERS shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years by the PROPOSER.
- 2.11.19 Third-Party Certification – PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

2.12 Insurance Requirements

The CONTRACTOR shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing the CITY as an Additional Insured, in duplicate form, prior to the beginning of the Agreement. Each policy, except those for Worker's Compensation and Employer's Liability, must name CITY as Additional Insured parties on the original policy and all renewals or replacements. Each policy, except for Worker's Compensation and employer's Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. CONTRACTOR'S failure to maintain the required insurance coverage at any time during the Contract period may be grounds for the CITY to suspend the Contract and for the CITY to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States.

Standard insurance policies and minimum amounts required are as follows:

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage
 - a. Each occurrence not less than \$1,000,000
 - b. General aggregate not less than \$2,000,000
 - c. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/completed operations
2. Worker's Compensation and Employer's Liability Insurance
 - a. Employers' Liability insurance of \$1,000,000 per occurrence
 - b. Worker's Compensation as required by statute
3. Automobile Liability (for vehicles CONTRACTOR uses in performing under the Agreement, Including Employer's Owned, Non-Ownership, and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement
 - a. Combined Single Limit of \$1,000,000 per occurrence
4. Environmental Impairment Liability and/or Pollution Liability
 - a. \$3,000,000 per occurrence or claim and \$3,000,000 aggregate
5. Excess Liability
 - a. \$3,000,000 per occurrence and \$3,000,000 aggregate
6. Other Insurance
 - a. If requested by the CITY, CONTRACTOR shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to CONTRACTOR'S operations under the Agreement

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.

All of the insurance required to be carried by the CONTRACTOR hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against the CITY, and that it shall give thirty (30) days written notice to the CITY before they may be cancelled or materially changed. Within such thirty (30) day period, CONTRACTOR covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or non-renewed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the CONTRACTOR to obtain and keep in force the above-required insurance coverage shall authorize the CITY, at its option, to terminate the Agreement at once. CONTRACTOR shall give written notice the CITY within five (5) days of the date on which total claims by any party against CONTRACTOR reduce the aggregated amount of coverage below the amounts required by the Agreement.

CONTRACTOR shall pay all insurance premiums, and the CITY shall not be obligated to pay any premiums. CONTRACTOR shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the CITY.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the SUB-CONTRACTOR to cover their operations, and evidence such as insurance, satisfactory to THE CITY shall be furnished by the CONTRACTOR. In the event a SUB- CONTRACTOR is unable to furnish insurance in the limits required under the Agreement, the CONTRACTOR shall endorse the SUB-CONTRACTOR as an Additional Insured on his policies excluding Worker's Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

2.13 Financial Assurance

PROPOSERS must submit the most current, unqualified, audited financial statement or SEC Form 10K for the proposing organization. Proposals submitted without the most current certified financial statement or SEC Form 10K shall be considered non-compliant with the RFP.

2.14 Conflict of Interest Questionnaire

Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with the CITY to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with THE CITY officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website <http://www.ethics.state.tx.us/>. The CITY officers include its City Council, who are listed on the City's website.

The CIQ must be completed and filed with a bid/proposal response if an employment or business relationship defined in the law exists.

2.15 Certificate Of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City. Section 3: TERMS AND CONDITIONS

3.1 Proper Use of Materials

The PROPOSER shall use the information contained in this RFP only in the preparation of its proposal and other requested documentation. Any other use, dissemination, publication, or re-use of this information is expressly prohibited.

3.2 Trade Secret Information

In the event a PROPOSER submits trade secret information to THE CITY, the information must be clearly labeled as "Trade Secret." The CITY will maintain the confidentiality of such trade secrets to the extent provided by law.

3.3 Recycling and Waste Management Hierarchy

The CITY recognizes concerns for the depletion of natural resources and the ecological effect of wastes in the environment, and encourages the use of recycled, recyclable, and reusable products and materials. The CITY also adheres to the Environmental Protection Agency's waste hierarchy of preferred methods for waste reduction. Source reduction is the most preferred method, followed by recycling, and lastly disposal in combustion facilities and landfills. PROPOSERS are encouraged to demonstrate their support of the recycling and waste management hierarchy goals of the CITY and to arrange for the ultimate disposition of the wastes accordingly.

3.4 Non-Discrimination and Equal Opportunity

The CONTRACTOR(S) agree to comply with all federal statutes relating to nondiscrimination.

These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

3.5 Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses

It is the policy of the CITY to assist Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses in learning how to do business with THE CITY. Further it is the CITY'S policy that these sources shall have the maximum feasible opportunity to compete. Successful CONTRACTOR(S) agree to if accepted, place qualified small and minority businesses and women's business enterprises on solicitation lists, assure that qualified small and minority businesses and women's business enterprises are solicited whenever they are potential sources, use 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. Divide total requirements when economically feasible, into smaller tasks or quantities to permit maximum participants by small and minority businesses, and women's business enterprises. To establish delivery schedules, where the requirement permits.

3.6 Compliance with Americans with Disabilities Act (ADA)

PROPOSERS shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal, PROPOSER acknowledges its intention to conform to the requirements of the Act. Failure to comply with ADA may cause the CITY to suspend a contract with any successful PROPOSER.

3.7 Publicity

Any publicity released by the PROPOSER giving reference to this contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only with prior approval of the CITY.

3.8 Venue

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with the contract awarded (directly with the CITY) under these specifications, shall lie exclusively in Galveston County, Texas.

Venue and jurisdiction of any suit, or cause of action arising under, or in conjunction with contract awarded by the CITY under these specifications, shall lie exclusively in the CITY'S limits.

3.9 Terms, Conditions, and Exceptions

3.9.1 This RFP does not commit the CITY to award a contract, issue a Purchase Order, or to pay

anycosts incurred in the preparation of a proposal in response to this request.

- 3.9.2 The proposals will become part of the CITY'S official files without any obligation on the CITY'S part. All responses shall be held confidential from all parties other than the CITY until after the contract is awarded. Afterward, the proposals shall be available to the public.
- 3.9.3 The CITY shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the CITY, at any time during the proposal evaluation process.
- 3.9.4 The PROPOSER shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the CITY (including any and all members of proposal evaluation committees) for the purposes of influencing consideration of a proposal.
- 3.9.5 PROPOSER(S) shall not collude in any manner, or engage in any practice, with any other PROPOSER(S) which may restrict or eliminate competition or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP, or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the CITY can combine or consolidate proposals, or portions thereof, for the purposes mentioned above.
- 3.9.6 All proposals submitted must be the original work product of the PROPOSERS. The copying or paraphrasing of the work product of another PROPOSER is not permitted.
- 3.9.7 This RFP and the related responses of the selected PROPOSER will by reference (within either a Contract or Purchase Order) become part of any formal agreement with the selected PROPOSER and THE CITY.
- 3.9.8 THE CITY and the selected PROPOSER(S) may negotiate a contract or contracts for submission to the CITY COMMISSION for consideration and approval.
- 3.9.9 CONTRACTOR personnel essential to the continuity and successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by THE CITY.
- 3.9.10 PROPOSERS are advised that all THE CITY contracts are subject to legal requirements provided for in any applicable State, Local, and Federal statute.
- 3.9.11 The CONTRACTOR acknowledges that any contract entered into as a result of this RFP may be terminated under the following conditions:

1. Convenience

THE CITY may terminate the Contract in whole or in part without cause at any time giving written notice by certified mail to the successful PROPOSER whenever for any reason THE CITY determines that such termination is in the best interest of THE CITY and THE CITY participants. Upon receipt of Termination Notice, all services hereunder of the successful PROPOSER and its employees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the successful PROPOSER shall prepare a final invoice within 30 days of such termination reflecting the services actually performed for a participating local government ("THE CITY") pursuant to the Contract and to the satisfaction of THE CITY'S Finance Director or his designee whose name has not appeared on any prior invoice. Participating THE CITYS agree to pay the successful PROPOSER, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of THE CITY less compensation previously paid.

2. Default

If the successful PROPOSER fails to perform in accordance with the terms and conditions set forth in the Contract documents, THE CITY may consider the successful PROPOSER to be in default. In this event, THE CITY may serve written notice upon the successful PROPOSER of its intention to terminate the Contract or portion thereof. Such notice shall contain the reasons for such intention to terminate and the successful PROPOSER shall have

thirty (30) days after receipt to cure or provide a satisfactory plan of action to cure said default. If the successful PROPOSER fails to cure or provide a satisfactory plan to cure, THE CITY may issue a Termination Notice.

- 3.9.12 CONTRACTOR must promptly report to THE CITY any conditions, transactions, situation, or circumstances encountered by the CONTRACTOR which would impede or impair the proper and timely performance of the contract.
- 3.9.13 THE CITY has sole discretion and reserves the right to cancel this RFP or to reject any or all proposals received prior to contract award.
- 3.9.14 The CITY reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.
- 3.9.15 The CITY reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. The CITY reserves the right to reject specific elements contained in all proposals and to complete the evaluation process based only on the remaining items.
- 3.9.16 After contract execution, the PROPOSER is the prime and responsible party for contracting and communicating the work to be performed to SUB- CONTRACTORS and for channeling other information between the CITY and SUB-CONTRACTORS, if necessary.
- 3.9.17 Prime CONTRACTOR assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime CONTRACTOR or is subcontracted to another organization.
- 3.9.18 If SUB-CONTRACTOR involvement is required in the use of license, patent, or proprietary process, the Prime CONTRACTOR is responsible for obtaining written authorization from the SUB-CONTRACTOR to use the process or providing another process comparable to that which is required and which is acceptable to THE CITY, all at no additional cost or liability to the CITY.
- 3.9.19 All disposal sites and treatment methods used by the CONTRACTOR shall be approved by the CITY. Any changes in disposal site or treatment method without obtaining prior approval of the CITY shall constitute a material breach of this contract. In all instances, the CONTRACTOR must adhere to EPA treatment standards for treatment and disposal of wastes.
- 3.9.20 The PROPOSER represents and warrants by the submission of a proposal, for itself and its respective employees, officers, board members and agents, that its participation in this RFP process and, if selected, its engagement by the CITY to perform planning services would not result in either a personal conflict of interest or an organizational conflict of interest.
- 3.9.21 The CITY reserves the right to conduct audits and/or inspections of any transportation, storage or disposal facilities used by the CONTRACTOR.

3.10 CONTRACTOR Warranties

- 3.10.1 The successful PROPOSER (CONTRACTOR) will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all disaster debris that may be collected for disposal by the CITY'S jurisdictions.
- 3.10.2 CONTRACTOR must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.
- 3.10.3 CONTRACTOR must warrant that the CONTRACTOR owned or approved storage treatment/disposal facilities are licensed and permitted as necessary. In the event that the storage/treatment facility loses its permitted status hereafter, during the term of the Agreement, the CONTRACTOR will promptly notify the CITY of such loss.

3.10.4 The CONTRACTOR will ensure that all vehicles transporting disaster debris (SUB-CONTRACTORS included) are properly registered, and that disaster debris drivers have all required State and Federal licenses.

3.10.5 CONTRACTOR must obtain all required Local, State, and Federal permits for the responsibilities of the CONTRACTOR. CONTRACTOR must obtain all necessary permits and qualify to transport waste according to DOT exemptions. CONTRACTOR must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

3.11 Pre-audit

Any contract resulting from this RFP process may be pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by the CITY contract or purchase order issued which is incorporated as if fully set out.

3.12 Records Retention and Review

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the CITY for a period of seven (7) years following receipt of final payment for the services referenced herein. Final payment may be payment of any retention for the services.

3.13 Written Notice to Proceed

The CITY shall issue an official written Notice to Proceed for the services referenced in this contract. The notice shall be sent via electronic mail or facsimile followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

3.14 Agreements with THE CITY

The CITY will enter into an Agreement with the **CONTRACTOR** through this Contract as described in **CONTRACTOR'S** proposal response. Termination of this Contract for any reason shall not result in the termination of the underlying THE CITY Agreements entered into between **CONTRACTOR** and any **THE CITY** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new THE CITY Agreement with the **CITYS** pursuant to this Contract.

3.15 Resolution of Protested Solicitations and Awards

Any PROPOSER who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement, up to 10 working days after first action by the City Commission to authorized negotiation with top- ranked PROPOSERS. Grievances filed more than 10 days after action by the City Commission will not be deemed timely and will not be considered. In order for a PROPOSER to enter the grievance process, a written complaint must be sent to the Legal Department of the CITY by certified mail which includes the following:

1. Name, mailing address, and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned. A precise statement of the reasons for the protest.
3. Supporting exhibits, evidence, or documents to substantiate any claims.

The grievance must be based on an alleged violation of THE CITY's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which the CITY is a party. Failure to receive a procurement award from the CITY in and of itself does not constitute valid grievance. Upon receipt of grievance, the Legal Department will initiate the

informal resolution process.

The Purchasing Department responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from the date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Legal Department with specifics on each point addressed in the original complaint.

If the Purchasing Department is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Legal Department immediately. The Legal Department will review all documentation. All interested parties will be given written notice of the date, time, and place of hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

The complainant may appeal the Legal Departments decision by submitting a written appeal, within five (5) working days, to the Mayor of THE CITY. The Mayor, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Mayor of THE CITY has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Legal Department.

The decision reached by the Mayor or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The PROPOSER may, if it elects to do so, appeal the final and conclusive decision of the Mayor to a Court of competent jurisdiction.

Section 4: TERMS AND DEFINITIONS

Definitions of key terms used in this RFP are provided below.

4.1 Approved Final Disposal Site

4.1.1 A final disposal site approved in writing by the CITY.

4.2 Authorized Representative

4.2.1 THE CITY employees and/or contracted individuals designated by the CITY or THE CITY debris manager.

4.3 Cleanup Crew

4.3.1 A group of individuals or an individual employed by the CONTRACTOR to collect disaster debris.

4.4 Construction and Demolition (C&D) Debris

4.4.1 FEMA Publication 325 defines eligible C&D debris as damaged components of buildings and structures such as lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.) Current eligibility criteria include the following:

- a. Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way (ROW).
- b. Debris removal must be the legal responsibility of the applicant.
- c. Debris must be a result of a major disaster.

4.5 Debris

4.5.1 Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

4.6 Debris Management Site (DMS)

4.6.1 A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris storage and reduction site (TDSRS) or temporary debris staging and processing facility (TDSPF).

4.7 Debris Manager

4.7.1 The CITY will designate a Debris Manager, who will provide oversight for all phases of debris removal operations.

4.8 Debris Removal

4.8.1 Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

4.9 Demolition

4.9.1 Demolition is the act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

4.10 Description of Designated Area

4.10.1 The designated area for debris removal is bounded by THE CITY limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the CITY. Debris clearance and removal on roadways in municipalities within the CITY'S limits may assign debris removal responsibilities to the CONTRACTOR. The CONTRACTOR will remove debris from municipal roadways at the direction of the CITY. The CITY may also authorize the CONTRACTOR to remove debris from NON-THE CITY roadways or other areas as directed in writing by the CITY.

4.10.2 All debris identified by the CITY shall be removed. The CONTRACTOR shall make up to two complete passes through the CITY'S limits, removing all debris along each ROW. The CITY may or may not require the CONTRACTOR to perform a third pass. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated area to another designated area without prior approval from the CITY or its representative. Any eligible debris (such as fallen trees) that extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris that lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the CITY.

4.10.3 The CONTRACTOR shall deliver debris to disposal sites that have been permitted to receive disaster debris and will adhere to all State, Local, and Federal regulations.

4.10.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.

4.10.5 All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by the CITY.

- 4.10.6 Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on-site. Hand crews and rakes will be required.
- 4.10.7 The CONTRACTOR will provide an on-site Project Manager to the CITY. The Project Manager shall provide the CITY with a telephone number at which the Project Manager can be reached throughout the project. The Project Manager will be expected to have daily meetings with THE CITY representatives. Daily meeting topics will include but will not be limited to volume of debris collected, completion progress, local coordination, and damage repairs. The CITY may adjust the frequency of meetings. The CONTRACTOR Project Manager must be available 24 hours-a-day, or as required by the CITY.
- 4.10.8 The CITY may provide the CONTRACTOR with potential DMS(s). The CONTRACTOR will be responsible for returning the DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.
- a. DMS locations to be determined within the CITY service request form.
 - b. Once DMS locations are identified, the CONTRACTOR will be provided with the address, GPS coordinates, and estimated acreage of each DMS.
 - c. Based on the severity of the disaster, the CITY may task the CONTRACTOR with locating additional sites available to be used as DMS(s).
 - d. The CITY does not warrant or guarantee the availability or use of any dump sites. The CONTRACTOR must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by the CITY. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS(s) operations and remediation must comply with all Local, State, and Federal safety and environmental standards. CONTRACTOR reduction, handling, disposal, and remediation operations must be approved in writing by the CITY.
 - e. Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at permitted disposal facilities, or other THE CITY-approved sites that meet Local, State, and Federal regulations for disposal, will be made at the cost incurred by the CONTRACTOR. The CONTRACTOR must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.
- 4.10.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, and Local governments or agencies, or of any public utilities.
- 4.10.10 The CITY reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.
- 4.10.11 The CONTRACTOR shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours, or sooner depending on the extent of the disaster. Operations must begin within twenty-four (24) hours of notification by the CITY. Depending on the category of the event, the CITY may request immediate mobilization.
- 4.10.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act. For THE CITYS, any project that requires a federal permit or receives federal funding is subject to Section 7. The CONTRACTOR and THE CITY will comply with the findings of the Section 7 consultation, if applicable.

4.10.13 Debris management activities reimbursed through federal disaster programs may occur in areas that are protected by the Texas Historical Commission (THC). The CONTRACTOR and THE CITY will coordinate with the SHPO when appropriate.

4.11 Disaster Specific Guidance (DSG)

4.11.1 DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by its numerical identification.

4.12 Eligible

4.12.1 Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the CITY to the CONTRACTOR) of the FEMA Public Assistance Grant Program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

4.13 Endangered Species Act

4.13.1 Section 7 of the Endangered Species Act, *16 U.S.C. § 1536(a)(2)*, requires all Federal agencies to consult with the National Marine Fisheries Service (NMFS) for marine and anadromous species, or the United States Fish and Wildlife Service (FWS) for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. "Action" is defined broadly to include funding, permitting, and other regulatory actions. (See *50 C.F.R. § 402.02*.)

4.13.2 Each Federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such species may be present, the Local government must conduct a biological assessment (BA) to analyze the potential effects of the project on listed species and critical habitat in order to establish and justify an effect determination (assistance and coordination may be available from the State of Texas, especially with transportation projects). The Federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

4.14 FEMA Publication 325 Debris Management Guide

- a. This publication is specifically dedicated to the rules, regulations, and policies associated with the debris removal process. Familiarity with this publication and any revisions can help a Local government limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following: Eliminating immediate threats to lives, public health, and safety.
- b. Eliminating immediate threats of significant damage to improved public or private property.
- c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

4.15 Grinding

4.15.1 Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

4.16 Hazardous Hanging Limbs

4.16.1 A limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- a. The limb must be greater than two (2) inches in diameter.
- b. The limb must be suspended in a tree and threatening a public use area.
- c.

The limb must be located on improved public property.

4.17 Hazardous Leaning Tree

4.17.1 A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public, and the tree is six(6) inches in diameter or greater as measured two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).
- b. The tree has a split trunk or broken branches that expose the heartwood.
- c.

The tree has fallen or been uprooted within a public use area.

- d. The tree is leaning at an angle greater than thirty (30) degrees.

4.18 Hazardous Stump

4.18.1 A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- a. The stump has fifty (50) percent or more of the root ball exposed.
- b. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- c. The stump is located on a public ROW.
- d. The stump poses an immediate threat to public health and safety.

4.19 Historic Preservation

4.19.1 In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations.

4.20 Household Hazardous Waste (HHW)

4.20.1 The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- a. HHW must be located within a designated area and be removed from an eligible

applicant's improved property or ROW.

b. HHW removal must be the legal responsibility of the applicant.

c. HHW must be a result of a major disaster.

4.20.2 The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by the CONTRACTOR with written authorization by the CITY. Hazardous waste must be disposed of in accordance with all rules and regulations of Local, State, and Federal regulatory agencies.

4.21 Monitor

4.21.1 Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the CITY'S expectations and contractual requirements, and complying with all applicable Federal, State, and Local regulations. May also be referred to as a field inspector.

4.22 Personal Protective Equipment (PPE)

4.22.1 Equipment worn to minimize exposure to a variety of hazards.

4.23 Recycling

4.23.1 The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

4.24 Refrigerant

4.24.1 Ozone-depleting compound that must be removed from white goods or other refrigerant-containing items prior to recycling or disposal.

4.25 Right-of-Entry (ROE)

4.25.1 As used by FEMA, the document by which a property owner confers to the CITY or its CONTRACTOR or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

4.26 Right-of-Way (ROW)

4.27 The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

4.28 Scale/Weigh Station

4.28.1 A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

4.29 Tipping Fee

4.29.1 A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

4.30 Used Electronics

4.30.1 End-of-life electronics (typically televisions, computers, and related components) that have been damaged by the disaster. May also be referred to as e-waste.

4.31 Vegetative Debris

4.31.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.

4.31.2 Remains of standing trees that are clearly damaged beyond salvage.

4.32 White Goods

4.32.1 As outlined in FEMA Publication 325, eligible white goods are defined as discarded disaster- related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- b. White goods removal must be the legal responsibility of the applicant.
- c. White goods must be a result of a major disaster.

Section 5: SCOPE OF WORK AND RATE SCHEDULE ITEMS

The CONTRACTOR shall have the capacity to manage a major workforce with multiple SUB-CONTRACTORS and to cover the expenses of a major recovery prior to being paid by the CITY. Established management teams must be in place. The CONTRACTOR shall have the resources to provide the equipment and personnel necessary to cover a disaster. The CONTRACTOR shall have experience in three (3) debris removal, reduction, and disposal operations in excess of two hundred fifty thousand (250,000) cubic yards where the CONTRACTOR was the prime CONTRACTOR.

It shall be the CONTRACTOR'S responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once the CITY issues a Notice to Proceed to the CONTRACTOR, unless otherwise directed in writing by the CITY.

Unique Pricing Schedules will be solicited by THE CITY on the CITY'S behalf during the second phase of the procurement process as described in the Introduction section of this RFP. Examples of pricing schedules are included in Appendix A.

Payment for disposal costs (such as tipping fees) incurred by the CONTRACTOR at an THE CITY-approved final disposal site that meet Local, State, and Federal regulations for disposal will be reimbursed by the CITY as a pass-through cost. Prior to reimbursement by the CITY, the CONTRACTOR must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of CONTRACTOR payment to the disposal facility.

The Scope of Work under this contract includes the following elements:

5.1 Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from THE CITY roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the CITY shall be clear and passable within seventy (70) working hours of the issuance of a Notice to Proceed from the CITY to conduct emergency roadway clearance work. The CITY may choose to extend the CONTRACTOR'S seventy (70)-hour limit through a written request. This may include roadways in municipalities within the CITY. Roadways will be cleared as directed by the CITY. The CONTRACTOR shall assist the CITY and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared. Services performed under this Contract element will be compensated using a mutually agreed upon Hourly Labor and Equipment Price Schedule.

5.2 Right-of-Way (ROW) Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the CITY ROW to an CITY-approved DMS or approved final disposal site in accordance with all Federal, State, and Local regulations.

5.2.1 Vegetative debris in the CITY ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster, that has been or will be placed along public ROWs, easements, CITY parks, alleys, CITY debris staging areas, and other areas as designated by the CITY.

5.2.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.

5.2.3 The CONTRACTOR will remove vegetative debris as directed by the CITY.

5.2.4 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the CITY or its authorized representative.

- 5.2.5 The CONTRACTOR must provide traffic control as conditions require or as directed by the CITY.
- 5.2.6 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the CITY or its authorized representative. The CITY will provide specific right-of-entry (ROE) legal and operational procedures.

5.3 ROW Construction and Demolition (C&D) Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D debris from the CITY ROW to THE CITY-approved final disposal site in accordance with all Federal, State, and Local regulations.

- 5.3.1 C&D debris in the CITY ROW is defined as disaster generated debris that has been or will be placed along public ROW, easements, THE CITY parks, alleys, and THE CITY debris staging areas.
- 5.3.2 For the purposes of this contract, eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- 5.3.3 The CONTRACTOR will remove C&D debris from the ROW as directed by the THE CITY.
- 5.3.4 Once the debris removal vehicle has been issued a load ticket from the CITY'S authorized representative, the debris removal vehicle will proceed immediately to THE CITY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 5.3.5 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the CITY or its authorized representative.
- 5.3.6 The CONTRACTOR must provide traffic control as conditions require or as directed by the CITY.
- 5.3.7 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the CITY or its authorized representative. The CITY will provide specific ROE legal and operational procedures.
- 5.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The CITY or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

5.4 Demolition, Removal, Transport, and Disposal of Non-RACM Structures

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

- 5.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the CITY.
- 5.4.2 Entry onto private property will only be permitted when directed by the CITY. The CITY will provide specific ROE legal and operational procedures.
- 5.4.3 The CONTRACTOR is required to strictly adhere to all Local, State, and Federal

regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.

- 5.4.4 Decommissioning consists of the removal and disposal of all household hazardous waste (HHW), used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable Federal, State, and Local regulations.
- 5.4.5 Any structurally unsound and unsafe structures will be identified and presented to the CITY for direction regarding decommissioning.
- 5.4.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the CITY'S authorized representative.
- 5.4.7 Once the debris removal vehicle has been issued a load ticket from the CITY'S authorized representative, the debris removal vehicle will proceed immediately to the THE CITY-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 5.4.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the CITY or its authorized representative. The CITY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

5.5 Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the CITY. 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 THE CITY-approved final disposal site in accordance with all Federal, State, and Local regulations.

- 5.5.1 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.
- 5.5.2 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.
- 5.5.3 Any structurally unsound and unsafe structures will be identified and presented to the CITY for direction regarding decommissioning.
- 5.5.4 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 CITY'S authorized representative.
- 5.5.5 Once the debris removal vehicle has been issued a load ticket from the CITY'S authorized representative, the debris removal vehicle will proceed immediately to THE CITY-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 5.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the CITY or its authorized representative. The CITY will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

5.6 DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the CITY prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the CITY.

- 5.6.1 Managing DMS location includes helping to obtain necessary Local, State, and Federal permits or approval and operating in accordance with all rules and regulations of Local, State, and Federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA), Texas Commission on Environmental Quality (TCEQ), Texas Historical Commission (THC), or other State agencies. The CONTRACTOR shall also be responsible for all costs associated with third-party groundwater and soil testing.
- 5.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), and THE CITY as outlined in Section 4.10 Description of Designated Area.
- 5.6.3 If the alternate tonnage price schedule of this RFP is used, the CONTRACTOR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the CITY intends to use the alternate tonnage price schedule of this RFP. The CONTRACTOR shall provide a sufficient number of scales meeting the CITY'S specifications to provide for the efficient delivery of waste streams without excessive wait times. The CITY shall decide what constitutes an excessive wait time. To the extent that the CITY determines that additional scales are required, certified scales must be operational within five (5) business days of the CITY'S written request.
- 5.6.4 The CONTRACTOR is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- 5.6.5 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).
- 5.6.6 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).
- 5.6.7 The CONTRACTOR is responsible for providing twenty-four (24)-hour security at DMS(s).
- 5.6.8 The CONTRACTOR will only permit CONTRACTOR vehicles and others specifically authorized by the CITY or its authorized representative on DMS locations.
- 5.6.9 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).
- 5.6.10 The CONTRACTOR is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).
- 5.6.11 The CONTRACTOR is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The CITY will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)

- 5.6.12 The CONTRACTOR shall provide tower(s) from which the CITY or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will meet required minimum specifications.
- 5.6.13 The CONTRACTOR is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and TCEQ guidelines.
- 5.6.14 Upon completion of haul-out activities, the CONTRACTOR shall restore the site to its original condition prior to site use at their own expense, abide by all Local, State, and Federal environmental regulatory requirements, and obtain a written release from the CITY or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the END USER'S direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all State and Federal environmental regulatory requirements and is subject to final approval by the CITY and TCEQ.

5.7 DMS Management and Reduction by Grinding

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the CITY. Grinding must be approved by the CITY prior to commencement of reduction activities.

- 5.7.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
- 5.7.2 The CONTRACTOR must obtain the CITY'S approval to reduce C&D debris. If approved for reduction by the CITY, C&D debris must be reduced via grinding in order for the CITY to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

5.8 DMS Management and Reduction by Incineration

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the CITY. Incineration must be approved by the CITY prior to commencement of reduction activities.

- 5.8.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

5.9 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from an THE CITY-approved DMS(s) to an THE CITY- approved final disposal site in accordance with all Local, State, and Federal regulations.

- 5.9.1 All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.
- 5.9.2 The CONTRACTOR shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.
- 5.9.3 The CONTRACTOR shall not use any disposal site without the written consent of the

CITY. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the CITY prior to issuing any such authorization.

- 5.9.4 The CONTRACTOR shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the CONTRACTOR, and the CITY for permission to post THE CITY inspector at the site for verification of each load disposed.
- 5.9.5 The CONTRACTOR shall provide a sufficient number of debris site towers and/or certified scales meeting THE CITY specifications to provide for the efficient delivery of waste streams without excessive wait times. The CITY shall decide what constitutes an excessive wait time. To the extent that the CITY determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the CITY'S request and certified scales must be operational within five (5) business days of the CITY'S request.
- 5.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.
- 5.9.7 The CONTRACTOR shall not receive any payment from the CITY for haul- out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by the CITY.

5.10 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four (4) feet from the base of the tree or chest height, and eligible hazardous hanging limbs two (2) inches or greater in diameter in the CITY ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in the CITY ROW will be placed in the safest possible location on the CITY ROW and subsequently removed in accordance with Section 5.2 of this RFP. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four (4) feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with Section 5.2 of this RFP. The CITY will not compensate the CONTRACTOR for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the CITY ROW, then the CONTRACTOR must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

- 5.10.1 Eligible hazardous leaning trees will be identified by the CITY or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the CITY ROW or private property will be performed as identified by the CITY or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the CONTRACTOR in writing by the CITY or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 - a. The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).
 - b. The tree has a split trunk or broken branches that expose the heartwood.
 - c. The tree has fallen or been uprooted within a public use area.
 - d. The tree is leaning at an angle greater than thirty (30) degrees.

5.10.2 Eligible hazardous hanging limbs will be identified by the CITY or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the CITY ROW or private property will be performed as identified by the CITY'S authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the CONTRACTOR in writing by the CITY'S authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- a. The limb is greater than two (2) inches in diameter.
- b. The limb is still hanging in a tree and threatening a public use area.
- c. The limb is located on improved public property.

5.11 Removal of Hazardous Stumps

5.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, in the CITY ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the CITY ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 5.2 of this RFP. Stumps measured twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with Section 5.2 of this RFP. The CITY will not compensate the CONTRACTOR for removing hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see Attachment 1) and will be removed under the terms and conditions of Section 5.2 of this RFP.

5.11.2 Eligible hazardous stumps will be identified by the CITY for removal. Removal and transportation of hazardous uprooted stumps in the CITY ROW and private property will be performed as identified by the CITY. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR in writing by the CITY. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:

- a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
- b. Fifty (50) percent or more of the root ball is exposed.
- c. The stump is on THE CITY ROW and poses an immediate threat to public health, safety, or welfare.

- 5.11.3 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 5.2. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 5.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Attachment 1).
- 5.11.4 The CITY or its representative will measure and certify all stumps before removal.
- 5.11.5 Stumps shall only be collected after the CITY and the CONTRACTOR document and perform the following:
- a. Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
 - b. Size – Measure and record the diameter of the stump to be removed at the appropriate location.
 - c. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
 - d. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: 1) names and signatures of parties present; 2) physical location (street address, road cross streets, etc.); 3) stump number; 4) size of the stump; and 5) date of stump removal.
- 5.11.6 The unit stump price shall include but not be limited to stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

5.12 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a THE CITY-approved DMS, decontamination, and transportation to the CITY'S approved final disposal site.

- 5.12.1 White goods containing refrigerants must first have such refrigerants removed by the CONTRACTOR'S qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- 5.12.2 The removal, transportation, and disposal of white goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
- 5.12.3 There are no disposal fees for residential white goods.

5.13 Used Electronics Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to the CITY-approved final disposal site. Eligible used electronics includes but is not limited to disaster-damaged televisions, computers, computer monitors, and microwaves in areas identified and approved by the CITY. The CONTRACTOR shall recycle or dispose of all eligible used electronics in accordance with all Local, State, and Federal regulations.

5.14 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

5.14.1 The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

5.14.2 The collection methods shall include collection vehicles supplied by the CONTRACTOR which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D personal protective equipment (PPE) and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. CONTRACTOR personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including PCBs. Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the CITY or CONTRACTOR as directed by the CITY. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.

5.14.3 HHW from DMS

5.15 Abandoned Vessel and Vehicle Removal

Under this contract, work shall consist of the all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the CITY. The removed eligible vehicles will be hauled to THE CITY-approved staging area and subsequently disposed of by the appropriate regulatory agency.

5.15.1 The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

5.16 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the CITY to an approved final disposal site. The carcasses will be hauled to THE CITY-approved staging area and subsequently disposed of by the appropriate regulatory agency.

5.16.1 The CONTRACTOR will coordinate activities with the appropriate Local animal control agency.

5.16.2 The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulations.

5.17 Other Debris Removal Work

Neither the CONTRACTOR nor any SUB-CONTRACTOR shall solicit work from private citizens or others to be performed in the designated work areas during the term of this CONTRACT. The CITY reserves the right to require the CONTRACTOR to dismiss or remove from the project any workers as the CITY sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

5.18 Use of Local Resource

The CONTRACTOR will be able to use their own SUB-CONTRACTOR resources to meet the obligations of the contract. FEMA encourages using local resources. The CITY'S will establish the

extent to which CONTRACTOR must use local resources. It is expected that the awarded CONTRACTOR will encourage at least thirty (30) percent of SUB-CONTRACTORS are resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workmen at the CITY'S discretion.

5.19 Working Hours

Working hours of this CONTRACT shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the CITY. No work outside these hours shall be allowed unless approved in advance by the CITY.

5.19.1 The CONTRACTOR shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CITY and the CONTRACTOR. Unless otherwise directed, the CONTRACTOR must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis. No work will be performed on the following holidays without prior approval of the CITY:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. Christmas Day

5.20 Debris Site Tower Specifications

The CONTRACTOR shall provide as many towers as designated by the CITY at each disposal site for the use of THE CITY representatives during their inspection of dumping operations.

5.20.1 If ingress and egress of the DMS(s) is of significant distance that the CITY or its authorized representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower.

5.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 5.

5.20.3 The CONTRACTOR shall provide a minimum of one (1) portable toilet at each dump site for the use of THE CITY authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the CONTRACTOR throughout dumping operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense considered part of the CONTRACTOR'S compensation under the terms and conditions of Section 5.

5.20.4 Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the CITY due to unsuitable conditions at the tower.

5.21 Equipment

- 5.21.1 All trucks and other equipment must comply with all applicable Local, Tribal, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- 5.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the CITY or authorized representative prior to its use by the CONTRACTOR.
- 5.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.
- 5.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.
- 5.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the CITY.
- 5.21.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the CITY following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.

5.22 Traffic Control

- 5.22.1 The CONTRACTOR shall mitigate the effects of their operations on local traffic to the fullest extent practical. The CONTRACTOR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.
- 5.22.2 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all CONTRACTOR work areas to ensure the safety of vehicular and pedestrian traffic.
- 5.22.3 The CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.
- 5.22.4 All work shall comply with all applicable Local, State, and Federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the CONTRACTOR. No further work shall take place until the deficiency is corrected. Neither the CITY nor the CITY'S authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.
- 5.22.5 Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
- 5.22.6 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in

the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and CONTRACTOR'S employees throughout the designated area.

5.22.7 The expenses incurred by the CONTRACTOR for traffic control shall be compensated under the terms and conditions of Section 5.

5.23 Damage to Public or Private Property

5.23.1 All items damaged as a result of CONTRACTOR or SUB-CONTRACTOR operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the CITY. The CONTRACTOR will be responsible for any invoices submitted to the CITY (such as by utility companies or landowners) that are determined to be the result of damage done by the CONTRACTOR. The CITY reserves the right to pay any such invoices and deduct the cost from the CONTRACTOR'S invoice. Repairs or receipt of repairs shall be completed and submitted to the CITY prior to submission of the CONTRACTOR'S invoice for work accomplished. If the CONTRACTOR fails to repair any damaged property, THE CITY may have the work performed and charge the CONTRACTOR.

5.23.2 The CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary.

5.23.3 The CONTRACTOR'S failure to restore damage to public or private property to the satisfaction of the CITY will result in the CITY withholding retainage money in an amount sufficient to make necessary repairs.

5.24 Existing Utilities

5.24.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be CONTRACTOR'S responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The CONTRACTOR shall pay all such costs to the utility company for any adjustments.

5.24.2 The CONTRACTOR shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the CONTRACTOR.

5.25 Environmental Protection

5.25.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.

5.25.2 The CONTRACTOR shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the CITY. The CONTRACTOR shall comply in a timely manner with all directions of the CITY regarding the use of a water truck or other approved dust abatement measures.

5.25.3 The CONTRACTOR shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

5.26 Documentation and Measurement

- 5.26.1 Prior to beginning any work, the CITY or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the CITY or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by THE CITY authorized representative each time it returns to work from other contracts or communities.
- 5.26.2 The CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain valid driver's licenses and equipment legally fit for travel on the road.
- 5.26.3 The CONTRACTOR shall designate one Project Manager. The Project Manager shall provide the CITY with a telephone number at which the Project Manager can be reached throughout the project.
- 5.26.4 Scanning capabilities are preferred, however, if unavailable, paper load tickets will apply.
 - a. Each load ticket shall consist of one original and four carbon-copy duplicates.
 - b. Load tickets will be issued by THE CITY authorized representative at the loading site. The CITY will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the CITY authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the CITY authorized representative present at the dump site. The CITY authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The CITY will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.
 - c. The CONTRACTOR shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the CITY.

5.27 Ownership of Debris

All debris residing in THE CITY ROW and THE CITY provided DMS(s) shall be the property of THE CITY until final disposal at a properly permitted disposal site. The CONTRACTOR shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, THE CITY will direct residents to place debris in segregated piles along the ROW, separated as to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by THE CITY. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

- 5.27.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the CITY. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection.
- 5.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Texas Commission on Environmental Quality (TCEQ) may issue orders for the classification and disposition of all disaster debris. Based on the mandates of TCEQ and other applicable State and Federal reimbursement agencies, the character and disposal of waste streams will be determined. The CONTRACTOR and THE CITY will establish a final disposal plan based on these

mandates.

5.28 THE CITY Responsibilities

THE CITY responsibilities will vary with each disaster depending on THE CITY’S needs and resources. The CITY, at a minimum, will be responsible for the following:

- a. Coordinating collection activities with the CONTRACTOR
 - b. Completing the CITY service request form
 - c. Identifying suitable DMS activities
 - d. Promoting debris management activities
 - e. Providing educational materials
 - f. Submitting post-collection DMS(s) data reports to TCEQ
 - g. Recruiting and coordinating volunteers
 - h. Coordinating with local police, fire, emergency medical services (EMS), and other appropriate agencies
 - i. Providing emergency contact information
 - j. Executing the contract with selected CONTRACTOR(S)
 - k. Issuing a written Notice to Proceed at the appropriate time
- Section 6: EVALUATION AND SELECTION PROCESS

1. Proposals will be evaluated by the City using the following criteria:

- a. Proposal Requirements and Completeness of Proposal** **10 points**
- b. References, Experience, Reputation, and Compliance** **25 points**
 - o Experience and reputation in managing debris removal and disposal projects within State and Federal regulations and guidelines
 - o Personnel experience and training
 - o Financial stability
- c. Debris Management Services** **25 points**
 - o Degree of City liability in proposed debris management methods
 - o Breadth of service
 - o Debris management methods and commitment to THE CITY debris management preferences
 - o Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
 - o Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately
- d. Price** **25 points**

The timeframe necessary in order to fully mobilize following a written notice to proceed.
- d. Time for Mobilization** **15 points**

The timeframe necessary to mobilize following a written notice to proceed.

2. There will be a maximum score of 100 points. PROPOSERS who score 75 points or higher will be

eligible to receive an award. To meet the needs of City, more than one PROPOSER may be recommended for award.

3. An evaluation team will review all proposals received to determine the extent to which they comply with the requirements herein. The evaluation team may include representatives from City or others with relevant expertise.
4. If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that the PROPSAL is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
5. Proposals containing false or misleading statements may be rejected if in City's opinion the information was intended to mislead regarding a requirement of the RFP.
6. During the evaluation process, THE CITY may require a PROPOSER'S representative to answer questions regarding the proposal. Failure of the PROPOSER'S to demonstrate that the claims made in its proposal are true may be sufficient cause for deeming a proposal non- responsive.

Attachment 1 – FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		