

Emergency Debris Management Services

CONTRACT

THIS Emergency Debris Management Services Contract ("Agreement") is entered into by and between _____ ("Contractor") and the County of Hidalgo, Texas ("County") effective for all purposes upon execution by the County Manager or his designee.

WHEREAS Contractor has proposed to provide Emergency Debris Management Services in response to the:

- a. H-GAC Buy Request for Proposals (Proposal DR01-08) ("Proposal"), dated October 11, 2007,
 - b. H-GAC Disaster Debris Clearance and Removal Services End User Service Request Form and Standard Services Checklist ("Form"), dated April 27, 2009,
 - c. and Contractor Pricing Worksheet ("Worksheet");
- in accordance with Proposal, Form, and Worksheet (together "Proposal Package") Terms and Conditions, which are incorporated and attached as Exhibits A, B, and C, respectively;

WHEREAS the County has determined Contractor to be a best value bidder;

NOW, THEREFORE, Contractor and County enter into this Agreement and agree as follows:

1. **Services.** Contractor will perform Emergency Debris Management Services in accordance with the Terms and Conditions of the Proposal Package.

2. **Term.** This Agreement is for twenty-four (24) months from notification by the County to the Contractor to commence. The term includes an option to extend for up to three (3) additional twelve (12) month periods subject to the approval of the Contractor and the County Manager or his designee.

3. **Contract Administrator.** The Contract Administrator designated by the County is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the County Judge.

4. **Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of the Contractor be considered an employee of the County.

5. **Non-Exclusive Contract/Additional Services.** Contractor agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the County, at any time, may secure similar or identical services at its sole options.

6. **Insurance.** Before activities can begin under this Agreement, the Contractor's insurance company(s) shall deliver a Certificate of Insurance, as proof of the required coverages, to the Contract Administrator. Additionally, the Certificate must state that the County Manager will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in coverages, or intent not to renew any of the policies. The County must be named as an Additional Insured. The County Attorney must be given copies of all insurance policies within fifteen (15) days of the County Manager's written request.

7. **Assignment.** No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the County first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the County's right to withhold consent to such assignment is within the sole discretion of the County on any ground whatsoever.

8. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the County (the County's fiscal year ends on December 31) is subject to appropriations and budget approval providing for covering such contract items as an expenditure in said budget. The County does not represent that said budget item will be actually adopted as that determination is within the sole discretion of the County Commission at the time of adoption of each budget.

9. **Waiver.** No waiver of any breach of any term or condition of this Agreement, or Proposal Package, or the Contractor's proposal offer to the Proposal and Form waives any subsequent breach of the same.

10. **Compliance with Laws.** This Agreement is subject to all Federal Laws and laws of the State of Texas. All duties of the parties will be performed in the County. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county, or justice court in and for the County.

11. **Subcontractors.** The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the County Manager. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

12. **Amendments.** This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.

13. **Termination.** The County Manager may terminate this Agreement for Contractor's failure to perform the services specified in Proposal Package. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor five (5) work days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the County Manager may terminate this Agreement immediately thereafter.

Alternatively, the County may terminate this Agreement for no reason upon twenty (20) days written notice to the Contractor. However, the County may terminate the Agreement on twenty-four (24) hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

14. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon his request, the County Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the County Manager to immediately terminate this Agreement.

15. **Drug Policy.** The Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the County's policy. The County has a zero-tolerance drug policy.

16. **Violence Policy.** The Contractor must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the County's policy. The County has a zero-tolerance violence in the workplace policy.

17. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third (3rd) day after deposit if sent certified mail.

Notice shall be sent as follows:

IF TO COUNTY:
County of Hidalgo
Attention: Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Phone: (956) 318-2626
Fax: (956) 318-2629

IF TO CONTRACTOR:

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY OF HIDALGO AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPOERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF, OR IN CONNECTION WTH, THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.

SIGNED this _____ day of July, 2009.

Contractor: _____

By: _____

Title: _____

COUNTY OF HIDALGO ("COUNTY")

JUAN DE DIOS "J.D." SALINAS, III
County Judge

Approved this _____ day of July, 2009.

By: _____

County Attorney

- Exhibit A: H-GAC Disaster Debris Clearance and Removal Services End User Service Request and Requested Services Checklist Form
- Exhibit B: H-GACBuy Request for Proposals (Proposal DR01-08)
- Exhibit C: Contractor Pricing Worksheet

EMERGENCY DEBRIS MANAGEMENT SERVICES

Price Proposal Form

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Name of Proposer: _____

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented and will be pass-through costs to the County without markup by the Contractor. Values must be provided for all categories below of Propser's response may be deemed non-responsive.

Item Number	Description	Unit of Measure	Unit Price
1	Vegetative Debris Removal Vegetative Debris removal from public rights-of-way and hauling to TDSR Site of other designated location	CY	\$
		Ton	\$
2	Mixed Debris Removal Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	\$
		Ton	\$
3	Debris Removal from Drop-off Sites Debris Removal from Drop-off Sites and hauling to TDSR Site or other designated location	CY	\$
		Ton	\$
4	Vegetative Debris Grinding Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	\$
		Ton	\$
5	C&D Debris Processing Separation of construction and demolition debris at TDSR Site or other designated location	CY	\$
		Ton	\$
6	Haul-out of Reduction Vegetative Debris Hauling reduced Vegetative Debris from TDSR Site of other designated location to final disposal site	CY	\$
		Ton	\$
7	Haul-out of Processed C&D Debris Hauling construction and demolition debris from TDSR Site or other designated location to final disposal site	CY	\$
		Ton	\$
8	Hazardous Stump Removal Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling		
8A	Diameter of stump 25-36 inches (2 feet from ground)	CY	\$
8B	Diameter of stump 37-48 inches (2 feet from ground)	CY	\$
8C	Diameter of stump >48 inches (2 feet from ground)	CY	\$
8D	Backfill delivered and placed	CY	\$

9-10	Removal of Partially Uprooted or Split Trees (Leaners) Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	Partially Uprooted Leaner Price includes excavating root ball and placing it in right-of-way and backfilling		
9A	Diameter of tree <24 inches (2 feet from ground)	Tree	\$
9B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	\$
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9D	Backfill delivered and placed	CY	\$
10	Split Leaner (no exposed root ball) Price includes flush cutting the tree trunk		
10A	Diameter of tree <24 inches (2 feet from ground)	Tree	\$
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11	Removal of Dangerous Hanging Limbs (2" or more in diameter) Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal		
11A	1-5 limbs	Tree	\$
11B	6-10 limbs	Tree	\$
11C	All limbs from tree	Tree	\$
12	Removal of Trees from Waterways Removing trees from waterwats and placing them in the right-of-way for removal - Contractor will need to obtain 3 bids		
13	Hazardous Materials Removal Pick up and disposal of hazardous materials	LB	\$
14	Dead Animal Removal Dead animal collection, transport, and disposal	LB	\$
15	Freon Removal from White Goods Removal of Freon from white goods (hauling of white goods to TDSR Site or other designated location is included in the Mixed Debris removal price)	Unit	\$
16	Provide Specified Annual Services Such servuces include preparing and presenting plan of operations at annual meeting, visits to TDSR Site(s), phone consultations, cost of an annual Performance Bond and providing reference information	Annual Lump Sum	\$

Notes:

1. These prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add \$ _____/mile.
2. Invoices to be paid based on incoming load tickets.
3. These prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add \$ _____/mile.
4. Invoices to be paid based on outgoing load tickets.
5. Contractor will pay tipping fee, if applicable, at final disposal site(s) and bill the County at cost.
6. Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 1, 2006, or any subsequent edition.
7. The amount allocated for the annual Performance Bond will be reimbursed to the Contractor in the event the Contractor is not activated for an emergency condition during the year.

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SIGNED this _____ day of July, 2009.

Contractor: _____

By: _____

Title: _____

COUNTY OF HIDALGO ("COUNTY")

JUAN DE DIOS "J.D." SALINAS, III
County Judge

Approved this _____ day of July, 2009.

By: _____

County Attorney

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Price Proposal Form

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Name of Proposer: _____

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		Ton	\$
2	Mixed Debris Removal Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	\$
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3	Debris Removal from Drop-off Sites Debris Removal from Drop-off Sites and hauling to TDSR Site or other designated location	CY	\$
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Notes:

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2. Invoices to be paid based on incoming load tickets.
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