

AI-21862

6.D.

Claim of Isidora Martinez

CC REGULAR

Date: 07/06/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Isidora Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/29/2010 11:41 AM	APRV
2	Auditor's Office		06/30/2010 12:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/28/2010 03:14 PM	
Final Approval Date: 06/30/2010				

AI-21864

6.E.

**Claim of AT&T
CC REGULAR**

Date: 07/06/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/29/2010 11:41 AM	APRV
2	Auditor's Office		06/30/2010 12:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/28/2010 03:17 PM	
Final Approval Date: 06/30/2010				

AI-21879

6.F.

**Claim of Diana Gonzalez
CC REGULAR**

Date: 07/06/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Diana Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/29/2010 03:49 PM	APRV
2	Auditor's Office		06/30/2010 12:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/29/2010 03:22 PM	
Final Approval Date: 06/30/2010				

AI-21863

7.D.

Claim of Isidora Martinez

CC REGULAR

Date: 07/06/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Isidora Martinez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/29/2010 11:41 AM	APRV
2	Auditor's Office		06/30/2010 12:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/28/2010 03:16 PM	
Final Approval Date: 06/30/2010				

AI-21865

7.E.

**Claim of AT&T
CC REGULAR**

Date: 07/06/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/29/2010 11:41 AM	APRV
2	Auditor's Office		06/30/2010 12:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/28/2010 03:20 PM	
Final Approval Date: 06/30/2010				

AI-21880

7.F.

Claim of Diana Gonzalez

CC REGULAR

Date: 07/06/2010
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Diana Gonzalez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/29/2010 03:50 PM	APRV
2	Auditor's Office		06/30/2010 12:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/29/2010 03:23 PM	
Final Approval Date: 06/30/2010				

AI-21886

10.B.

**request to use town square
CC REGULAR**

Date: 07/06/2010
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Tere De Jesus - Sacred Heart Church
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Request by Sacred Heart Catholic Church to use the town square for Annual Kermes Event on Saturday, October 2, 2010 or October 9, 2010 (2:00-11:00 pm)

BACKGROUND

Subject to Insurance Requirements -- (which they will obtain by Monday July 5, 2010)

Square has already been reserved for Oct. 9th (2nd Sat. of month) by Edinburg Chamber of Commerce (need to call Letty Gonzalez to verify use)

Fiscal Impact

Attachments

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2010 08:07 AM	APRV
2	Auditor's Office		06/30/2010 12:09 PM	NEW
Form Started By: Monica Badillo			Started On: 06/29/2010 05:11 PM	
Final Approval Date: 06/30/2010				



SACRED HEART'S COMMUNITY

Sacred Heart Catholic Church

215 NORTH 16TH AVENUE
EDINBURG, TEXAS 78541
(956) 383-3253

March 15, 2010

Honorable Jude Rene Ramirez
CC: Valde Guerra, Daniel Flores
Hidalgo County
100 E. Cano
Edinburg, TX 78539

We are looking into the possibility to use the Town Square for our annual kermes event for Saturday, October 9, 2010 Due to the fact that probably our premises will be under construction.

Please contact Tere De Jesus for time allow, and any other requirements or procedures to follow.

Sincerely yours:

Fr. Robert Charlton, SS.CC.

TDH
June 29, 2010

PS: Monica as per out telephone conversation please note Tentative dates: October 9 or October 2, 2010 from 2-11:00PM

Diocese of Brownsville

Request of Certificate of Insurance

- 1. Association or Institution requesting insurance:**
Hidalgo County
- 2. Phone and fax # of contact person:**
292-7025 292-7035 Monica Badillo
- 3. Name and address of event location:**
Town Square at court House 100 n. Closner
- 4. Time of Event:**
2-11:00PM
- 5. Date of Event:**
Tentative October 9, 2010
- 6. Total number of people participating in the event (waivers needed on everyone attending the event):**
a) # of adults- 500
b) # of minors- 200
- 7. Purpose of event:**
Edinburg Sacred Heart Church Annual Kermes
- 8. Vehicle information: # of vehicles that will be used, who will be driving the vehicle (21 yrs or older), background check on all persons driving that have not been cleared by Diocese**
- 9. If children will be participating: total number of chaperones, total number of parents coming, etc.**
Family Event/ parents with children

If you have any questions please call the Insurance Department at : (956)550-1557.

AI-21884

11.A.

**Transfer of transfer Interpreter pay allowance from slot 004 to slot 005
CC REGULAR**

Date: 07/06/2010
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: 449TH DC
Department: BUDGET & MANAGEMENT
Agenda Category: District Courts

Information

CAPTION

449th District Court (1100):

1. Approval to transfer interpreter pay allowance in the amount of \$6,000.00 from slot no. 004, Bailiff/Interpreter to slot no. 005, Assistant Court Coordinator (employee no. 174971).
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-011-001-0-XXX
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

THE TRANSFER OF INTERPRETER PAY ALLOWANCE FROM SLOT 004 TO SLOT 005 WILL HAVE NO BUDGETARY IMPACT. NO ADDITIONAL FUNDS REQUIRED.

Attachments

Link: [MEMO](#)
Link: [JOB DESCRIPTIONS](#)
Link: [PAR](#)
Link: [FISCAL NOTE](#)
Link: [REVISED SALARY SCHEDULE](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2010 08:07 AM	APRV
2	Sylvia Solis	Sylvia Solis	06/30/2010 11:59 AM	APRV
3	Auditor's Office		06/30/2010 12:09 PM	NEW

Form Started By: Rosie Cantu Started On: 06/29/2010 04:01 PM

Final Approval Date: 06/30/2010

DISTRICT COURT COORDINATOR

OFFICIAL COURT REPORTER



ASST. COURT COORDINATOR

BAILIFF/INTERPRETER

JESSE CONTRERAS
JUDGE, 449TH JUDICIAL DISTRICT OF TEXAS

MEMORANDUM

TO: RAUL SILGUERO, BUDGET OFFICER
FROM: JUDGE JESSE CONTRERAS, 449TH DISTRICT COURT/ BRENDA
DATE: 06/21/2010

Employee # 174971

I AM REQUESTING THAT THE ASST. COURT COORDINATOR, BE GIVEN TH
INTERPRETER PAY OF \$6,000.00, AS SHE WILL BE INTERPRETING IN COURT. AS WELL, REQUEST I
BEING MADE TO INCREASE THE BAILIFF POSITION PAYROLL. THE INCREASE FOR SAID POSITIO
WILL BE APPROXIMATELY \$2,000.00 TO BE PAID OUT FROM OBJECT CODE #743.

IT WOULD BE GREATLY APPRECIATED IF YOU WOULD BE ABLE TO PRESENT THE ITEM ON AGEND
AT COMMISSIONERS COURT AS SOON AS POSSIBLE. THANK YOU IN ADVANCE FOR YOUR ATTENTIO
TO THIS MATTER.

THANK YOU.

JUDGE JESSE CONTRERAS
/bg

Cc: DINA TREVINO

RECEIVED

JUN 21 2010 *pe*

BUDGET OFFICE

HIDALGO COUNTY DISTRICT COURT

NEW

Job Title: Assistant Court Coordinator

FLSA Status: Exempt

Dept. Code: 011

Civil Service Status: Exempt

SUMMARY:

Under general direction of District Court Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Acts as the court's official translator;
- Interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill

and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION AND EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations.

HIDALGO COUNTY DISTRICT COURT

DID

Job Title: Assistant Court Coordinator FLSA Status: ~~NON~~-Exempt

Dept. Code: 001-009 Civil Service Status: Exempt

SUMMARY:

Under general direction of District Court Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

RECEIVED

JUN 22 2010

BUDGET OFFICE

EDUCATION AND EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

DID

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality

RECEIVED

JUN 22 2010

BUDGET OFFICE

- 01D
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations.

RECEIVED

JUN 22 2010

BUDGET OFFICE



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 449TH DC

DATE: 06/21/2010

CURRENT POSITION TITLE: ASST. COURT COORDINATOR

CURRENT SLOT. #: 005

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other INTERPRET. PAY ALLO

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 6,000.00 (slot no. 004) \$ 6,000.00 (slot 005) \$ -0-
Current Budgeted Salary/ Allowance Proposed Budgeted Salary/ Allowance Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☒ Other Interpreter pay previously allocated in slot no. 004 Bailiff/Intorp.

POSITION Type:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114
Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, 6 months, 1 year)
CIVIL SERVICE:	FLSA:			
Exempt ☒	Exempt ☐			
Non-Exempt ☐	Non-Exempt ☒			
N/A ☐				

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Assistant Court Coordinator will be interpreting in court.

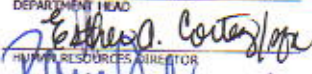
NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASSIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	6-24-10 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	 HUMAN RESOURCES DIRECTOR	06-25-10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	6/24/2010 DATE	BUDGET PROCEDURES COMPLETED	☒ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 21884

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, July 06, 2010

Summary of request/proposal:

449th District Court (1100):

1. Approval to transfer interpreter pay allowance in the amount of \$6,000.00 from slot no. 004, Bailiff/Interpreter to slot no. 005, Assistant Court Coordinator (employee no. 174971).

Fund	Position	Slot#	Obj	Grade	Step	Current Grade & Step Salary	Proposed Grade & Step Salary	Total Requested
1100	BAILIFF/ INTERPRETER	0004	116	-	-	6,000.00	0.00	(6,000.00)
1100	ASSISTANT COURT COORD.	0005	116	-	-	0.00	6,000.00	6,000.00
								0.00
								0.00
								0.00
								0.00
								0.00
TOTAL:						6,000.00	6,000.00	0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-412-00-011-001-0- 113	449TH DC- REG F/T EMPLOYEES	\$0.00
0-1100-412-00-011-001-0- 116	449TH DC- INTERPRETER PAY	\$0.00
0-1100-412-00-011-001-0- 211	449TH DC- HEALTH INSURANCE	\$0.00
0-1100-412-00-011-001-0- 212	449TH DC- LIFE INSURANCE	\$0.00
0-1100-412-00-011-001-0- 220	449TH DC- FICA	\$0.00
0-1100-412-00-011-001-0- 230	449TH DC- RETIREMENT	\$0.00
0-1100-412-00-011-001-0- 250	449TH DC- UNEMPLOYMENT COMP	\$0.00
0-1100-412-00-011-001-0- 260	449TH DC- WORKER'S COMP	\$0.00
2010 Budgetary Impact		\$0.00

2011 Budgetary Impact: \$0.00

Possible Funding Sources: NO BUDGETARY IMPACT.

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE**

0-1100-412-00-011-001-0

AI - 21884

449TH DC

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT JUDGE	15,000.00	0.00	0.00	0	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	10,373.00	0.00	25,373.00
0002	113	COURT REPORTER	73,500.00	1,500.00	75,000.00	0	0.00	0.00	75,000.00	75,000.00	0.00	0.00	0.00	0.00	0.00	75,000.00
0003	113	COURT COORDINATOR	65,625.00	0.00	0.00	0	0.00	0.00	65,625.00	65,625.00	0.00	0.00	0.00	0.00	0.00	65,625.00
0004	113	BAILIFF/INTERP	46,000.00	0.00	0.00	0	0.00	0.00	46,000.00	0.00	0.00	6,000.00	0.00	0.00	0.00	0.00
									TRANSFER INTERPRETER PAY			6,000.00				
0005	113	ASST CRT COOR	45,000.00	0.00	0.00	0	0.00	0.00	45,000.00	45,000.00	0.00	6,000.00	0.00	0.00	0.00	51,000.00
TOTAL			245,125.00	1,500.00	75,000.00		0.00	0.00	246,625.00	200,625.00	0.00	6,000.00	0.00	10,373.00	0.00	216,998.00

449th District Court (1100):

Approval to transfer interpreter pay allowance in the amount of \$6,000.00 from slot no. 004, Bailiff/ Interpreter to slot no. 005, Assistant Court Coordinator (employee no. 174971). PERSONNEL ACTION PENDING CC APPROVAL.

AI-21859**13.A.****Equipment purchase - Linn/San Manuel Fire Dept.
CC REGULAR**

Date: 07/06/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

Urban County Program on behalf of Hidalgo County Precinct No. 4 is requesting authority to purchase Fire Station Equipment (bunker gear) for the Linn/San Manuel Volunteer Fire Department. Purchase will be made from Dooley Tackaberry, Inc. (contract #284-08) an approved vendor through Hidalgo County's membership and participation with Buy Board. The total amount of bunker gear is \$46,856.95 (quote attached hereto). as requested by the Hidalgo County Precinct No. 4 for the Linn/San Manuel Volunteer Fire Department utilizing UCP FY's 21 (2008) and 22 (2009) Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment (bunker gear) purchased will be utilized by the Linn/San Manuel Volunteer Fire Department.

VENDOR:	Dooley Tackaberry, Inc.
PURCHASE AMOUNT:	\$ 46,856.95
FUNDS AVAILABLE:	\$ 80,000.00 FY 21 (2008) and FY 22 (2009) Fire Station Equipment

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds

FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding for the Linn/San Manuel Fire Station Equipment purchase will utilize Year 21 (2008) and Year 22 (2009) funds.

Attachments

Link: [fire equipment purchase](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/29/2010 11:39 AM	APRV
2	Perla Lopez	Perla Lopez	06/29/2010 01:59 PM	APRV
3	Auditor's Office	Angela Garcia	06/30/2010 12:09 PM	APRV

Form Started By: Estella Webber

Started On: 06/28/2010 02:07
PM

Final Approval Date: 06/30/2010

COUNTY *of* HIDALGO



EDINBURG, TEXAS 78541

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office: (956) 383-3112

June 23, 2010

Mrs. Diana Serna, Director
Hidalgo Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

REF: Firefighting Bunker Gear-UCP Years 2008 and 2009

Dear Diana,

Mr. Domingo Hinojosa, Jr., Fire Chief for the Linn-San Manuel Volunteer Fire Department, has provided us with a quotation for the bunker gear to be purchased for the fire department.

After review of the quotation we are in agreement of said purchase from **Dooley Tackaberry, Inc.** in the total amount of **\$46,856.95**. Funding will be provided in the amount of **\$40,000.00 from UCP Year 21 (2008)** and the balance of **\$6,856.95 from UCP Year 22 (2009)**.

Please place on the next available Commissioners' Court meeting for approval.

Should you have any questions or require additional information, please feel free to contact me at 383-3112.

Sincerely,

O. L. Garza, Jr.
Commissioner Oscar L. Garza, Jr.

JUN 23 2010

Q.

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: BuyBoard

Person Contacted: David Johnson

VENDOR #1 Name: Dooley Tackaberry, INC.

Contract No. : 284-08

Phone: 1-713-427-3951

Quantity	Description of Items	Price per Unit	Total Amount
20	INNOTEX NO INNO55Q3-C-L BUNKER COAT PBI/KEVLAR MATRIX GOLD CHEST 42" **ADDED OPTIONS: 3" SCOTCHCLITE LETTERS, FIRE DEPT. ON BACK OF COAT "L S M V F D" ARCHED **ADDED OPTIONS: OUTER SHELL EXTENSION PATCH WITH HOOK & LOOP (4" X 17"), AVERAGE 10 LETTERS PER PATCH. CUSTOMER TO PROVIDE SIZING WITH ORDER.	1,031.95 EA	20,639.00
20	INNOTEX NO INNO55Q3-P-L- BUNKER PANT PBI/KEVLAR MATRIX GOLD WAIST 36" TO 38" **CUSTOMER TO PROVIDE SIZING**	682.90 EA	13,658.00
20	THOROGOOD HELL FIRE NO. 804-6373-10M BOOT, 14" LEATHER STRUCTURAL FIREFIGHTING, 10M	243.00 PR	4,860.00
20	SHELBY NO. 5228-L GLOVE FIREWALL MIDNIGHT BLUE NFPA GAUNTLET LARGE	59.00 PR	1,180.00
20	DTI NO. 10-24750 HOOD, 2PLY, P-84, YELLOW 18" PACIA	20.65 EA	413.00
2	BULLARD NO. UST6-WH HELMET, FIREDOME, TRADITIONAL, WHITE, 6" FRNT, 4" SHIELD	214.95 EA	429.90
2	BULLARD NO. USTM6-RD HELMET, MATTE FINISH RED, TRADITIONAL, 4" VISOR 6" FRONT	184.65 EA	369.30
15	BULLARD NO. USTM6-YL HELMET, MATTE FINISH YELLOW, TRADITIONAL, 4" VISOR 6" FRONT	184.65 EA	2,769.75
20	BULLARD NO. UST-FRONT-SEWN FRONT LEATHER 4"5" AND 6" CENTER NUMBER/LETTERS ARE SEWN	55.65 EA	1,113.00
20	ERGODYNE NO. GB5005W-DTI GEAR BAG, TOLLING DTI LOGO RED 16"X32"X14", SUPER TOUGH NYLON	71.25 EA	1,425.00
1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	0.00
		TOTAL:	\$46,856.95

Recommendation: \$40,000.00 to be paid out of UCP yr 21 (2008) ; balance of \$6,856.95 to be paid out of UCP yr 22 (2009).

Requested by: D. L. Nava Jr. Date 6/22/10

UCP Approval: [Signature]

Date 6/24/10



DOOLEY TACKABERRY

Houston Corporate Headquarters
1515 W. 13th Street, P.O. Box 9700
Deer Park, Texas 77536 USA
PHONE: 281.479.9700 FAX: 281.479.6321
TOLL FREE: 800.833.0247 FAX: 800.282.4365

QUOTATION

Ship to:
LINN-SAN MANUEL VOL FIRE DEPT.
***NEED SHIP TO ADDRESS
LINN, TX 78563

Bill to: *07461
LINN-SAN MANUEL VOL FIRE DEPT.
P.O. BOX 72
LINN, TX 78563

DATE: 06/24/10

OUR REFERENCE:
919106

YOUR REFERENCE:
BUYBOARD QUOTE

PAGE: 1 of 2

SLSM: 108

Attention: CHIEF DOMINGO HINOJOSA JR.

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
1	20	INNOTEX NO. INNO55Q3-C-L BUNKER COAT PBI/KEVLAR MATRIX GOLD CHEST 42" TO 44" ADDED OPTIONS: 3" SCOTCHLITE LETTERS, FIRE DEPT. ON BACK OF COAT "L S M V F D" ARCHED. ADDED OPTIONS: OUTER SHELL EXTENSION PATCH WITH HOOK & LOOP (4" X 17"), AVERAGE 10 LETTERS PER PATCH. CUSTOMER TO PROVIDE SIZING WITH ORDER.	1,031.95	EA	\$20,639.00
2	20	INNOTEX NO. INNO55Q3-P-L BUNKER PANT PBI/KEVLAR MATRIX GOLD WAIST 36" TO 38" CUSTOMER TO PROVIDE SIZING WITH ORDER.	682.90	EA	\$13,658.00
3	20	THOROGOOD HELL FIRE NO. 804-6373-10M BOOT, 14" LEATHER STRUCTURAL FIREFIGHTING, 10M	243.00	PR	\$4,860.00
4	20	SHELBY NO. 5228-L GLOVE FIREWALL MIDNIGHT BLUE NFPA GAUNTLET LARGE	59.00	PR	\$1,180.00
5	20	DTI NO. 10-24750 HOOD, 2-PLY, P-84, YELLOW 18", PACIIA	20.65	EA	\$413.00
6	2	BULLARD NO. UST6-WH HELMET, FIREDOME, TRADITIONAL, WHITE, 6" FRNT, 4" SHIELD	214.95	EA	\$429.90
Terms: TO BE NEGOTIATED			MERCHANDISE TOTAL	SALES TAX	QUOTE TOTAL USD
Shipping Terms: FOB-DESTINATION; DIRECT SHIP			46,856.95	0.00	46,856.95
Prices Firm: 04/08/10					
Ship Via: BEST WAY					
Freight Terms: PREPAID					
Shipment: AVAIL 14-21 DAYS ARO					

DOOLEY TACKABERRY

By

DAVID JOHNSON

Phone: 713.427.3951 (Direct)
Email: davidj@dtihome.com

DOOLEY TACKABERRY

Fire & Safety - Equipment/Service/Systems

LINN-SAN MANUEL VOL FIRE DEPT.

Quotation
Continued

DATE:06/24/10

OUR REFERENCE:

919106

YOUR REFERENCE:

BUYBOARD QUOTE

PAGE: 2 of 2

ITEM	QTY	PART NUMBER AND DESCRIPTION	UNIT PRICE	U/M	EXTENSION
7	2	BULLARD NO. USTM6-RD HELMET, MATTE FINISH RED, TRADITIONAL, 4" VISOR 6" FRONT	184.65	EA	\$369.30
8	15	BULLARD NO. USTM6-YL HELMET, MATTE FINISH YELLOW, TRADITIONAL, 4" VISOR 6" FRONT	184.65	EA	\$2,769.75
9	20	BULLARD NO. UST-FRONT-SEWN FRONT LEATHER 4" 5" AND 6" CENTER NUMBER/LETTERS ARE SEWN	55.65	EA	\$1,113.00
10	20	ERGODYNE NO. GB5005W-DTI GEAR BAG, ROLLING DTI LOGO RED 16"x32"x14", SUPER TOUGH NYLON	71.25	EA	\$1,425.00
11	1	TASB NO. BUYBOARD FEE BUYBOARD ORDER BUYBOARD CONTRACT # 284-08	0.00	EA	\$0.00

Terms & Conditions Shown on Page 1 Apply

Monica Leal

From: David Johnson [davidj@dtihome.com]
Sent: Friday, June 25, 2010 9:17 AM
To: mleal@bizrgv.rr.com
Cc: alex.barragan@dtihome.com
Subject: RE: QUOTE 919106

I spoke with both companies and requested that they hold pricing. They have both agreed to hold as long as the order is in house by July 16th. After that the quote will not be valid. That would mean that I would have to have it at least a day earlier. If you can have the information to me by the 15th I can do what I need to do on my end to make it happen.

Hope this helps.

Dooley Tackaberry, Inc
David Johnson
Inside Sales Supervisor
713-427-3951 Direct
281-479-6321 Fax
www.safetyfire.com

-----Original Message-----

From: Monica Leal [mailto:mleal@bizrgv.rr.com]
Sent: Friday, June 25, 2010 9:11 AM
To: davidj@dtihome.com
Subject: RE: QUOTE 919106

We are not allowed to do that, because I don't have the approval from our County Commissioners.

-----Original Message-----

From: David Johnson [mailto:davidj@dtihome.com]
Sent: Friday, June 25, 2010 9:00 AM
To: mleal@bizrgv.rr.com
Cc: alex.barragan@dtihome.com
Subject: RE: QUOTE 919106

As long as I have the go ahead from your department on letterhead and can enter the order before the last day of June I can do it.

Please advise ASAP. I will be out today after noon and next week is short.
We'll do everything we can to make this happen.

Thanks,

Dooley Tackaberry, Inc
David Johnson
Inside Sales Supervisor
713-427-3951 Direct
281-479-6321 Fax
www.safetyfire.com

-----Original Message-----

From: Monica Leal [mailto:mleal@bizrgv.rr.com]

Sent: Friday, June 25, 2010 8:56 AM
To: davidj@dtihome.com
Subject: RE: QUOTE 919106

Good Morning David,

I spoke with my manager regarding the information you sent me. He is asking if the quote that was submitted to the Fire Chief can be valid thru the middle of July. The way it works is that all our purchase goes before County Commissioner's Court and that will be until July 6th. It is very important that we purchase this ASAP.

If you will be able to allow us those prices, would you be able to work with a written PO No.

Please Advice. Thank you.

-----Original Message-----

From: David Johnson [mailto:davidj@dtihome.com]
Sent: Thursday, June 24, 2010 5:09 PM
To: mleal@bizrgv.rr.com
Cc: alex.barragan@dtihome.com
Subject: QUOTE 919106
Importance: High

Monica,

The quote is valid if ordered before the end of June. After that I'll need to revise the bunker gear and the boots. They both will go up at the end of this month and we are expecting a 5-7% increase on the gear and 3-5% on the boots.

Please let me know if you need me to change it.

Thanks,
Dooley Tackaberry, Inc
David Johnson
Inside Sales Supervisor
713-427-3951 Direct
281-479-6321 Fax
www.safetyfire.com

Vendor Contract Information

[Proposal Documents](#)

[Back](#)

Vendor: Dooley Tackaberry, Inc.

Address: 1515 West 13th Street
Deer Park, TX 77536

Phone: (281) 479-9700

Contact: Bobby Tackaberry

Email: bobbyt@dtihome.com

Website: www.safetyfire.com

Federal ID: 1-74-0596427

Accepts RFQs: Yes

Contract: Public Safety & Fire House Supplies & Eq. #284-08

Effective Date: 4/1/2008

Expiration Date: 3/31/2011

Payment Terms: Net 30 days

Delivery Days: 60

Shipping Terms: Freight prepaid by vendor and added to invoice

Freight Terms: FOB Shipping Point

Ship Via: Common Carrier

Quote Reference Number: DTI Quote 284-08

Regions Served: All Texas Regions

States Served: Arkansas, Louisiana, New Mexico, Oklahoma, Texas

Vendor Exceptions: Freight will be prepaid and added to invoice.

Return Policy: Restocking charges plus return freight per manufacturer's return policy.
Custom items are not returnable.

[\[Log Out \]](#)

©1996 - 2010 TASB
ALL RIGHTS RESERVED

Commissioners Court Approved Cooperative Vendors List

"EXHIBIT A" Buyboard;

Vendor	Contract Description	Contract
Austin Ribbon & Computer	Copiers & Supplies	299-08
American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08
Amerx Office Solutions	Copiers & Supplies	299-08
Audio Visual Aids	Audio Visual Equipment & Supplies	313-09
BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10
Burton Auto Supply	Tires, Tubes & Auto Products	307-08
CC Distributors, Inc.	Custodial Supplies & Equipment	291-08
Camcor, Inc.	Audio Visual Equipment & Supplies	313-09
Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08
Chemsearch, A Div OFNCH	Water Treatment Chemicals & Equipment	288-08
Commercial Security Integration	Radio Communication Products	285-08
Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08
GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08
Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09
Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	267-07
Graybar	Technology Equipment, Software & Supplies	285-08
Gulf Coast Paper	Custodial Supplies & Equipment	291-08
Health Edco Inc.	Instructional Supplies & Equipment	328-09
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Ikon Office Solutions	Copiers & Supplies	299-08
Industrial Communications	Radio Communication Products	285-08
Inesco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09
Jean's Restaurant Supply	Food Services Equipment & Services	274-07
John Deere Landscapes	Grounds Maintenance Equipment & Irrigation Products & Installation	292-08
Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08
Johnstone Supply-Corpus	Maintenance, Repair & Operation Supplies & Equipment	263-07
Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08 239-10
KEY Enterprises	Athletic & PE Supplies & Heavy Duty Exercise Equipment	261-07
Kinloch Equipment & Supply Inc.	Sewer Inspection & Cleaning Equipment	270-07
Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10
MSC Industrial Supply	Maintenance, Repair & Operation Supplies & Equipment	263-07
Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08
Miracle Recreation Equipment Co.	Parks & Recreation & Field Lighting Products & Installation	269-07

Moore Medical LLC	First Aid Supplies & Equipment	294-08
Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08
O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08
Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07
SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08
Safeguard Universal	Awards, Trophies & Personal Recognition	266-07
SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09
Southern Tire Mart	Tires, Tubes & Auto Products	307-08
Staples	Office Supplies & Equipment	328-09
Superior Alarms	Radio Communication Products	285-08
	Fire & Security & Monitoring	325-09
	Supplemental Technology Products Software & Supplies	289-08
Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08
The Play Well Group	Parks & Recreation & Field Lightning Products & Installation	269-07
Toshiba Business Solutions	Copiers & Supplies	299-08
Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10
Waukesha-Pearce Industries, Inc.	Construction Equipment	268-07
Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09
B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	330-09
Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08
Gunn Chevrolet	Vehicles	281-07

TPSS-Term contracts P.O.s;

Vendor	Contract Description	Contract
Ansell Healthcare Products Inc.	Contraceptives	269-A4
Apothecus Pharmaceutical Corp.	Contraceptives	269-A4
Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Bob Barker Company, Inc.	Clothing & Apparel	200-A1
Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2
Graybar Electric	Electrical Equipment & Supplies	285-A1
Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1
National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Kyocera Mita America Inc. - Minolta	Photocopiers-Rental Renewal Only	985-A5
Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1
Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1
Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6
Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies	985-L1
	Postage Meters-Rental Renewal Only	985-R1
PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2
Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Presto Printing	Business Cards through TX Smartbuy	966-N1

Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1
Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1
Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-N1
Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3
Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6
Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1
Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8
Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5
Voss Lightning	Electrical Equipment & Supplies	285-A1
Xerox Corporation	Photocopier Lease & Rental	985-L2

TPSS-DIR;

Vendor	Contract Description	Contract
ARC Austin Ribbon & Computer	DBITS-Technology Migration/Upgrade	886
	Software	293
	Computer, Thin Clients and Terminals/Computer Operations Services/Software	601
A T & T	Cisco Networking Equipment	233
	Telecommunication Contract for Wireless Voice & Data/Cellular Services	597
	Networking Services	826
CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software	223
		592
		673
CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229
Calence	Computer Equipment, Software, Components, Peripherals & Software	236
	Networking Products & Services	235
	Audio Conferencing Services, Technology-Based, Conferencing & Video Svcs.	838
	Networking Equipment	1369
Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580
Cima Solutions Group	Software	292
Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509
DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513
Daptiv/CIMA	Software Supplies & Services	841
Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251
		600
		568
		890
		1014
Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223
Insight	Computer Equipment, Software, Components, Peripherals & Software	223
MTM Technologies	Computer Equipment, Software, Components, Peripherals & Software	264

AI-21878**13.B.****Flood Drainage Improvements - Pct. #1****CC REGULAR**

Date: 07/06/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Carlos Jasso
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

The Urban County Program is requesting approval of a best and final negotiated contract with Dos Logistics, Inc. in the amount of \$ 94,850.00 utilizing TDRA Disaster Relief funds for Flood Drainage Improvements for Hidalgo County Precinct No. 1.

BACKGROUND

Dos Logistics, Inc. has submitted a best and final offer for professional engineering services for Flood Drainage Improvements within Hidalgo County Precinct No. 1. Dos Logistics, Inc. was the highest rated firm by Commissioner's Court. Contract approval in the amount of \$ 94,850.00 is being requested.

See attached scope of services and the Best and Final offer.

Contract Amount:	\$ 94,850.00
Funds Available:	\$ 1,185,625

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds will utilize TDRA Disaster Relief funds for the Precinct #1 Flood Drainage Improvement Project.

Contract Amount: \$ 94,850.00
Funds Available: \$1,185,625.00

Attachments

Link: [drainage improvements](#)

Link: [Flood Drainage Improvement Contract](#)

Form Routing/Status

Route Seq Inbox	Approved By Date	Status
1 Budget & Management Erika Zamora	06/29/2010 04:22 PM	APRV

2	Perla Lopez	Perla Lopez	06/30/2010 10:11 AM	APRV
3	Auditor's Office		06/30/2010 12:09 PM	NEW

Form Started By: Estella Webber
Started On: 06/29/2010 03:19 PM
Final Approval Date: 06/30/2010

Diana R. Serna

From: Marcos Lopez [marcoslopez21@gmail.com]
Sent: Tuesday, June 29, 2010 2:42 PM
To: Diana R. Serna
Subject: Re: Best and Final Offer from Dos Logistics

Hello Diana.... Commissioner Cuellar has reviewed the best and final offer from Dos Logistics regarding the Delta Drainage Outfall System.. The \$94,850 is acceptable and we are asking that you put it on the next Commissioners Court agenda...

Thank you!!!!

Marcos

On Tue, Jun 29, 2010 at 2:18 PM, Diana R. Serna <drserna@bizrgv.rr.com> wrote:

Marcos,

I received a copy of the letter sent by Dos Logistics, Inc. to Commissioner Cuellar regarding the Delta Drainage Outfall System. The letter provided Commissioner Cuellar with a best and final offer for Engineering Services as they relate to this project. I would like to place the award of contract on the next County Commissioners' Court agenda scheduled for July 6th. That is of course if Commissioner Cuellar concurs with the offer of \$ 94,850.00 for the represented services. Please advise ASAP. Thanks.

6/29/2010

June 28, 2010

Hon. A.C. Cuellar, Jr.
Hidalgo County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

**RE: HIDALGO COUNTY URBAN COUNTY PROGRAM DELTA DRAINAGE OUTFALL
SYSTEM**

Commissioner Cuellar:

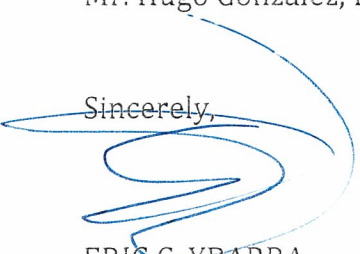
Dos Logistics, Inc. (DL, Inc.) is eager about the opportunity to provide professional services for the Hidalgo County Urban County Program Delta Drainage Outfall System- including engineering with respect to Planning, Specifications and Estimates (PS&E) and Topographic Surveying Services.

After careful consideration of the work detail to perform the required services, DL, Inc.'s best and final offer for the services is \$94,850.00 for the preparation of PS&E documents and the topographic surveying services.

If the proposed cost estimate meets your approval, we are ready to begin services promptly and certainly look forward to working with you on this valuable project.

Thank you for your attention and consideration. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at (956) 968-8800, or Mr. Hugo Gonzalez, P.E., Resident Engineer, at your earliest convenience.

Sincerely,

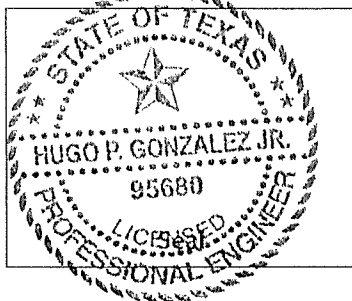

ERIC C. YBARRA
President/CEO

Cc: Diana Serna, Executive Director Urban County
Tony Barco, Urban County



TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Act.	Materials/Facilities	\$/Unit	Unit	Qty	Construction \$	Acquisition \$	Eng./Arch. \$	Ttl. Act. \$
5	Channel Excavation	\$3.00	CY	13,500.00	\$40,500.00	\$0.00		\$40,500.00
5	Preparation of Right-of Way	\$6.75	LF	600.00	\$4,050.00	\$0.00	\$0.00	\$4,050.00
5	Hydromulching for Erosion Cntl	\$0.25	SY	4,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
5	10'X10' Reinforced Concrete Box	\$975.00	LF	320.00	\$312,000.00	\$0.00	\$0.00	\$312,000.00
5	Gatewell Structure w/Sluice Gate	\$60,000.00	EA	2.00	\$120,000.00	\$0.00	\$0.00	\$120,000.00
5	Concrete Rip Rap	\$375.00	CY	1,085.00	\$406,875.00	\$0.00	\$0.00	\$406,875.00
5	Headwalls	\$20,000.00	EA	2.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00
5	Traffic Control	\$2,500.00	LS	1.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00
5	Storm Water Pollution Prev.	\$2,575.00	LS	1.00	\$2,575.00	\$0.00	\$0.00	\$2,575.00
5	Utility Relocation	\$1,500.00	LS	1.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00
5	Levee Embankment	\$5,000.00	LS	1.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00
5	Temporary Special Shoring	\$12,500.00	LS	1.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00
5	15% Contingency Fee	\$142,275.00		1.00	\$142,275.00	\$0.00	\$0.00	\$142,275.00
5	8% Engineering Fee	\$0.00		0.00	\$0.00	\$0.00	\$75,880.00	\$75,880.00
5	2% Topographic Survey Fee	\$0.00		0.00	\$0.00	\$0.00	\$18,970.00	\$18,970.00
					\$1,090,775.00	\$0.00	\$94,850.00	\$1,185,625.00



Signature of Registered Engineer/Architect Responsible For Budget Justification:

June 23, 2009 +1 (956) 968-8800

Date:

Phone Number

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 6th day of July 2010 by and between Hidalgo County **Precinct No. 1**, (hereinafter called the "Party") and **Dos Logistics, Inc.**, duly authorized Engineer, herein acting by **Eric C. Ybarra, P.E.** (Hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineer in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

**SECTION I
EMPLOYMENT OF THE ENGINEER**

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

**SECTION II
BASIC SERVICES OF THE ENGINEER**

The Engineer shall perform the following Basic Services in connection with the proposed TDRA **Flood Drainage Improvements** Account(s) **6536-91-0311-5000-9200**. (See Exhibit A)

2.1 Preliminary Phase

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, may be required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
- b. Prepare the formal Contract Documents for the Contractor.
- c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
- d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
- e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
- f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
- g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
- h. Prepare monthly and final estimates for payments to Contractors.
- i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.
- l. The Engineer will be responsible for interim and final inspection.

- m. Furnish to the Party of **Hidalgo County Precinct No. 1** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV REIMBURSABLE EXPENSES

- 4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V THE PARTY'S RESPONSIBILITIES

The Party will:

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

- 6.1 The Engineer shall be paid a total fixed amount of **\$ 94,850.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer's negligence done in performing any of the work embraced by this Contract.

SECTION XV ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI GENERAL

- 16.1 Audit. The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.
- 16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.
 - a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
 - b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
 - c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

- d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

- 16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- 16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

- 17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII WARRANTY

- 18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **July 06, 2010**. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Eric Y. Ybarra, P.E.

Firm Name: **Dos Logistics, Inc.**

Address: **212 West 3rd Street**
City/ST/ZIP: **Weslaco, TX. 78596**

FED ID #/SS #: 47-0946163

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the _____ day of _____, 20____,
by _____ of and on behalf of _____,
(title) (a corporation)(a partnership)(a sole proprietorship).

(seal)

Notary - Signature

County of Hidalgo Urban County Program:

ATTEST:

Witness

Diana R. Serna, UCP Director

June 28, 2010

Hon. A.C. Cuellar, Jr.
Hidalgo County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

**RE: HIDALGO COUNTY URBAN COUNTY PROGRAM DELTA DRAINAGE OUTFALL
SYSTEM**

Commissioner Cuellar:

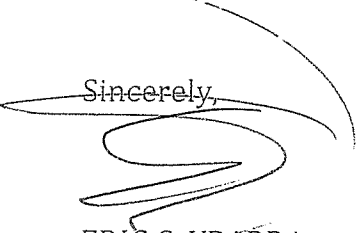
Dos Logistics, Inc. (DL, Inc.) is eager about the opportunity to provide professional services for the Hidalgo County Urban County Program Delta Drainage Outfall System- including engineering with respect to Planning, Specifications and Estimates (PS&E) and Topographic Surveying Services.

After careful consideration of the work detail to perform the required services, DL, Inc.'s best and final offer for the services is \$94,850.00 for the preparation of PS&E documents and the topographic surveying services.

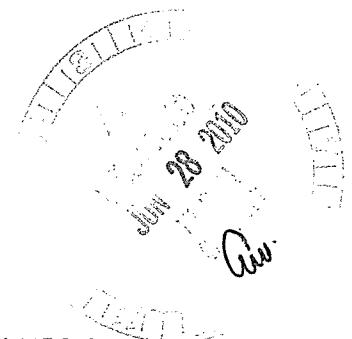
If the proposed cost estimate meets your approval, we are ready to begin services promptly and certainly look forward to working with you on this valuable project.

Thank you for your attention and consideration. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at (956) 968-8800, or Mr. Hugo Gonzalez, P.E., Resident Engineer, at your earliest convenience.

Sincerely,


ERIC C. YBARRA
President/CEO

Cc: Diana Serna, Executive Director Urban County
Tony Barco, Urban County



AI-21860

13.C.

**Construction Materials testing - Pct. 4
CC REGULAR**

Date: 07/06/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Monica Leal
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024(a)(4) for construction materials testing.
2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) construction materials testing firms from the County's approved "pool" as graded and evaluated by Hidalgo County Precinct No. 4, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 21 (2008) Precinct No. 4, Street Improvements - Dillon Road.

<u>FIRM</u>	<u>GRADE</u>	<u>RANK</u>
MEG Consultants - Geotechnical Testing	97	
RABA Kistner	96	
Professional Service Industries, Inc.	91	

3. Authority to negotiate a construction materials testing services contract with the No. 1 ranked firm _____ for an Urban County Program - Hidalgo County Precinct No. 4, Street Improvements - Dillon Road.

BACKGROUND

The three firms rated from the County's approved "pool" are MEG Consultants - Geotechnical Testing, RABA Kistner and Professional Service Industries, Inc. for the Street Improvements - Dillon Road.
(Attached see grading grid for your review).

Funds Available:	\$ 247,988.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Urban County funds will be utilized for this project.

Attachments

Link: [materials testing](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/29/2010 11:40 AM	APRV
2	Perla Lopez	Perla Lopez	06/29/2010 02:08 PM	APRV
3	Auditor's Office		06/30/2010 12:09 PM	NEW

Form Started By: Estella Webber
Started On: 06/28/2010 02:31 PM
Final Approval Date: 06/30/2010

**Hidalgo County Precinct No. 4
Construction Materials Testing
Street Improvements – Dillon Road
Year 21 (2008)
Grading-Ranking Grid**

Criteria	MEG Engineers Consultants – Geotechnical –Testing			Raba Kistner			Professional Service Industries, Inc.		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	18	20	20	18	20	17
Experience of Project Team	24	23	21	21	23	25	23	21	20
Experience/ Availability of Project Manager	20	19	20	20	18	17	20	18	18
Understanding of Project	25	25	25	25	25	25	25	24	20
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	99	97	96	94	96	97	96	93	85
AVERAGES	292÷3=97 %			287÷3=96 %			274÷3=91 %		
RATING									

AI-21890**13.D.****Subrecipient Agreement - Easter Seals
CC REGULAR**

Date: 07/06/2010
Submitted By: Estella Webber, URBAN COUNTY
Submitted For: Lupita Garcia
Department: URBAN COUNTY
Agenda Category: Urban County

Information**CAPTION**

The Urban County Program requests approval of Subrecipient Agreement with Easter Seals Rio Grande Valley (Health Services) in the amount of \$7,500.00 for Urban County Program Year 23 (2010).

BACKGROUND

All funding will be utilized for the reimbursement of outpatient rehabilitation services . The Agreement shall be effective on July 6, 2010 and expire May 30, 2011. (See the attached Exhibits).

<u>Subrecipient:</u>	<u>Easter Seals Rio Grande Valley</u>
Individual Agreement amounts:	Hidalgo County Precinct #1 \$7,500.00
Total Funding Amount:	\$7,500.00

Fiscal Impact**FISCAL YEAR:****ACCT. #:** Urban County Funds**FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Urban County will be utilized.

Agreement Amount: \$7,500.00

AttachmentsLink: Easter Seals agreement

Form Routing/Status**Route Seq Inbox****Approved By Date****Status**

1

Budget & Management Erika Zamora 06/30/2010 09:58 AM

APRV

2	Perla Lopez	Perla Lopez	06/30/2010 10:26 AM	APRV
3	Auditor's Office		06/30/2010 12:09 PM	NEW
Form Started By: Estella Webber			Started On: 06/30/2010 09:26 AM	
Final Approval Date: 06/30/2010				

STATE OF TEXAS }
 }
 COUNTY OF HIDALGO }

SUBRECIPIENT AGREEMENT

This Agreement is made and entered into on this the 6th day of July, 2010, by and between the COUNTY OF HIDALGO, Urban County Program, a political subdivision of the State of Texas, hereinafter referred to as "**ENTITY**", and **EASTER SEALS, RGV**, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, **SUBRECIPIENT** desires to carry out eligible activities as described in the Statement of Work attached hereto as **Exhibit A** (the "Statement of Work"), to this Agreement, and permitted by Title I of the Housing and Community Development Act of 1992 (1992 Act) pursuant to the U. S. Department of Housing and Urban Development Community Development Block Grant Program Entitlement Grant Regulations and covered in 24 CFR 570.

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the eligible activities described in **Exhibit A** (the "Statement of Work") can be carried out for the benefit of residents in the **ENTITY'S** jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Community Development Block Grant (CDBG) activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 570 and other rules, regulations and decisions as may be made by the U. S. Department of Housing and Urban Development (HUD) or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG program funds.

SECTION II Statement of Work

SUBRECIPIENT agrees to perform services as outlined in the Statement of Work for and in consideration of payment in the amount of **\$7,500.00**, and as delineated in the Grant Budget and the Payment Schedule attached hereto as Exhibit B-1 (the "Grant Budget") and Exhibit B-2 (the "Payment Schedule").

SUBRECIPIENT agrees to notify **ENTITY**, in writing, prior to any changes in its Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"). **SUBRECIPIENT** shall obtain approval, in writing, from **ENTITY** prior to commencing work on any changes made to the Statement of Work, the Grant Budget, the Payment Schedule and the Schedule of Activity.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this Agreement or after termination of this Agreement.

SUBRECIPIENT agrees to follow the schedule outlined in the Schedule of Activity of this Agreement, and shall notify **ENTITY**, in writing, prior to any changes, delays or departures from the Schedule of Activity. If **SUBRECIPIENT** demonstrates that delays or departure from the Schedule of Activity is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may (but Entity shall not be required) to amend the Schedule of Activity.

Initials _____

Revised June 2009

SECTION III Records and Reports

SUBRECIPIENT agrees to establish and maintain records and reports as outlined in the Records and Reports attached hereto as Exhibit D (the "Records and Reports") and agrees to make the Records and Reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over CDBG funds. Monthly performance reports must be submitted on or before the 15th of every month.

SECTION IV Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved, if applicable, as per 24 CFR Part 85.40 (a) and 24 CFR Part 84.51(a). **SUBRECIPIENT** shall attend an orientation prior to the award of funds and prior to the first draw of funds. After each monitoring visit, **ENTITY** shall provide **SUBRECIPIENT** with a written report of the monitor's findings. If the monitoring reports note deficiencies in **SUBRECIPIENT's** performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by **SUBRECIPIENT**. Failure by **SUBRECIPIENT** to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section X of this Agreement. In addition, **SUBRECIPIENT** shall give HUD, the Comptroller General of the United States, **ENTITY**, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **SUBRECIPIENT** pertaining to this Agreement.

SECTION V Payment Requests and Program Income

SUBRECIPIENT agrees to follow administrative directions from the **ENTITY** regarding documenting and processing payment requests as defined in the Requests for Payments attached hereto as Exhibit E (the "Requests for Payments") of this Agreement.

SUBRECIPIENT shall submit final reimbursement request to **ENTITY** within fifteen (15) days (by June 15, 2011) of the Agreement termination date.

SUBRECIPIENT and **ENTITY** agree that if applicable, program income generated from the use of CDBG funds shall be retained by the **SUBRECIPIENT**. If the activity is partially assisted with CDBG funds, the **SUBRECIPIENT** agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The **SUBRECIPIENT** is to provide to the **ENTITY** by the third Wednesday of each month an accounting of program income through Monthly Performance Reports outlined in the Records and Reports. The **ENTITY** is then required to report all CDBG program income earned, retained, and expended. The **SUBRECIPIENT** shall be allowed to use program income for the same or similar activities as generated by program income. Failure of the **SUBRECIPIENT** to report program income as required shall cause the **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused CDBG funds at the end or termination of this agreement will be reallocated or reprogrammed by **ENTITY**.

SECTION VI Religious Activities

The **SUBRECIPIENT** and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities.

SECTION VII

Initials _____

Revised June 2009

Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR §570.600 through 611 except for those environmental review requirements listed as 24 CFR §570.604 and initiation of review process under the provisions of 24 CFR Part 52.

SECTION VIII Uniform Administrative Requirements

Subrecipients, except subrecipients that are governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations", or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. Such subrecipients shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations") or the related CDBG provisions, as specified in the other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions") and any subsequent amendments thereto.

Recipients and Subrecipients that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR part 44); and with sections of 24 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" or other related CDBG provision, as specified in the other Applicable Provisions attached hereto as Exhibit G (the "Other Applicable Provisions") and any subsequent amendments thereto.

SECTION IX Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

SUBRECIPIENT agrees to furnish **ENTITY** with a current Financial Management Letter (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to **SUBRECIPIENT** hereunder. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit a Financial Management Letter.**

However, if **SUBRECIPIENT** expends Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds, **SUBRECIPIENT** must, within nine (9) months from the end of its fiscal year, supply **ENTITY** with an audit of revenues and expenditures conducted by a certified public accountant. **Grant funds will automatically be forfeited to funding source(s) (city and/or precinct) if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the **SUBRECIPIENT** expends less than Five Hundred Thousand Dollars (\$500,000.00) a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

SUBRECIPIENT is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Management Letter or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity, the Subrecipient will not be awarded grant funds.

If applicable, **SUBRECIPIENT** agrees to cooperate with **ENTITY** relating to any inquiries regarding the Financial Audit or Financial Management Letter and **SUBRECIPIENT** acknowledges that a Financial

Initials _____

Revised June 2009

Audit or Financial Management Letter shall be provided to **ENTITY** at the expense of the **SUBRECIPIENT**. Financial Audit or Financial Management Letter shall be available to **ENTITY** staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

SECTION X Suspension and Termination

SUBRECIPIENT understands that this Agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if applicable, and 24 CFR §84.61, if the **SUBRECIPIENT** materially fails to comply with the provisions of this Agreement or the provisions so listed in the Statement of Work attached hereto as Exhibit A (the "Statement of Work"), the Grant Budget attached hereto as Exhibit B-1 (the "Grant Budget), the Payment Schedule attached hereto as Exhibit B-2 (the "Payment Schedule), the Schedule of Activity attached hereto as Exhibit C (the "Schedule of Activity"), the Records & Reports attached hereto as Exhibit D (the "Records & Reports"), the Request for Payments attached hereto as Exhibit E (the "Request for Payments"), Other Applicable Provisions attached hereto as Exhibit F (the "Applicable Provisions"), and the Applicable Provisions - 24 CFR Part 85 attached hereto as Exhibit G (the "Other Applicable Provisions – 24 CFR Part 85").

If **SUBRECIPIENT** fails to fulfill in a timely and proper manner its obligations under this Agreement, or **SUBRECIPIENT** violates any of the Agreements or stipulations of this Agreement, then the **ENTITY** shall provide **SUBRECIPIENT** written notification of such non-performance. Such non-performance, (*i.e., timely submittal of monthly reports and/or reimbursements*), may be the basis for immediate termination of this Agreement. Should any breach of contract (Agreement) relate to a violation of federal law or regulation that results in HUD demanding reimbursement from the **ENTITY OR SUBRECIPIENT** or its successor, the **ENTITY** may terminate this Agreement and seek reimbursement of all funds from **SUBRECIPIENT**. **SUBRECIPIENT** shall not be relieved of the liability to the **ENTITY** for damages sustained by the **ENTITY** by virtue of any breach of this contract (Agreement) by **SUBRECIPIENT** and **ENTITY** may withhold any payments to **SUBRECIPIENT** for violations of federal regulations or any breach of this Agreement. Should the **ENTITY** become aware of any activity by **SUBRECIPIENT**, which would jeopardize the **ENTITY'S** position with the U. S. Department of Housing and Urban Development (HUD) or which would cause a payback of federal funds, then the **ENTITY** may take appropriate action including injunctive relief against **SUBRECIPIENT** to prevent the transaction. The failure of the **ENTITY** to exercise any right shall in no way constitute a waiver by the **ENTITY** to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except upon the joint action of both the **ENTITY** and the **EASTER SEALS, RGV.**

SECTION XI Assets

SUBRECIPIENT shall not purchase any asset unless prior written approval is obtained from the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY**.

Any asset acquired or improved in part or in whole with CDBG funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR §570.208 for a period of five (5) years after the expiration of this Agreement or a longer period if so determined by the **ENTITY**.

The disposition of any asset improved or acquired in part or in whole with CDBG funds by the **SUBRECIPIENT** must be done with prior written approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on the Statement of Work.

SECTION XII Indemnity Clause

Initials _____

Revised June 2009

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** from and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement.

SECTION XIII **Procurement**

SUBRECIPIENT agrees to follow the statutes and rules governing the **ENTITY** in the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the procurement standards of the HIDALGO COUNTY Urban County Program, which includes 24 CFR Part 85.36, and the TEXAS COUNTY PURCHASING ACT.

SECTION XIV **Conflict of Interest**

SUBRECIPIENT covenants that members of its organization or staff members who exercise influence on the decision-making process will not have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed in the Statement of Work, 24 CFR Part 570.611, 24 CFR Part 84.40-48, and 24 CFR Part 85.36.

SUBRECIPIENT agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Statement of Work during their tenure or for a period of one year thereafter.

SUBRECIPIENT is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

No **ENTITY** employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described in the Statement of Work.

SECTION XII **Legal Action and Venue**

SUBRECIPIENT agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any and all information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and written consent of the **ENTITY**.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Agreement shall lie exclusively in HIDALGO COUNTY.

SECTION XIII Miscellaneous Provisions

Conflict with Applicable Law. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

No Waiver. No waiver by **ENTITY** of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **ENTITY** and **SUBRECIPIENT**, and not otherwise.

Texas Law to Apply. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**:

COUNTY OF HIDALGO
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577
Email: ucp@bizrgv.r.com
Phone # (956) 787-8127
Fax # (956) 787-5291

If to **SUBRECIPIENT**:

Easter Seals, RGV.
c/o Patricia Rosenlund, Executive Director
P.O. Box 489
McAllen, Texas 78505
Phone #: (956) 631-9171
Fax #: (956) 683-0448
Email: prosenlund@easterseals-rgv.org

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

Assignment. This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

Initials _____

Revised June 2009

Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

Authority to Execute. The execution and performance of this Agreement by **ENTITY** and **SUBRECIPIENT** have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **ENTITY** and **SUBRECIPIENT** in accordance with its terms.

SECTION XVII Effective Date

The effective date of this agreement shall be the **6th day of July 2010** such date being the date the HIDALGO COUNTY COMMISSIONERS' COURT approved entering into this Agreement with SUBRECIPIENT and shall terminate on the **30th day of May 2011.**

Approved and signed this _____ day of _____, 20____.

Print or Type Name of Authorized Official

Signature of Authorized Official

SUBRECIPIENT Name: Easter Seals, RGV

Address: 1217 Houston Street

City/State/Zip: McAllen, Texas 78505

Federal I.D. # or Soc. Sec. #: 74-1233800

DUNS #: 086278751

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

_____ personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary - Signature

COUNTY OF HIDALGO – URBAN COUNTY PROGRAM

Witness:

Diana R. Serna, UCP Director

Initials _____

Revised June 2009

Exhibit A
STATEMENT OF WORK
 Precinct #1

Section I In summary, describe the service(s) that the agency / organization provides to the community.

CDBG funding will be used to provide rehab therapy services for low-income individuals. Services include therapy evaluations, occupation, physical and speech therapy. Services are based on the individual client's specific treatment needs and treatment plan. The client typically undergoes 30 to 45 minutes of supervised therapy per visit until individualized therapy outcomes are met.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
 \$ 7,500.00 Awarded By: Precinct #1

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

The CDBG funds will be used to provide **direct therapy services**. Therapy services include occupational, physical and speech/language therapy and therapy evaluations. Following eligibility determination, clients are scheduled for therapy appointments with Evolutions Therapy Center, an Easter Seals contract provider for adults. Clients participate in therapy and are followed through service coordination for continuous progress updates toward treatment goals.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

The therapy services provided by CDBG funding includes therapy evaluations and therapy treatment services (OT, PT, ST). Clients have a medical referral from their physician for recommended therapy. Following the evaluation, therapy frequency and scheduling are determined by the unique therapeutic needs of the patient. The therapy center is open Monday – Friday 8:00 – 5:00 pm.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

The Easter Seals donated services program provides therapy services as funding is available. This CDBG funding will expedite the service of Precinct 1 clients. The increased funding will allow additional services and clients to have access to therapy services. All clients are assessed for eligibility (low-income) prior to the onset of services.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

Precinct 1 residents who need therapy services due to illness or injury will benefit from this funding. All clients are assessed for potential eligibility in other funding programs before accessing the CDBG funds. Due to the unique needs of each client, their individual treatment progress and variables related to therapy outcomes, was estimate/budget that each client will access approximately 35 therapy treatment units of \$1,000 of the funds. Again, each client's needs are different and the therapy process is individual.

Section VII List the location(s) with a physical address where the service(s) will be provided.

Easter Seals Rio Grande Valley, 1217 Houston Street, McAllen, Texas 78505 (intake)
Evolutions Therapy LLC, 5307 S. McColl, Edinburg, Texas 78539 (therapy services)

Exhibit B-1
GRANT BUDGET
 Precinct #1

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	BUDGETED AMOUNT
Units for Physical therapy, occupational therapy, speech / language therapy.	\$ 7,500.00
	\$
	\$
	\$
	\$
	\$
TOTAL GRANT BUDGET:	\$ 7,500.00

Initials _____

Revised June 2009

Exhibit B-2
PAYMENT SCHEDULE
Precinct #1

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

2010 - 2011 For the Months of...	<u>Estimated</u> Amount Of Expenditures	Type of Budgeted Expenditures
July	\$0.00	
August	\$0.00	
September	\$2,000.00	Therapy Services
October	\$0.00	
November	\$2,000.00	Therapy Services
December	\$0.00	
January	\$2,000.00	Therapy Services
February	\$0.00	
March	\$0.00	
April	\$1,500.00	Therapy Services
May	\$0.00	
TOTAL:	\$7,500.00	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Initials _____

Revised June 2009

Exhibit C
SCHEDULE OF ACTIVITY
Precinct #1

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

2010 - 2011 For the months of....	Number of <u>Unduplicated</u> Beneficiaries to be Serviced	Services Provided
July		
August		
September	2	Therapy Services
October		
November	2	Therapy Services
December		
January	2	Therapy Services
February		
March		
April	1	Therapy Services
May		
Total for the Year:	7	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Initials _____

Revised June 2009

Exhibit D RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
 - Benefit to Low and Moderate Income Persons
 - Provides Decent Affordable Housing
 - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
 - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
 - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
 - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
 - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**
2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.
3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").
4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.
5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.
6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.
7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.
8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.
9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".
10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.
11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.
12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.
13. Reimbursement requests are processed by Urban County on a first come first serve basis.
14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.
15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, **only** after all documentation is reviewed, corrections are made, and all documentation is in order.

Exhibit F
Other Applicable Provisions
As stated in Section VIII
OMB Circular A-110 (implemented at 24 CFR part 84)
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education,
Hospitals and Other Non-Profit Organizations

- (1) Subpart A—"General";
- (2) Subpart B—"Pre-Award Requirements," except for §84.12, "Forms for Applying for Federal Assistance";
- (3) Subpart C—"Post-Award Requirements," except for:
 - (i) Section 84.22, "Payment Requirements." Grantees shall follow the standards of §§85.20(b)(7) and 85.21 in making payments to subrecipients;
 - (ii) Section 84.23, "Cost Sharing and Matching";
 - (iii) Section 84.24, "Program Income." In lieu of §84.24, CDBG subrecipients shall follow §570.504;
 - (iv) Section 84.25, "Revision of Budget and Program Plans";
 - (v) Section 84.32, "Real Property." In lieu of §84.32, CDBG subrecipients shall follow §570.505;
 - (vi) Section 84.34(g), "Equipment." In lieu of the disposition provisions of §84.34(g), the following applies:
 - (A) In all cases in which equipment is sold, the proceeds shall be program income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment); and
 - (B) Equipment not needed by the subrecipient for CDBG activities shall be transferred to the recipient for the CDBG program or shall be retained after compensating the recipient;
 - (vii) Section 84.51 (b), (c), (d), (e), (f), (g), and (h), "Monitoring and Reporting Program Performance";
 - (viii) Section 84.52, "Financial Reporting";
 - (ix) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (A) The retention period referenced in §84.53(b) pertaining to individual CDBG activities shall be four years; and
 - (B) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award;
 - (x) Section 84.61, "Termination." In lieu of the provisions of §84.61, CDBG subrecipients shall comply with §570.503(b)(7); and
- (4) Subpart D—"After-the-Award Requirements," except for §84.71, "Closeout Procedures."

Exhibit G
Applicable Provisions - 24 CFR Part 85
As stated in Section VIII

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, “Special grant or subgrant conditions for ‘high-risk’ grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by §570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”;
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Subawards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b) through (d) and paragraph (f);
- (15) Section 85.41, “Financial reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records,” except that the period shall be four years;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51 “Later disallowances and adjustments” and
- (20) Section 85.52, “Collection of amounts due.”

Water/Sewer improvements - City of La Villa CC REGULAR

Date: 07/06/2010
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services.
2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) professional engineering firms from the County's approved "pool" as graded and evaluated by the City of La Villa, Urban County Program and Hidalgo County Purchasing Department in connection with and funded through Hidalgo County Urban County Program Year 17 (2004), 18 (2005) and Year 22 (2009) City of La Villa - Water/Sewer Improvements line item.

<u>FIRM</u>	<u>GRADE</u>	<u>RANK</u>
Noe Garza Engineers, Inc.	96	
R. Gutierrez Engineering Corporation	92.67	
Javier Hinojosa Engineering	92.67	

3. Authority to negotiate a professional engineering services contract with the No. 1 ranked firm _____ for an Urban County Program – City of La Villa, Water/Sewer Improvements project.

BACKGROUND

The three firms rated from the County's approved "pool" are Noe Garza Engineers, Inc., R. Gutierrez Engineering Corporation and Javier Hinojosa Engineering for the Water/Sewer Improvements project. Attached see grading grid for your review.

Funds Available:	\$ 300,684.66

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County Funds
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: [grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2010 11:06 AM	APRV
2	Perla Lopez	Perla Lopez	06/30/2010 11:34 AM	APRV
3	Auditor's Office		06/30/2010 12:09 PM	NEW
Form Started By: Estella Webber			Started On: 06/30/2010 10:34 AM	
Final Approval Date: 06/30/2010				

City of La Villa
Professional Engineering Services
Water/Sewer Improvements
Year 17 (2004), 18 (2005) and 22 (2009)
Grading-Ranking Grid

Criteria	Noe Garza Engineers, Inc.			R. Gutierrez Engineering Corporation			Javier Hinojosa Engineering		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	20	20	20	20	18	20	20	20	19
Experience of Project Team	25	25	22	20	20	25	20	25	20
Experience/ Availability of Project Manager	20	18	20	15	20	15	15	14	20
Understanding of Project	23	25	20	25	25	25	25	25	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	98	98	92	90	93	95	90	94	94
AVERAGES	288÷3=96 %			278÷3=92.67 %			278÷3=92.67 %		
RATING									

AI-21702

14.A.

**Vine Grant Renewal FY 2011 & Budget Amendment
CC REGULAR**

Date: 07/06/2010
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2011 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.
2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.
3. Approval of of appropriation of funds for the Texas VINE Program in the amount of \$30,710.00.
4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2010 to August 31, 2011 in the amount of \$30,710.00 and authorization for County Judge to sign the required documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010/2011 **ACCT. #:** 0-1283-415-00-200-005-1-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$30,710.00 for the Texas Vine Program for FY 2011 (9-1-2010 to 8-31-2011)

Revenue acct #0-1283-334-10-200-005-1-000 "Texas Vine Program Revenue".

Attachments

Link: CERT. OF REV.
Link: Maintenance Grant contract FY 2011
Link: Budget Amendment
Link: R-07 Service Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	06/30/2010 10:41 AM	APRV
2	Budget & Management	Erika Zamora	06/30/2010 10:54 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/30/2010 11:17 AM	APRV
4	Auditor's Office		06/30/2010 12:09 PM	NEW

Form Started By: Manuel Chapa

Started On: 06/16/2010 04:18 PM

Final Approval Date: 06/30/2010

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

June 30, 2010

The Honorable Rene A. Ramirez, County Judge
The Honorable Arturo Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

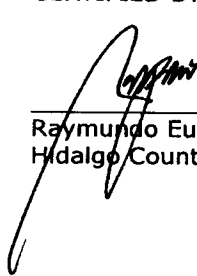
The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Attorney General of Texas (OAG). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$30,710.00

PURPOSE
OAG Contract No. 1121052

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

6/30/10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 82ND D.C.

RODOLFO DELGADO
JUDGE, 83RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 136TH D.C.

ROSE GUERRA REYNA
JUDGE, 208TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 379TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 388TH D.C.

ADA SALINAS FLORES
JUDGE, 391TH D.C.

ISRAEL RAMON, JR.
JUDGE, 436TH D.C.

JESSE CONTRERAS
JUDGE, 448TH D.C.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

RECEIVED

MAY 27 2010

COUNTY JUDGE

May 25, 2010

The Honorable Rene Ramirez
Hidalgo County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Dear Judge Ramirez:

On behalf of the Attorney General, we are pleased to provide Hidalgo County with an opportunity to continue participating in the Texas Statewide Automated Victim Notification Service (SAVNS) system beginning on September 1, 2010 and ending on August 31, 2011. The program provides an invaluable safety net for crime victims and a useful tool for criminal justice and victim service professionals.

Judge, it is important for you to be aware of the County's duties and responsibilities described in the *Maintenance Grant Contract*. Please refer specifically to the following sections:

- Section 3 - **GRANTEE'S CONTRACTUAL SERVICES**
- Section 6 - **TERMINATION** and Subsection 6.1 - **Termination for Convenience**
If you determine Hidalgo County will not continue participation during Fiscal Year 2011, it is necessary for you to advise this office and Appriss, in writing by July 15, 2010, of your intention to withdraw.
- **Exhibits A and B** attached to the Texas SAVNS Maintenance Grant Contract

Enclosed you will find the following documents:

Three (3) original copies of the Fiscal Year 2011 Texas SAVNS Maintenance Grant Contract.

All three enclosed contract documents must be signed by you (in blue ink if possible) and returned to us in a complete package to: Mr. Chris Gersbach, Office of the Attorney General (OAG), 300 West 15th Street – MC:004, Austin, Texas 78711. The documents must arrive no later than July 15, 2010. Upon approval by the OAG, an executed copy of the contract will be returned along with forms and instructions on the proper invoicing process.

Appriss, the certified Texas SAVNS/VINE vendor will be sending you three original Renewal Notice Agreements for Fiscal Year 2011. Please return one signed original Services Agreement to Appriss, keep a signed original for your records, and send the third signed original to this office under separate cover.

Thank you for your on-going support of Texas SAVNS/VINE. If you have any questions, please contact Mr. Chris Gersbach at 512-936-1653 or by e-mail at chris.gersbach@oag.state.tx.us.

Sincerely,

Debra F. Owens, Director
Grants Administration Division

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HIDALGO COUNTY
FOR THE STATE FISCAL YEAR 2011**

OAG Contract No. 1121052

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Hidalgo County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse GRANTEE for certain cost incurred in the implementation and operation of its portion of the SAVNS. To ensure a standard statewide service to all interested counties, including GRANTEE, the OAG will reimburse GRANTEE for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011, with an option to extend up to an additional two years. The Vendor Certification includes a "Detail of Services", containing a detail description of services to be provided by the Certified Vendor as well as the Pricing Model, all comprising the "Vendor Certification Documents" The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on the later of September 1, 2010 or the date of the signature by the OAG executing this contract, (being the date shown on this contract as the date executed by OAG); and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2011.

2.2 Option to Extend Service Period (Term). This contract may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this contract. Extending the Service Period (Term) does not increase the contract amount. Any increase in the

contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the Vendor Certification documents

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan". The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor. GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. In particular, GRANTEE will execute a Services Agreement or a Service Agreement Renewal Notice with the Certified Vendor, for the Service Period (Term) of this contract; verify that the GRANTEE input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the GRANTEE; establish a SAVNS "Log" for GRANTEE to use for the purpose of recording all problems noted with the SAVNS system; to whom the problem was referred, and when the problem was resolved and allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Data Extract. To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.6 Scope of Services. For the purpose of this contract, the requirements, duties and obligations

contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good-and-workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect

all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Program Reports

4.2. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit service delivery reports, contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Request for Reimbursement. OAG Grant funds are paid on a cost reimbursement basis. GRANTEE will submit a to the OAG a request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Limited Pre-Reimbursement Funding to GRANTEE. The OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to GRANTEE. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

- a. A fully executed GRANTEE's Services Agreement Renewal Notice with the Certified Vendor for the time period covered by the pre-reimbursement funding request;
- b. An invoice from the Certified Vendor which includes the dates covered under the Maintenance Phase;
- c. A completed OAG form titled Verification of Continuing Production Record;
- d. An invoice to the OAG that complies with the requirements of the OAG Template Invoice; and
- e. A written justification explaining the need for pre-reimbursement funding.

The GRANTEE should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the GRANTEE'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the GRANTEE's Service Agreement with the Certified Vendor. The GRANTEE must pay the Certified Vendor within sixty (60) days of receiving the pre-reimbursement funding from the OAG.

4.3.4 Audit Reports and Other Documents. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2011, (and, if this contract is extended, on or before May 31, 2012 and May 31, 2013), for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 One Time Submission of Invoice for Request for Reimbursement to the OAG. GRANTEE is responsible for submitting its invoice to the OAG in an accurate and timely manner. The OAG will make all reasonable efforts to promptly process and make payment on a properly completed invoice. Upon submission and approval of the GRANTEE's request for reimbursement, the GRANTEE will receive up to the full amount of “Total Grant Funds Available” as noted in Exhibit A.

Complete invoice submission instructions are described in the Texas SAVNS Program Request Procedures for FY 2011 Maintenance Expenses packet. The form of any invoice for reimbursement of expenses submitted must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG may from time to time require different or additional supporting documentation.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs for GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG for FY 11 is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. Any change to the maximum liability of the OAG must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract and specifically amending this provision. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this crisis.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract.

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4; Section 7; Section 11; and Section 12.

If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG to the GRANTEE under this contract.

6.4 Rights Upon Termination or Expiration. Upon termination or expiration of this contract, the OAG will not reimburse GRANTEE, if after the notice of termination or expiration of this contract, the GRANTEE thereafter receives services from the Certified Vendor and seeks reimbursement for that time period from the OAG. .

6.5 Notice to Certified Vendor. Any termination of this contract will also be forwarded by the

terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG may require submission of information via facsimile or in an electronic format, including via the internet and/or a web-based data collection method. Unless otherwise indicated by the OAG in writing, the submission of information to the OAG will be by hard-copy to the addresses listed as follows:

8.1 Information, Excluding Invoices. All correspondence, reports or notices, except invoices, must be submitted to:

Grants Management
Office of the Attorney General
Grants Administration Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Invoices. All invoices must be submitted to:

Grants Financial Management
Office of the Attorney General
Grants Administration Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular 1-110 relating to administrative Requirements; and OMB Circular 1-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, ___14, State Assurances.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor

intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by law, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this

contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the OVAG grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. Consistent with the OAG's Appropriation, Rider 12, in S.B. No. 1, Article I, Victims Assistance Grants, 81st Leg. Reg. Sess. (2009), GRANTEE confirms

that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits This contract, including Exhibits A and B, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Exhibit A and B are attached and incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including Exhibits A and B.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL

GRANTEE

Attorney General or designee

Judge Rene Ramirez

Printed Name

Printed Name

Date: _____

Date: _____

EXHIBIT A

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY FOR THE STATE FISCAL YEAR 2011

OAG Contract No. 1121052

Population Size: Large

The OAG will reimburse GRANTEE for allowable SAVNS expenditures as follows:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	\$26,333	\$ 4,377	12	\$30,710

Limitation of Liability of the OAG. The total liability of the OAG to GRANTEE for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the GRANTEE for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

THIRTY THOUSAND SEVEN HUNDRED TEN and NO/100 (\$30,710)

Maximum Number of Months. The maximum number of months is provided above. If this contract does not commence before September 1, 2010, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

EXHIBIT B

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY FOR THE STATE FISCAL YEAR 2011

OAG Contract No. 1121052

**The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14;
Promulgated by the Office of the Governor, State of Texas,
Establish the following assurances applicable to recipients of state grant funds:**

- (1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
- (2) GRANTEE must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
- (3) GRANTEE must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
- (4) GRANTEE must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
- (5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
- (6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
- (7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.
- 8) GRANTEE must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child

Protective and Regulatory Services. GRANTEE shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (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 the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) GRANTEE will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) GRANTEE, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) GRANTEE, as applicable, will comply with environmental standards which may be prescribed pursuant

to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) GRANTEE, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) GRANTEE, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) GRANTEE, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) GRANTEE, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) GRANTEE must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

DATE: June 17, 2010

DEPARTMENT HEAD: Raul Sigüero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for IT (1283)

ACCOUNT NUMBER: 0-1283-415-00-200-005-1-336

Contact Person: Manuel Chapa Ph#: (956) 292-7025 Ext. 5760

2010
Appropriation

AI# 21702



SUBJECT: Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1283-415-00-200-005-1-336	TEXAS VINE PROGRAM - COMPUTER SERVICES	30,710.00
0-1283-334-10-200-005-1-000	TEXAS VINE PROGRAM REVENUE	30,710.00
TOTAL BUDGET INCREASE (DECREASE)		\$ 30,710.00

REASON: Budget Amendment to appropriate funds from the Texas Vine Annual Maintenance Grant contract, fiscal year 2011 (Sept. 1, 2010 - Aug. 31, 2011).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

May 19, 2010

RECEIVED

MAY 28 2010

COUNTY JUDGE



10401 Linn Station Road

Louisville, KY 40223-3842

502-561-8463 800-816-0491

www.appriss.com

The Honorable Judge J. D. Salinas
Hidalgo County Judge's Office
100 East Cano, 2nd Floor
Edinburg, TX 78539

Dear Judge Salinas:

This letter is to walk you through the 2011 renewal process for the VINE (Victim Information & Notification Everyday) program. Your original service period will end as of August 31, 2010.

Soon you should be receiving your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2011. **We would like to have all Service Agreement Renewals back to our office no later than July 15, 2010, so we have plenty of time to process.** In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- **Exhibit R-07 Maintenance Renewal.** This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date. **Please note that there is a 2% increase added to your Maintenance Renewal. Based on the Vendor Certification document dated May 15, 2009, the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for 2011 and for FY 2012 and FY 2013, if the initial term is renewed.** This document is for your information only.
- **Service Agreement Renewal.** This agreement is between Appriss and Hidalgo County. The cost of the renewal should agree with Exhibit R-07. Please sign the enclosed documents and return one copy to Appriss at the above address, one copy to Chris Gersbach at the Texas Attorney Generals Office – MC -004 at P.O. Box 12548, Austin, TX 78711-2548 and retain one copy for your records.

Note: Invoices for the fiscal year 2011 will not be mailed to the County until September 1, 2010.

If you have any questions or need additional information, please contact me at 800/816-0491 ext. 3850.

Sincerely,
Appriss Inc.

Colleen G. Heslin
Account Specialist

Enclosures

**Exhibit R-07 Maintenance Renewal
Automated Victim Notification Services
Hidalgo County**

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this Exhibit R-07 Schedule of Payments shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2011.

Jail Maintenance Amount	District Court Maintenance Amount	Annual Maintenance Amount (12 Months)	# of Months Through 8/31/10	Total Maintenance Amount Due
\$26,333	\$4,377	\$30,710	12 Months	\$30,710

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees"¹ include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

Vendor Certification Verbiage

Pricing Model for FY 2011, and if Vendor Certification extended, Pricing Model for FY 2012 and FY 2013

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, contains a 2% increase from the Pricing Model for FY 2010.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, covers "Annual Standard Maintenance Fee" and "Standard Maintenance Work" done by the Certified Vendor related to an entity changing their booking system from their existing VINE-supported booking system to a new VINE-supported booking system. "Standard Maintenance Work" includes interface installation, setup, configuration, testing and documentation. A VINE-supported booking system is one for which an interface already exists. The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, also includes the "Out of Scope Costs", as identified in this Part.

Booking systems that are "Not Yet VINE-supported" include those without an existing interface. They are not considered "Standard Maintenance Work" and are subject to the hourly contract rates for "Out of Scope Costs" as identified in this Part.

The Pricing Model for FY 2011, and if the Vendor Certification is extended, for FY 2012 and FY 2013, does not include "3rd Party Vendor Fees" -- which are additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor Fees" may not be reimbursed by the OAG's SAVNS grant program.

"3rd Party Vendor Fees" include booking system vendors, IT staff or other work that is associated with any booking system changes not covered under this Vendor Certification. These fees are paid directly to the vendor by either the entity or by the Certified Vendor.

¹ based on Response Part 4: for 3rd party Vendor Fees for county changes in the Pricing Model Section of the Vendor Certification.

R-07 Service Agreement Renewal Notice



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE: May 19, 2010
CUSTOMER NAME: Hidalgo County
LOCATION: 100 East Cano, 2nd Floor
Edinburg, TX 78539
PROJECT TYPE: Hidalgo County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: September 27, 2004
SERVICE AGREEMENT RENEWAL DATE: September 1, 2010
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2011
PROJECT PRICING: \$30,710

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Agreement Renewal Notice includes a 2% increase. Based on the Vendor Certification document the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for FY 2011 and for FY 2012 and FY 2013, if the initial term is renewed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:



Signature Date 5/21/2010

Thomas R. Seigle
Executive Vice President
Public Safety Group

CUSTOMER BY:

Signature Date

Title Name

R-07 Service Agreement Renewal Notice

OAG Copy



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE: May 19, 2010
CUSTOMER NAME: Hidalgo County
LOCATION: 100 East Cano, 2nd Floor
Edinburg, TX 78539
PROJECT TYPE: Hidalgo County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: September 27, 2004
SERVICE AGREEMENT RENEWAL DATE: September 1, 2010
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2011
PROJECT PRICING: \$30,710

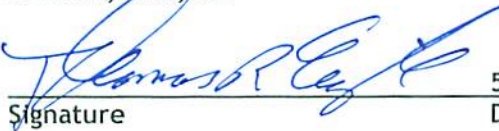
This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Agreement Renewal Notice includes a 2% increase. Based on the Vendor Certification document the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for FY 2011 and for FY 2012 and FY 2013, if the initial term is renewed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

 5/21/2010
Signature Date

Thomas R. Seigle
Executive Vice President
Public Safety Group

CUSTOMER BY:

Signature Date

Title Name

R-07 Service Agreement Renewal Notice

Appriss Copy



10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE: May 19, 2010
CUSTOMER NAME: Hidalgo County
LOCATION: 100 East Cano, 2nd Floor
Edinburg, TX 78539
PROJECT TYPE: Hidalgo County VINE Service
ORIGINAL SERVICE AGREEMENT DATE: September 27, 2004
SERVICE AGREEMENT RENEWAL DATE: September 1, 2010
SERVICE AGREEMENT RENEWAL TERM: 12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE: August 31, 2011
PROJECT PRICING: \$30,710

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Agreement Renewal Notice includes a 2% increase. Based on the Vendor Certification document the OAG accepts the offer of Appriss to comply with a Pricing Model containing a 2% increase, for FY 2011 and for FY 2012 and FY 2013, if the initial term is renewed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-07 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:


Signature

5/21/2010
Date

Thomas R. Seigle
Executive Vice President
Public Safety Group

CUSTOMER BY:

Signature

Date

Title

Name

AI-21876

14.B.

2011 Budget Process

CC REGULAR

Date: 07/06/2010
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Mr. Raul Silguero, Jr.
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Status report on 2011 Budget Process/Plan

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	06/29/2010 03:06 PM	APRV
2	Budget & Management	Erika Zamora	06/29/2010 03:48 PM	APRV
3	Auditor's Office		06/30/2010 12:09 PM	NEW

Form Started By: Damaris San Miguel

Started On: 06/29/2010 02:46 PM

Final Approval Date: 06/30/2010

AI-21875

14.C.1.

Court Reporter - Budget Amendment
CC REGULAR

Date: 07/06/2010
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Court Reporter (1239):
Approval of 2010 appropriation of funds for court reporter in the amount of \$100,000.00 to fund expenditures for court costs and investigations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1239-253-00-000-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds available in fund balance as of 6/29/10.

Attachments

Link: [Budget Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/29/2010 02:02 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/29/2010 04:50 PM	APRV
3	Auditor's Office		06/30/2010 12:09 PM	NEW

Form Started By: Erika Zamora
Started On: 06/29/2010 01:58 PM
Final Approval Date: 06/30/2010

DATE: June 29, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010 Appropriation



DEPARTMENT NAME: Dept. of Budget & Mgmt for Court Reporter

ACCOUNT NUMBER: 0-1239-412-00-115-043-0-831

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 ext. 5416

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Budget Amendments (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1239-412-00-115-043-0-831	COURT REPORTER - COURT COSTS & INVESTIGATION	100,000.00
TOTAL BUDGET INCREASE (DECREASE)		100,000.00

REASON:

Appropriation of funds to cover court costs and investigation expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-21892

14.C.2.

**Appropriation of funds for Hurricane Alex
CC REGULAR**

Date: 07/06/2010
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval and authorization to appropriate all necessary funds from the General Fund unreserved fund balance as per Texas Local Government Code Section 111.070 and the declaration of a local disaster declared by the Hidalgo County Judge on the 28th day of June as per Local Government Code Section 418.108 to address emergency expenditures related to Hurricane "Alex".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-082-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Approval of 2010 appropriation of funds due to an "Emergency Declaration" in relation to hurricane "Alex" in the amount of \$500,000.00.

Funds available in G/F unreserved f/b as of 6-30-10.

Attachments

Link: [emergency appropriation](#)

Link: [Declaration of Disaster](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	06/30/2010 11:08 AM	APRV
2	Ivan Cantu	Ivan Cantu	06/30/2010 11:31 AM	APRV
3	Auditor's Office		06/30/2010 12:09 PM	NEW

Form Started By: Manuel Chapa Started On: 06/30/2010 10:45 AM
Final Approval Date: 06/30/2010



HIDALGO COUNTY

Department Of Budget & Management

BUDGET AMENDMENT TRANSFER FORM

DATE: Wednesday, June 30, 2010 **JE #:** _____

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept of Budget & Mgmt for - Hurricane Alex

ACCOUNT NUMBER: 0-1100-415-00-115-082-0-XXX

CONTACT PERSON: Sergio Cruz, Manager Strategic Section **PHONE:** (956) 292-7025 Ext.

PREPARED BY: Manuel Chapa

SUBJECT: Emergency Budget Amendment Transfer/s

Hidalgo County Auditor's Office:

I would like to request the following Budget Amendments (increase(decrease)) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

Account Number	Account Name	Increase / (Decrease) Amount
0-1100-415-00-115-082-0-350	HURRICANE ALEX-OTHER SERVICES	123,765.00
0-1100-415-00-115-082-0-334	HURRICANE ALEX-ENGINEER & ARCHITECT SRV	25,852.46
0-1100-415-00-115-082-0-431	HURRICANE ALEX-BLDG&OTHR STRUC R&M SRV	71.10
0-1100-415-00-115-082-0-442	HURRICANE ALEX-EQUIP & VEHICLE RENTALS	38,466.90
0-1100-415-00-115-082-0-605	HURRICANE ALEX-CLOTHING & UNIFORMS	2.82
0-1100-415-00-115-082-0-609	HURRICANE ALEX-AGRICULTURAL & LANDSCAPING SUPPL	27,996.06
0-1100-415-00-115-082-0-613	HURRICANE ALEX-SAFETY SUPPLIES	66,086.64
0-1100-415-00-115-082-0-626	HURRICANE ALEX-GASOLINE/DIESEL	6,680.65
0-1100-415-00-115-082-0-630	HURRICANE ALEX-FOOD	7,047.29
0-1100-415-00-115-082-0-664	HURRICANE ALEX-OTHER MINOR EQUIPMENT	26,497.77
0-1100-415-00-115-082-0-671	HURRICANE ALEX-BLDG&OTHR STRUC R&M SUPP	6,442.06
0-1100-415-00-115-082-0-672	HURRICANE ALEX-EQ&VEH R&M SUPPLIES	2,855.13
0-1100-415-00-115-082-0-673	HURRICANE ALEX-R&B R&M SUPPLIES	20,666.26
0-1100-415-00-115-082-0-679	HURRICANE ALEX-OTHER R&M SUPPLIES	16,301.72
0-1100-415-00-115-082-0-748	HURRICANE ALEX-OTHER EQUIPMENT	131,203.50
0-1100-415-00-115-082-0-855	HURRICANE ALEX-LATE FEES,PENALTIES & FI	64.63
TOTAL BUDGET INCREASE (DECREASE)		

REASON:

Appropriation of funds for Hurricane Alex expected expenditures.

(Amounts listed are estimated by obj. code, actual appropriation to be determined by Comm. Court.)

AUTHORIZED SIGNATURE/DBM

DATE

Emergency Transfer Form
Revised: 11/24/2008



2115471

Hidalgo County Judge

Rene A. Ramirez

DECLARATION OF DISASTER

WHEREAS, the County of Hidalgo on the 28th day of June, 2010, has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from

Anticipation of landfall of Category 2 Hurricane Alex, severe flooding and wind damage.

WHEREAS, the County Judge of Hidalgo County has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF HIDALGO COUNTY:

1. That a local state of disaster is hereby declared for Hidalgo County pursuant to §418.018(a) of the Texas Government Code.
2. Pursuant to §418.018(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the Commissioners Court of Hidalgo County.
3. Pursuant to §418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
4. Pursuant to §418.018(d) of the Government Code, this declaration of a local state of disaster activates the county emergency management plan.
5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 28th day of June, 2010.

Rene A. Ramirez
Hidalgo County Judge

A. A. Tony Perez
Hidalgo County EMC.
06-29-2010 0845 hrs.

Attest

Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-21869

15.A.4.

**Autopsy Facility
CC REGULAR**

Date: 07/06/2010
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval of contract (subject to legal review) for "Autopsy Facility" with Ceballos Funeral Home as previously approved by Commissioners Court on 06/08/2010 of the exemption from competitive bidding under Texas Local Government Code, Chapter 262, Section 024(a)(2)-"an item necessary to preserve or protect the public safety of the residents of the county".

BACKGROUND

Fiscal Impact

<u>FISCAL YEAR:</u> 2010	<u>ACCT. #:</u> 1100-421-00-080-003-0-344
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u>	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Vangie Garcia	Started On: 06/29/2010 08:37 AM
Final Approval Date: 06/29/2010	

AI-21896

15.A.5.

**Prepositioned Contractors-Approval of Subcontractors and Related Items
CC REGULAR**

Date: 07/06/2010
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

a. Pursuant to provisions under the current prepositioned contracts for the provision of Emergency Debris Management Services acceptance and approval of proposed list of subcontractors for the following:

Primary (notified/activated-6-29-10)-Phillips and Jordan, Inc.

Secondary (notified/activated-6-30-10)-DRC Emergency Services, Inc.

Tertiary-Ceres Environmental Services, Inc.

b. Ratification of activation of contractors by Hidalgo County Judge;

c. Other related items with action, if necessary.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Budgetary provisions will need to be made.

Attachments

Link: Phillips & Jordan, Inc. (C-09-003-07-21)

Link: DRC Emergency Services (C-09-003A-07-21)

Link: Ceres Environmental Services (C-09-003B-07-21)

Form Routing/Status

Form Started By: Marty
Salazar

Started On: 06/30/2010 11:46
AM

Final Approval Date: 06/30/2010

AI-21265**44.A.8.****Consulting Services For Disaster Management and Disaster Recovery Services (H-GAC) and Renewal of Emergency Debris Management Services Contract(s)****CC REGULAR****Date:** 05/25/2010**Submitted By:** Vangie Garcia, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Hidalgo County

Information**CAPTION**

a. Presentation for discussion, consideration and applicable action to negotiate for the purposes of engaging the services of a consultant for provision of disaster recovery services through Hidalgo County's membership/participation-H-GAC's newly awarded RFP No:EN10-06/Contract for consulting services for Disaster Management and Disaster Recovery Services with Beck Recovery Inc., (scored highest by H-GAC Staff based on RFP criteria for evaluation among submitted responses)-Term-effective June 1, 2010 thru May 31,2013; and,

b. Requesting approval for Hidalgo County to exercise its' sole discretion/option to renew/extend for an additional one (1) year under the same rates, terms and conditions of current awarded pre-positioned contract(s) for Emergency Debris Management & Related Services with:

1. Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21);
2. Secondary Vendor-DRC Environmental(C-09-003A-07-21); and,
3. Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

BACKGROUND

For Line Item A: H-GAC Board approved on 05/18/2010 for the awarding of the RFP/Contract. As per Tammy Metty from H-GAC contract is being forwarded for proper execution and will be emailed immediately to Hidalgo County for our records. Please see the RFP/Minutes from H-GAC regarding the procurement process and the appoval of award. For Line Item B: Said renewal/extension of contract(s)to be effective as of 07/21/2010 and ending 07/20/2011 for the following vendors: Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21) Secondary Vendor-DRC Environmental(C-09-003A-07-21) Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

Fiscal Impact**FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Fiscal Impact would occur upon need for services and a declaration of disaster.

Attachments

Link: H-GAC Documentation

Link: H-GAC Minutes

Link: Extension Letter and Contract Documentation-Phillips & Jordan

Link: Extension Letter and Contract Documentation-DRC

Link: Extension Letter and Contract Documentation-Ceres

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	05/18/2010 02:11 PM	CREATED
1	Purchasing Department	Marty Salazar	05/20/2010 02:54 PM	APRV
2	Budget & Management	Erika Zamora	05/20/2010 02:59 PM	APRV
3	Rosalinda Cantu			NEW
4	Auditor's Office			
Form Started By: Vangie Garcia		Started On: 05/18/2010 02:11 PM		



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 20, 2010

Phillips & Jordan, Inc.
Attn: Mike Harwood
191 P & J Road
Robbinsville, NC 28771

Via: Certified Mail #7099-3220-0002-8758
Email: mharwood@pandj.com

Re: Extension Of Agreement No: C-09-003-07-21
"Emergency Debris Management Services Contract"

Dear Ms. Callaway:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' one (1) year extension as provided under page 1-#2 under Term. Extension will be at the same rates, terms and conditions. Said extended agreement will be effective from July 21, 2010 thru July 20, 2011.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, May 25, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 a.m., Monday, May 24, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: _____

A handwritten signature in black ink, appearing to read "Evangelina Garcia", is written over a horizontal line.

Date: 5/24/2010

**HOUSTON-GALVESTON AREA COUNCIL
CONTRACT/GRANT ACTION NOTICE**

CONTRACTOR PHILLIPS & JORDAN, INC.

PROJECT TITLE DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES

CONTRACT NO. CE08-063 PROJECT NO. EV1031

CONTRACT AMT: \$N/A

ACTION REQUESTED: CONTRACT ESTABLISHMENT X CONTRACT AMENDMENTMODIFICATION NO. budget amendment X period extension budget increase other CONTRACT TERMINATION

This form transmits the attached contract/grant agreement document(s) to the Executive Director for signatory approval, subject to the approvals required below.

APPROVALS:

Reviewed by:	Finance and Budget Committee	Date	<u>N/A</u>
Approved by:	Board of Directors	Date	<u>N/A</u>
Approved by:	<u><i>Cheyl Morgan</i></u> Program Manager	Date	<u>10-28-09</u>
Approved by:	<u><i>James M. R.</i></u> Department Director	Date	<u>11/03/09</u>
Approved by:	<u><i>Steve Howard</i></u> Chief Operating Officer	Date	<u>11/15/09</u>
Approved by:	<u><i>Taney Saml</i></u> Chief Financial Officer	Date	<u>11/19/09</u>
Approved by:	<u><i>[Signature]</i></u> Executive Director	Date	<u>11-19-09</u>

H-GAC DEPARTMENT
FINANCE DEPARTMENT
2009 NOV -9 AM 10:27



Houston-Galveston Area Council
P.O. Box 22777 3555 Timmons Houston, Texas 77227-2777

CHANGE ORDER

PROJECT TITLE Disaster Debris Clearance and Removal Service Contract
PROJECT NO. EV0301 ¹⁰³¹ CONTRACT NO. CE-08-063 DATE October 29, 2009
CONTRACTOR Phillips & Jordan, Inc.

The following changes are hereby made to the Contract Documents:

- Increase contract period.

Justification:

- Favorable review from local governments

CHANGE TO CONTRACT PRICE

Original Contract Price: \$ _____

Current contract price, as adjusted by previous change orders: \$ _____

The Contract Price due to this Change Order will be [increased] [decreased] by \$ _____

The new Contract Price due to this Change Order will be: \$ _____

CHANGE TO CONTRACT TIME

The Contract Time will be [increased] [decreased] by 730 calendar days

The date for completion of all work under the contract will be December 31, 2011

Approvals Required:

To be effective, this order must be approved by Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

Requested by	<u>Cheryl Mergo</u>	date	<u>10-29-09</u>
Recommended	<u>[Signature]</u>	date	<u>11/03/09</u>
Approved by	<u>[Signature]</u> Jack Steele, Executive Director	date	<u>11-19-09</u>
Accepted by	<u>[Signature]</u>	date	<u>1-12-10</u>

2010 JAN 14 AM 9:18

COMMUNITY AND
ENVIRONMENTAL DEPT.

Emergency Debris Management Services

C O N T R A C T

THIS Emergency Debris Management Services Contract ("Agreement") is entered into by and between Phillips & Jordan, Inc. (Primary) ("Contractor") and the County of Hidalgo, Texas ("County").

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

- a. H-GACBuy 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") and 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.

2. **Term.** This Agreement is for twelve (12) months from notification by the County to the Contractor to commence and may be extended as an **option** and **sole discretion** of the County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

Hidalgo County will award contract to a "Primary", "Secondary" and "Tertiary" for services to be rendered through effective period of this contract. In situations when the "Primary" vendor does not comply with the specifications, requirements, terms, conditions, obligations contained within this proposed contract, Hidalgo County reserves the right to seek services from the "Secondary" vendor. In such event, County shall charge the "Primary" vendor the difference for any additional cost of such service.

If "Secondary" vendor does not comply with the specifications, requirements, term, conditions, obligations contained within this proposed contract, Hidalgo County reserves the right to seek services from the "Tertiary" vendor. In such event, County shall charge the "Secondary" vendor the difference for any additional cost of such service.

Furthermore, if "Secondary" vendor does not comply with the specifications, requirements, term, conditions, obligations contained within this proposed contract, Hidalgo County reserves the

right to seek services from the "Tertiary" vendor. In such event, County shall charge the "Secondary" vendor the difference for any additional cost of such service.

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 shall 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 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 must be given copies of all insurance policies within fifteen (15) days of the County'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. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

9. **Waiver.** No waiver of any breach of any term or condition of this Agreement, or Proposal, 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 The State Of Texas and venue for such disputes is the appropriate district, county, or justice court in and for Hidalgo 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. 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 may terminate this Agreement for Contractor's failure to perform the services specified in Proposal. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract 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 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 request, the County 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 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:

Phillips & Jordan, Inc. (Primary)
Attn: Mike Harwood
191 P & J Road
Robbinsville, North Carolina 28771
(828)-479-3371

18. CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY OF HIDALGO AND ITS ELECTED OFFICIALS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITIEES) 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 REASONABLY 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 22nd day of Sept. ~~July~~, 2009.

Contractor: Phillips and Jordan, Inc

By: Edd Satterfield

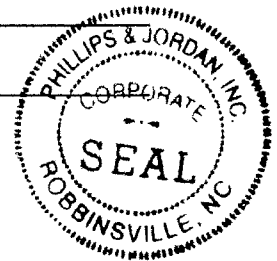
Title: Asst. Vice President

COUNTY OF HIDALGO ("COUNTY")

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

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk
Approved As To Form: _____



Approved By Commissioners' Court: 7/21/09

Approved As To Form: Atlas & Hall, LLP

Approved By Commissioners' Court: _____

By: _____

Stephen L. Cram

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

EMERGENCY DEBRIS MANAGEMENT SERVICES

Price Proposal Form

Page 1 of 4

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	CY	\$
	Vegetative Debris removal from public rights-of-way and hauling to TDSR Site or other designated location	Ton	\$
2	Mixed Debris Removal	CY	\$
	Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	Ton	\$
3	Debris Removal from Drop-off Sites	CY	\$
	Debris Removal from Drop-off Sites and hauling to TDSR Site or other designated location	Ton	\$
4	Vegetative Debris Grinding	CY	\$
	Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	Ton	\$
5	C&D Debris Processing	CY	\$
	Separation of construction and demolition debris at TDSR Site or other designated location	Ton	\$
6	Haul-out of Reduction Vegetative Debris	CY	\$
	Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site	Ton	\$
7	Haul-out of Processed C&D Debris	CY	\$
	Hauling construction and demolition debris from TDSR Site or other designated location to final disposal site	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) Felling 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	\$
9C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$
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	\$
10B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	\$
10C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$
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 waterways 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 services 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.

Name of Proposer: _____

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period

[illegible]

Use additional sheets if necessary

Name of Proposer: _____

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.

[illegible]

Use additional sheets if necessary.



Exhibit A



Hidalgo County

Debris Removal Contractor(s)

Exhibit “A”

H-GAC End User Service

Request Form



Disaster Debris Clearance and Removal Services

End User Service Request Form

Introduction

The purpose of this End User Service Request Form is to provide pre-qualified debris hauling contractors with accurate information about the End User and the most accurate pricing for debris hauling services. This form is to be filled out by the End User or End User representative and provided back to H-GAC. Instructions for returning form may be found in the last page of this form.

Terms and Conditions

By submitting the Service Request Form, the End User is requesting that H-GAC supply the following information to all H-GAC pre-qualified debris removal vendors for bid development. For members of H-GAC the procurement service is free, but for non-members, the administrative fee associated with this process is \$3,000. This service is available to End Users nation-wide. When applicable, H-GAC will create and send an invoice for this amount to the End User Primary Point of Contact for payment.

End User Service Request Form

The End User Service Request Form is composed of four sections. Please read each section thoroughly and complete to the best of your abilities.

1. General Information

1.1 End User Identification

Name of Organization: Hidalgo County, TX

1.2 End User Primary Point of Contact

Name: J. D. Salinas, III

Title: County Judge

Organization: Hidalgo County, Texas

Primary Phone: (956) 318-2600

Secondary Phone: _____

E-mail: JD.Salinas@hidalgocountyjudge.com

1.3 List any additional organizations that debris removal services will be performed for under this contract

In some instances, and End User may wish to incorporate several jurisdictions or other public organizations (school districts, universities, drainage districts, etc.) into this agreement. For example, a

county may act as the End User; however, debris removal services under this agreement shall be extended to one or more cities within a county or other public institutions within a county. This will be identified as the End User Service Area. Please identify all parties in this section. In addition, please provide copies of all inter-local or mutual aid agreements between the identified parties.

The County reserves the right to provide debris removal services to other entities within the county under this contract; however, is under no obligation to do so.

1.4 Total population within End User Service Area

Please provide a breakout of population between all parties that may be serviced under this agreement.

County Population: Approximately 729,000 (209,200 Rural Unincorporated)

1.5 Please provide a breakout of households between all parties that may be serviced under this agreement

Households within unincorporated Hidalgo County: Approximately 50,000

2. Hazard/Risk Data

The information requested in this section is focused on any hazard or risk data that may be facing the End User and End User Service Area. This may include flooding, hurricanes, tornados, ice storms, etc.

2.1 End User hazards or risks

Please include all those debris generating events that may affect the End User Service Area.

Hurricane, Flood, Severe Storm, Tornado

2.2 Previous debris generating events

Please include all information about these events over the last 10 to 20 years. If available, please include the name of the event (if hurricane or tornado include category), estimated cubic yards of debris generated by the event, and characteristics of debris.

Hurricane Dolly (Category 2): Estimated 640,000 cubic yards of debris (Vegetative and Construction and Demolition)

For additional information regarding project scope, please see Final Debris Breakdown Summary Report and Hidalgo County Disasters (10 Year) attached.

3. Debris Classification

Section 3 requests debris specific information about the community. Since the pricing structure for the debris removal contract will be developed on a per unit (per cubic yard) basis, accurate information about the characteristics of the community is critical.

3.1 Estimated number of road miles maintained by the End User (and included parties)

Include all roads that are maintained by the End User or other parties that will fall under this agreement. If located in Texas, please exclude all Texas Department of Transportation (TXDOT) and private roads that are located within the End User Service Area. If outside Texas, please exclude all private roads and all roads maintained by appropriate State Department of Transportation.

Hidalgo County is currently exploring the development of an interlocal agreement with the Texas Department of Transportation (TxDOT) for debris removal activities along State maintained ROW.

3.2 Estimated number of square miles within the End User Service Area

Land: 1,570 sq mi

Water: 13 sq mi

3.3 Estimated number of parks or other public facilities maintained by the End User (and included parties)

Parks: 21 County Parks

Other public facilities: 84 Facilities (60 Facilities at County Parks)

3.4 Estimated number of Temporary Debris Storage and Relocation Sites (TDSRS) identified by the End User

***This list of TDSR Sites is only a guide for reference and should not be considered full and final.

Hidalgo County reserves the right to amend this list at any time as necessary.

Name of TDSRS 1:	<u>Precinct 1 TDSRS</u>
Physical Address:	<u>Mile 12 N and Mile 1 ½ E</u>
Site GPS Coordinates:	<u>N26° 13'48.97", W97° 53'07.57"</u>
Estimated number of usable acres:	<u></u>
Reduction method:	<u></u>
Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):	<u>All debris accepted</u>

Name of TDSRS 2: San Juan (Precinct 2)
 Physical Address: 0.5 Miles South of El Gato Road and Stewart Road
 Site GPS Coordinates: N26° 9.6651', W098° 9.0413'
 Estimated number of usable acres: 35 acres
 Reduction method: _____
 Debris accepted as TDSRS (vegetative, C&D, white goods, etc.): All debris accepted

Name of TDSRS 3: Precinct 3 TDSRS
 Physical Address: S Conway Avenue and Trinity Street
 Site GPS Coordinates: N26° 11'24.18", W98° 19'50.49"
 Estimated number of usable acres: _____
 Reduction method: _____
 Debris accepted as TDSRS (vegetative, C&D, white goods, etc.): All debris accepted

Name of TDSRS 4: Davis County Landfill (Precinct 4)
 Physical Address: E Davis Road and N Terry Road, Edinburg, TX, 78541
 Site GPS Coordinates: N26° 20.961', W098° 5.2481'
 Estimated number of usable acres: _____
 Reduction method: _____
 Debris accepted as TDSRS (vegetative, C&D, white goods, etc.): All debris accepted

Name of TDSRS 5: Monte Alto (Precinct 1)
 Physical Address: 1st Street and Azteca Avenue, Monte Alto, TX
 Site GPS Coordinates: N26° 22'03.83", W97° 58'39.58"
 Estimated number of usable acres: _____
 Reduction method: _____
 Debris accepted as TDSRS (vegetative, C&D, white goods, etc.): All debris accepted

3.5 Name and Location of Final Disposal Sites (i.e. landfills, beneficial use facilities for mulch or ash, recycling facilities, etc.)

Name of Facility: BFI Regional Disposal Facility
Physical Address: FM 493 at Mile 12 Road, Donna, TX
Site GPS Coordinates: N26° 23.106', W098° 03.727'
Type of Facility (landfill, beneficial use, etc.): Landfill
Debris accepted (vegetative, C&D, white
Goods, metal, etc.): _____

Name of Facility: C&T Regional Landfill
Physical Address: 4 1/2 Miles West of US 281 on FM 1017 Linn TX
Site GPS Coordinates: N26° 34.85', W098° 11.00'
Type of Facility (landfill, beneficial use, etc.): Landfill
Debris accepted (vegetative, C&D, white
Goods, metal, etc.): _____

Name of Facility: City of Edinburg Landfill
Physical Address: 6.7 Miles N & 0.4 Miles E of US 281
Site GPS Coordinates: N26° 23.70', W078° 07.90'
Type of Facility (landfill, beneficial use, etc.): Landfill
Debris accepted (vegetative, C&D, white
Goods, metal, etc.): _____

3.6 Please indicate the level of vegetative density within your community. This will provide a more accurate representation of the vegetation, including shrubbery and trees, on public rights-of-way.

- High
- Medium
- Light

3.7 Please indicate the level of commercial structure density within your community taking into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities.

- High
- Medium
- Light

4. Additional Information

Section 4 is designed to provide H-GAC and pre-qualified vendors with additional information that is pertinent for understanding the End User and End User Service Area.

4.1 Ancillary Services

Please provide a list of ancillary services that may be needed to be supplied by the CONTRACTOR. Services may include potable water, emergency power generation, satellite phones, temporary office space, ice, emergency fuel supplies, etc.

See attached H-GAC Standard Services Requested Checklist for ancillary services to be provided by the Contractor.

4.2 Debris Management Plan

If you have a debris management plan, please provide a copy of the plan along with the form.

4.3 Other

List any other information that you wish the pre-qualified vendors to know about your entity or the End User Service Area.

Contractor **must** have representative available at disaster center for **daily** update meetings regarding status of debris removal.

4.4 Requested Information

Please check the appropriate box below. The pre-qualified vendors will ONLY send the information that you request. Please read carefully.

- ☒ Copy of H-GAC Phase 1 – Request for Proposals (RFP)
- ☒ Copy of H-GAC Phase 1 – Evaluation Matrix
- ☒ Copy of H-GAC Phase 1 – Scoring Sheet
- ☒ Vendor Corporate Summary (Limit: 1 page)
- ☒ Vendor's list of all standing pre-event contracts (Limit: 1 page)
- ☒ Vendor's list of past clients/projects (Limit: 1 page)
- ☒ Vendor's list of training/educational services (Limit: 1 page)
- ☒ Yes, I will be requesting an oral interview with some or all vendors
- ☐ No, I do not wish to have any of the vendors contact our organization

05/15/2009

Deadline for vendors to submit information (enter date: MM/DD/YYYY)

5. Pricing Methodology

Prices provided by PROPOSERS in response to this RFP should be firm for the entire term of the contract. However, changes will be considered if accomplished by proper and sufficient documentation satisfactory to End User.

5.1 Limits of Price Adjustments – Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that CONTRACTOR'S actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2008 and the PPI issued for January each year. Price increases shall be limited to a maximum of 5% each year during the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discounted, or the titles or codes revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.

5.2 Approval of Price Changes – No price change will be allowed unless it has been reviewed and approved by End User in writing. CONTRACTOR must have received End User's written approval of any change prior to charging the new price or using it in any quotation prepared for an End User. End User will notify H-GAC of all price changes.

5.3 Right to Accept or Reject Price Change – All pricing shall remain in effect for the initial one-year term of the contract. If the contract term is extended, End User and CONTRACTOR will review unit process and make adjustments based upon documented increases in costs. End User reserves the right to accept or reject any price change request within thirty (30) days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

Name: _____

Signature: _____

Please return completed form to:

Cheryl Mergo, H-GAC Solid Waste Program Manager
Community and Environmental Planning Department
Houston-Galveston Area Council
P.O. Box 22777, Houston, TX 77227-2277

Contact information: cmergo@h-gac.com, 713.993.4520 desk or 713.993.4503 fax

Final Debris Breakdown Summary

Debris Collection - Project Status Report

Monday, April 27, 2009

Hidalgo County, Texas

Dolly | FEMA-1780-DR



Yards Collected vs. Remaining



■ Yards Collected ■ Yards Remaining

Collection Statistics (by TDSRS)

Cumulative - Project to Date

	Loads	Yards
DONNA LANDFILL	26	1,514
E LANDFILL	4	94
SAN JUAN	1	35
TDSRS 1	2367	106,474
TDSRS 2	4069	158,091
TDSRS 3	3258	142,040
TDSRS 4	2044	89,976
TDSRS 5	2873	140,620
Total	14642	638,844

Material Breakdown (CY)

Cumulative - Project to Date

Vegetative	89.%	568,665
Mixed	10.9%	69,883
C&D	0.%	297
Total		638,844

Estimated CYD:	645,000
Total Cumulative CY Collected:	638,844
Days Collected:	83
Average Load (CY):	44
Maximum Day (CY):	24,099
Average Day (CY):	7,791
Minimum Day (CY):	24
Average Load Percentage:	95

Summary Stats & Estimates

Hidalgo County Disasters (10 Year)

Hurricane Dolly (FEMA-1780-DR)

Declaration Date: July 24, 2008

Incident Type: Hurricane Dolly

Incident Period: July 22, 2008 – August 1, 2008

Hurricane Ike (FEMA-3294-EM)

Declaration Date: September 7, 2008

Incident Type: Hurricane Ike

Incident Period: September 7, 2008 – September 26, 2008

Hurricane Gustav (FEMA-3290-EM)

Declaration Date: August 29, 2008

Incident Type: Hurricane Gustav

Incident Period: August 27 - September 7, 2008

Texas Wildfires (FEMA-3284-EM)

Declaration Date: March 14, 2007

Incident Type: Wildfires

Incident Period: March 14, 2008

Hurricane Dean (FEMA-3277-EM)

Declaration Date: August 18, 2007

Incident Type: Hurricane Dean

Incident Period: August 17, 2007

Texas Severe Storms, Tornadoes, and Flooding (FEMA-1439-DR)

Declaration Date: November 5, 2002

Incident Type: Severe Storms, Tornadoes, and Flooding

Incident Period: October 24, 2002 – November 15, 2002

Hurricane Bret (FEMA-1287-DR)

Declaration Date: August 22, 1999

Incident Type: Hurricane Bret

Incident Period: August 22, 1999 – August 26, 1999



Disaster Debris Clearance and Removal Services

Standard Services Requested Checklist

End User: Hidalgo County, Texas

Contact Person: J.D. Salinas, III, Hidalgo County Judge

Phone: (956) 318-2600 Email: JD.Salinas@hidalgocountyjudge.com

Please mark the services you wish the debris hauler to include in pricing:	Yes or No
Emergency Road Clearance	Yes
Right of Way (ROW) Vegetative Debris Removal	Yes
ROW Construction and Demolition (C&D) Removal	Yes
Demolition, Removal, and Transport of Structures	Yes
Temporary Debris Storage and Reduction Sites (TDSRS) Management and Operations	Yes
Grinding (Reduction of Storm Generated Debris)	Yes
Incineration (Reduction of Storm Generated Debris)	Yes
Haul-Out of Reduction Debris to Final Disposal Site	Yes
Removal of Hazardous Leaning Trees and Hanging Limbs	Yes
Removal of Hazardous Stumps	Yes
Household Hazardous Waste Removal, Transport, and Disposal	Yes
Abandoned Vehicle Removal	Yes
Animal Carcass Removal and Disposal	Yes
ROW White Goods Debris Removal	Yes
Freon Removal	Yes
Asbestos Removal	Yes
Other:	
Other:	
Other:	
Other:	
Ancillary Services	
Emergency Ice and Water Delivery	Yes
Emergency Power Generation	Yes
Satellite Phones	No
Temporary Office Space	Yes
Emergency Fuel Supplies	Yes
Emergency Quarters and Hygiene Facilities	Yes
Other: Food Services (Portable Kitchens)	Yes
Other: Laptops with Internet Connection	Yes
Other: Water Pumping and Relocation	Yes
Other: Fuel Contract	Yes



Exhibit B

Request for Proposals
For
Disaster Debris Clearance and Removal Services

PROPOSAL NUMBER DR01-08

Proposal Deadline
October 11, 2007
1:00 p.m. CT

HGACBuy
Houston – Galveston Area Council
Cooperative Purchasing Program

HOUSTON-GALVESTON AREA COUNCIL
Request for Proposals
Disaster Debris Clearance and Removal Services

INTRODUCTION

HGACBuy, the cooperative purchasing program of the Houston Galveston Area Council (HGAC), is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years. As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals.

In an effort to streamline the procurement process for END USERS (i.e. Municipalities, Counties, School Districts, etc.) participating in HGACBuy; H-GAC has developed a comprehensive procurement process for Debris Removal Services. H-GAC's decision to pursue the development of a Debris Removal Services procurement program was based in large part on:

- H-GAC's ongoing commitment to assist END USERS in reducing costs and streamlining procurement processes through their government-to-government procurement services;
- Federal Emergency Management Agency's (FEMA) policy statements encouraging local governments to develop pre-event debris hauler contracts; and
- Discussions with FEMA Debris Policy Group regarding the recently issued Public Assistance Pilot Program; that offers a 5% increase in federal cost-share (not to exceed 100%) if, local governments meet the necessary requirements concerning debris management (i.e. Disposal Site Identification, Pre-event Contracts, and Debris Management Plan).

H-GAC has developed a two-phase comprehensive procurement process for Debris Removal Services. This program will provide END USERS with a procurement process based on the latest FEMA policies and Disaster Specific Guidance (DSG) to limit the entities exposure to potential non-reimbursement following a presidential disaster declaration.

The first phase of the procurement process will encompass all the typical aspects of Debris Removal contracting process, other than pricing. H-GAC will issue a RFP for Debris Monitoring Services to qualified firms interested in providing this service to an END USER.

The selection process will be designed to gather information regarding the firms experience and qualifications in the field; this may include the following criteria:

- Qualifications of the CONTRACTOR including recent debris removal experience;
- Documented knowledge of federal, state and local emergency agencies;
- Verifiable references for similar contracts;
- Qualifications and experience of key personnel and other staff;
- Financial resources and stability;
- Ability and capacity to perform;
- Technical ability;
- Project management and reporting systems;
- Equipment and SUB-CONTRACTOR resources; and
- Bonding capacities and insurance coverage.

The result of this phase of the procurement process is to develop a pool of “most qualified CONTRACTORS” who meet the minimum requirements of the selection process. Each contract (unless altered by END USERS in the final contract) will serve as a two year blanket contract. H-GAC reserves the right every two years to extend some contracts and terminate others depending on compliance with updated State and FEMA specifications and requirements, and according to the needs of H-GAC and potential END USERS.

Being selected to this pool of qualified CONTRACTORS does not guarantee the firm a contract with any END USER, only that they are now a vendor through H-GACBuy.org.

The second phase of the procurement process, which will continue throughout the duration of the contract term, focuses on the “procurement” of a disaster debris hauler service agreement with an END USER. This process begins when an END USER expresses interest in procuring debris hauling services to HGACBuy through a formal letter of interest/form. This letter/form, accompanied by a contract administration fee¹, will require that the END USER provide information regarding the unique attributes of the END USER service area and specialized requirements specific to the END USER. This may include, but not be limited to:

- Total population;
- Number of households;
- Distance from the gulf coast;
- Number of Temporary Debris Storage and Reduction Sites (TDSRS);
- Level of vegetation; and
- Number of commercial structures.

Once the letter has been accepted by H-GACBuy, the information will be submitted to the pool of pre-selected debris haulers to elicit prices for each of the rate categories. Based upon the data collected from the debris haulers, H-GACBuy will formally present the findings to the END USER for final selection.

The final contract awarded will be binding between the END USER and the Debris Hauler. The End User will then be invoiced for the appropriate HGACBuy administrative fee.

All aspects of the procurement process will be compliant with State Statutes and FEMA procurement and contracting recommendations.

The purpose of this request for proposals is to identify the CONTRACTOR best suited to assist END USERS in HGACBuy; with the debris removal process. The selected CONTRACTOR will work with the END USER directly, as authorized by inter-local agreements between H-GAC and member END USERS. H-GAC is seeking to enter into a two-year contract with the option to extend in two-year intervals up to a total of six years beginning January 2008. If extenuating circumstances exist, H-GAC reserves the right to extend the contract beyond six years if deemed necessary.

¹ The contract administrative flat fee will be used by H-GACBuy to recover the costs associated with the administration of the second phase of the Debris Hauling Program.

Section 1: RFP CALENDAR AND PROPOSAL SUBMITTAL

1.1 Submittal Deadline The deadline for the submittal of proposals is no later than October 11, 2007, at 1:00 p.m. CT.

1.2 Submittal Procedure

Six (6) copies of the proposal, including one clearly marked (1) original, signed in blue ink, are to be submitted in a sealed envelope or box clearly marked with the assigned Control Number located on the first page of the Request for Proposal (RFP) document to:

Hand Deliver/FedEx to:

OR

Mail to:

Cheryl Mergo, Solid Waste Program Manager
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027

Cheryl Mergo, Solid Waste Program Manager
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777

Those responding to this solicitation may elect to either mail or personally deliver their proposals to H-GAC offices. Failure to submit the required number of copies as stated above may result in disqualification from the proposal process. H-GAC will not accept any proposals delivered by telephonic, electronic or facsimile means.

The Submittal Form (Attachment A) shall also be included. The deadline for the submittal of proposals is no later than October 11, 2007, at 1:00 p.m. CT. H-GAC shall date-time all proposals upon receipt. Proposals received after this date and time will not be accepted. Respondents may submit their proposal to the H-GAC office any time prior to the deadline.

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

1.3 Calendar of Events for RFP Award Process

Issue Date: August 23, 2007

Pre-proposal Conference: September 13, 2007, 1:30 p.m. CT, Conf. Room C, HGAC offices

Proposal Responses Due: October 11, 2007, 1:00 p.m. CT

Board Award: November 20, 2007

Contract Start Date: January 1, 2008

****There will be no public proposal opening meeting.**

1.4 Pre-Proposal Conference

A Pre-Proposal Conference will be held at 1:30 p.m. CT, September 13, 2007, in H-GAC Conference Room C located at 3555 Timmons Lane, Second Floor, Houston, Texas 77027.

Interested PROPOSERS should plan to attend. It will be assumed that potential PROPOSERS attending this meeting have reviewed the RFP in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC. H-GAC requests that, as much as is practical, PROPOSERS submit all questions in advance in writing, via email or fax, prior to the Pre-Proposal Conference. **No additional questions regarding the RFP will be accepted after 5 p.m. cst on the day of the proposal meeting.** Questions submitted in advance should be sent to Cheryl Mergo, Solid Waste Program Manager, via email at Cheryl.mergo@h-gac.com or via fax at 713-993-4503. All questions and answers from the Pre-Proposal Conference will be compiled and provided to participating PROPOSERS, as well as posted on the H-GAC web site.

1.5 Term of Agreement

- 1.5.1 The initial term of this contract shall be for a period of two (2) years from the date of award.
- 1.5.2 The term of the initial contract will be January 1, 2008 to December 31, 2009.
- 1.5.3 H-GAC reserves the right, and the CONTRACTOR agrees; that the contract may be extended for up to two (2) additional twenty-four (24) month periods. Should H-GAC wish to exercise this right, it shall so notify the CONTRACTOR.
- 1.5.4 Notice of intent to renew will be given to the CONTRACTOR in writing by the Project Administrator, 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit H-GAC to a contract renewal).
- 1.5.5 In the event a contract is fully executed, the CONTRACTOR acknowledges and agrees that any service it provides to H-GAC and END USERS after the termination date of the Contract, will be deemed to be gratuitously provided, and H-GAC and END USERS shall have no obligation to pay for such services unless H-GAC approves an agreement to do so in its sole discretion.

1.6 Interpreting Specifications

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

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

1.7 Non-Responders to RFP

If unable to submit a proposal, please contact H-GAC in writing advising reason for not submitting proposal. Reasons for non-response to the RFP may be submitted to Cheryl Mergo at cheryl.mergo@h-gac.com.

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's option, pre-printed brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

2.1 Proposal Format

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity and completeness are important and essential. Proposals must include label tabs which identify the sections of the Proposal.

2.2 Letter of Transmittal

The letter of transmittal should be limited to one (1) page and should include:

1. A brief statement that the PROPOSER understands of the work to be done.
2. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the PROPOSER.
3. A statement that the person signing the transmittal letter is authorized to legally bind the PROPOSER; that the proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers, and that the proposal will comply with the requirements of this RFP.
4. A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendor's proposed offerings.

2.3 Title Page

The title page should include the RFP subject and RFP number, the name and address of the PROPOSER, and the date of the proposal.

2.4 Table of Contents

The contents should be identified by section, description, and page number.

2.5 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 H-GAC only to the extent that the deviations are determined as having offered a feature or component which meets or exceeds the specifications.

2.6 Trade Secret Information

In the event a PROPOSER submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets

to the extent provided by law.

2.7 Certificate of Registration

The selected 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.

2.8 Capabilities and Related Experience

Please provide a description of your organization's related experience and capabilities. Each PROPOSER must also provide a list of five (5) debris removal, reduction, and disposal operations in excess of 1,000,000 cubic yards and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, email address and phone number and description of project.

2.9 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.

2.10 Description of Work

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

Technical Proposal

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

- PROPOSER background, with specific detail to similar projects performed in excess of 1,000,000 cubic yards
- PROPOSER technical experience regarding large scale debris removal operations associated with hurricanes, storms, tornadoes or other natural or manmade disasters
- Organizational chart including proposed points of contact and a full-time project manager required to report to the END USER
- Training and professional experience (include all professional certifications)
- A list of existing contracts, particularly those within the State of Texas
- References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards)
- A list of sub-CONTRACTORS
- Provide a one to two page company profile to provide END USERS with a brief description of the firm, capabilities, experience, contact information, website, and additional resources.
- Detailed listing of CONTRACTOR'S equipment and resources
- A mobilization and operations plan
- Construction drawings for OSHA compliant temporary inspection towers

- Completed Bid Certification Form along with rate schedules on provided forms
- Anti-Collusion Statement
- 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.
- Spill and Fire Prevention Plan – PROPOSERS shall submit spill prevention and fire prevention plans tailored to on-site activities at the TDSRS site or facility.
- 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.
- Employee Training and Medical Monitoring– PROPOSERS shall submit a detailed training outline of each position involved in debris removal and TDSRS site operations.. PROPOSERS shall also submit information regarding employee medical monitoring requirements.
- 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.
- Third-Party Certification – PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

2.11 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 are met and a safety officer assigned to the project for the duration of this contract.

2.12 Generator Status and Indemnification

In order to protect H-GAC and END USERS 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 END USER'S HOUSEHOLD HAZARDOUS COLLECTION AND/OR DISPOSAL FACILITY.**

CONTRACTOR agrees to and shall defend, indemnify, and hold H-GAC, END USERS, their employees, officers, and legal representatives (collectively, "H-GAC/END USERS") 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', CONTRACTOR'S or SUB-CONTRACTORS' actual or alleged negligence or intentional acts or omissions;
2. H-GAC/END USERS' and CONTRACTOR'S actual or alleged concurrent negligence, whether CONTRACTOR is immune from liability or not; and

3. H-GAC/END USERS' 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 H-GAC /END USERS harmless during the term of this agreement and for four years after this agreement terminates. CONTRACTOR shall not indemnify H-GAC/END USERS for the H-GAC/END USERS' sole negligence.

2.13 Release

The CONTRACTOR, its predecessors, successors, and assigns hereby release, relinquish, and discharge the H-GAC/END USERS, its agents, employees, officers and legal representatives from any liability arising out of the H-GAC/END USERS' sole and/or concurrent negligence and/or the H-GAC/END USERS' 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.

2.14 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 H-GAC 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 H-GAC 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 H-GAC to suspend the Contract and for END USERS 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 H-GAC, 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 H-GAC, and that it shall give thirty (30) days written notice to H-GAC 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 nonrenewed 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 H-GAC, at its option, to terminate the Agreement at once. CONTRACTOR shall give written notice to H-GAC 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 H-GAC 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 H-GAC.

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 H-GAC 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.

2.15 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.

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 H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

3.3 Recycling and Waste Management Hierarchy

H-GAC 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. H-GAC 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 H-GAC and to arrange for the ultimate disposition of the wastes accordingly.

3.4 Non-Discrimination and Equal Opportunity

The CONTRACTOR agrees 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 H-GAC to assist Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses in learning how to do business with H-GAC. Further it is H-GAC's policy that these sources shall have the maximum feasible opportunity to compete. Successful CONTRACTOR agrees it will comply with this policy if accepted.

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 H-GAC 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 H-GAC.

3.8 Venue

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

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

3.9 Terms, Conditions and Exceptions

- 3.9.1 This RFP does not commit H-GAC to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 3.9.2 The proposals will become part of H-GAC's official files without any obligation on H-GAC's part. All responses shall be held confidential from all parties other than H-GAC until after the contract is awarded. Afterward, the proposals shall be available to the public.
- 3.9.3 H-GAC shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than H-GAC, 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 H-GAC (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 proposes 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, H-GAC 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 H-GAC.
- 3.9.8 H-GAC and the selected PROPOSER may negotiate a contract or contracts for submission to the H-GAC Board of Directors for consideration and approval. In the event an agreement cannot be reached with the selected PROPOSER, H-GAC reserves the right to select an alternative PROPOSER. H-GAC reserves the right to negotiate with the CONTRACTOR the exact terms and conditions of the contract.
- 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 H-GAC Project Administrator.
- 3.9.10 PROPOSERS are advised that all H-GAC 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

H-GAC 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 H-GAC determines that such termination is in the best interest of H-GAC and END USER 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 ("END USER") pursuant to the Contract and to the satisfaction of H-GAC's Executive Director or his designee whose name has not appeared on any prior invoice. Participating END USERS agree to pay the successful PROPOSER, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of END USER 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, H-GAC may consider the successful PROPOSER to be in default. In this event, H-GAC 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, H-GAC may issue a Termination Notice.

- 3.9.12 CONTRACTOR must promptly report to H-GAC 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 H-GAC 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 H-GAC reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.
- 3.9.15 H-GAC reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. H-GAC 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 H-GAC and/or END USERS 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 H-GAC, all at no additional cost or liability to H-GAC and/or END USER.
- 3.9.19 All disposal sites and treatment methods used by the CONTRACTOR shall be approved by END USER. Any changes in disposal site or treatment method without obtaining prior approval of END USER 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 H-GAC to perform planning services would not result in either a personal conflict of interest or an organizational conflict of interest.
- 3.9.21 H-GAC and/or END USER 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 END USER 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 H-GAC 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 Federal, State and local 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 Preaudit

Any contract resulting from this RFP process will be pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by a END USER 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 H-GAC 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 END USER 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 END USER 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 End Users

The END USER may choose to 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 End User Agreements entered into between CONTRACTOR and any END USER 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 End User Agreement with the END USERS pursuant to this Contract. Applicable H-GAC fees would be due and payable to H-GAC on any End User Agreements surviving termination of the Contract between H-GAC and CONTRACTOR.

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 H-GAC Board of Directors to authorized negotiation with top-ranked PROPOSERS. Grievances filed more than 10 days after action by H-GAC Board of Directors 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 Chief Financial Officer of H-GAC 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.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Financial Officer will initiate the informal resolution process.

The Procurement Officer or Departmental Director 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 Office Services Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Financial Officer immediately. The Chief Financial Officer 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 Chief Financial Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC 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 Executive Director.

The decision reached by the Executive Director 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 Executive Director to a Court of competent jurisdiction.

Section 4: OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidances and policies, and as directed by the END USER. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non burnable, 2) loading the debris, 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the CONTRACTOR by the END USER. It shall be the CONTRACTOR 'S responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the CONTRACTOR was issued a notice to proceed, unless otherwise directed by the END USER, in writing. This includes, but is not limited to:

The END USER will request the above mentioned information via the END USER request form that has been provided by H-GAC. The END USER request form will allow an entity to enter into an agreement with the CONTRACTOR regarding the END USERS specific needs concerning debris management activities.

1. Vegetative Debris

- a. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber and wood products.
- b. Remains of standing trees which are clearly damaged beyond salvage.

2. Construction and Demolition (C&D) Debris

- a. Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels.
- b. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- c. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- d. Metal debris, consisting of various thicknesses of corrugated metal and other thin sheet metal products.

4.1 Description of Designated Area

- 4.1.1 The designated area for debris removal is bounded by END USER limits and includes all public right-of-ways, easements, parks, debris staging areas within the areas of the entity. Roadways in municipalities within the END USER'S limits may assign debris removal responsibilities to the PROPOSER. Debris removal performed on these municipal roadways will be performed as identified by the END USER. The END USER may also authorize the PROPOSER to perform debris removal on NON-END USER roadways or other areas as directed in writing by the END USER.
- 4.1.2 All debris identified by the END USER shall be removed. The CONTRACTOR shall make up to two complete passes through the END USER's limits, removing all debris along each street Right-of-Way ("ROW"). It is at the END USER'S discretion to require a third pass to be performed by the CONTRACTOR. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the END USER or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized by the END USER, in writing.
- 4.1.3 CONTRACTOR shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all State, Local, and Federal regulations.
- 4.1.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.
- 4.1.5 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 TDSRS, unless approved in advance by the END USER.
- 4.1.6 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 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.
- 4.1.7 CONTRACTOR will provide an on-site Project Manager to the END USER. The Project Manager shall provide a telephone number to the END USER with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with END USER representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, LOCAL coordination, and damage repairs. Frequency of meetings may be adjusted by the END USER. PROPOSER Project Manager must be available 24

hours-day, or as required by the END USER.

4.1.8 The END USER may provide the CONTRACTOR with Temporary Debris Storage and Reduction Sites (TDSRS). The CONTRACTOR will be responsible for returning the TDSRS to its original condition, abiding by all State and Federal environmental regulatory requirements.

1. TDSRS location to be determined within the END USER service request form.
2. Once TDSRS locations are determined, the CONTRACTOR will be provided with address, GPS coordinates, and estimated acreage.
3. Based on the severity of the disaster, the END USER may task the CONTRACTOR with locating additional sites available as TDSRS.
4. The END USER 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 END USER. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. TDSRS 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 END USER.
5. Payment for disposal costs such as tipping fees incurred by the CONTRACTOR at permitted disposal facilities, or other END USER 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.

4.1.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.

4.1.10 The END USER reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

Section 5: SCOPE OF WORK

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 END USER roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the END USER shall be clear and passable within (70) seventy working hours of the issuance of a notice to proceed from the END USER to conduct emergency roadway clearance work. This may include roadways in municipalities within the END USER. Clearance of these roadways will be performed as identified by the END USER.

5.2 ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the END USER ROW to an END USER approved TDSRS or other designated disposal facility.

1. Vegetative debris existing in the END USER ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, END USER parks, alleys, END USER debris staging areas, and other areas as designated by the END USER.
2. For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of vegetative debris existing in the END USER will be performed as identified by the END USER.
4. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific Right-of-Entry ("ROE") legal and operational procedures.

5.3 ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the END USER ROW to a END USER approved TDSRS or other designated disposal facility.

1. C&D debris existing in the END USER ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, END USER parks, alleys, and END USER debris staging areas.
2. For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of C&D debris existing in the END USER ROW will be performed as identified by

the END USER.

5.4 Demolition, Removal, and Transport of Structures

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the END USER. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to an END USER approved TDSRS or other designated disposal facility.

1. Removal and transportation of demolished structures and scattered C&D debris on private property, will be performed as identified by the END USER.
2. Entry onto private property will only be permitted when directed by the END USER. The END USER will provide specific Right Of Entry (ROE) legal and operational procedures.
3. CONTRACTOR is required to strictly adhere to any and all Local, State, and Federal regulatory requirements for the demolition of structures.

5.5 TDSRS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate TDSRS for the acceptance, management, segregation, and staging of disaster related debris. TDSRS layout and ingress and egress plan must be approved by the END USER

1. The management of TDSRS includes assistance in obtaining necessary Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Debris at the TDSRS will be clearly segregated and managed according to the separately priced collection operations outlined in section 4, "Overview of Work of Scope Rate Schedule Items."
3. CONTRACTOR is responsible for providing TDSRS traffic control.
4. CONTRACTOR is responsible for providing TDSRS dust control.
5. CONTRACTOR is responsible for providing 24-hour site security.
6. CONTRACTOR shall provide a tower from which the END USER or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.
7. CONTRACTOR is responsible for operating the TDSRS in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.
8. Upon completion of haul-out activities, CONTRACTOR shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the COUNTY or its authorized representative.

5.6 Grinding (Reduction of Storm Generated Debris)

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

1. All un-reduced storm debris must be staged separately at the TDSRS.
2. PROPOSER must obtain approval to reduce C&D debris from END USER. If approved for reduction by END USER, C&D debris must be reduced via grinding in order for the END USER to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

5.7 Incineration (Reduction of Storm Generated Debris)

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

1. All un-reduced storm debris must be staged separately at the TDSRS.

5.8 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at an END USER approved TDSRS to a final disposal facility.

1. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

5.9 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees (12) twelve inches or greater in diameter, measured (3) three feet from the base of the tree or chest height and hanging limbs (2) two inches or greater in diameter existing in the END USER ROW. Further, debris generated from the removal of hazardous trees and hanging limbs (2) two inches or greater existing in the END USER ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 5.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than (12) inches in diameter, measured (3) three feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with 5.2. The END USER will not compensate the CONTRACTOR for leaning trees less than (12) twelve inches in diameter on a unit rate basis.

1. Removal and transportation of hazardous trees (12) twelve inches or greater in diameter and hanging limbs (2) two inches or greater in diameter existing in the END USER ROW and private property will be performed as identified by the END USER. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the CONTRACTOR, in writing, by the END USER. In order for leaning or hazardous trees

to be removed and eligible for reimbursement, the tree must satisfy a minimum of (1) one of the following requirements:

- a. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.
- b. The tree is dead, twisted, or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

5.10 Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous uprooted stumps (24) twenty-four inches or greater in diameter, measured (24) twenty-four inches from the base of the tree existing in the END USER ROW. Further, debris generated from the removal of uprooted stumps existing in the END USER ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 5.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Stumps measured (24) twenty-four inches from the base of the tree and less than (24) twenty-four inches in diameter will be considered normal vegetative debris and removed in accordance with 5.2. The END USER will not compensate hazardous stumps less than (24) twenty-four inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of 5.2.

1. Removal and transportation of hazardous uprooted stumps existing in the END USER ROW and private property will be performed as identified by the END USER. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR, in writing, by the END USER. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:

- a. Over 50% of the tree crown is damaged or broken and heartwood is exposed.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of 5.2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table).

The END USER or its representative will measure and certify all stumps before removal.

5.11 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW).

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 regulatory agencies.

5.12 Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the END USER. The removed vehicles will be hauled to an END USER approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. The removal, transportation, and disposal required for Abandoned Vehicle Removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.13 Animal Carcass Removal and Disposal

Under this contract, work shall consist of the removal of animal carcasses in areas identified and approved by the END USER. The carcasses will be hauled to an END USER approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. 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 regulatory agencies.

5.14 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of White Goods. White Goods containing refrigerants will be hauled to an END USER approved staging area where certified technicians will remove the refrigerants.

1. 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.

5.15 Freon Removal

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the END USER. The Freon containing items will be hauled to an END USER approved staging area under the terms and conditions of 5.14 and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

1. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.16 Asbestos Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of Asbestos.

1. The removal, transportation, and disposal of Asbestos includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.17 Use of Local Resources

As per the Robert T. Stafford Act and FEMA regulations, PROPOSER will be able to use his/her own SUB-CONTRACTOR resources to meet the obligations of the contract. It is expected that the Awarded CONTRACTOR will utilize at least 30% of SUB-CONTRACTORS are resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

5.18 Working Hours

Monday through Sunday, the Contract hours shall only be during daylight hours or as otherwise directed by the END USER. No work outside these hours shall be allowed unless approved in advance by the END USER.

5.19 Debris Site Tower Specifications

5.19.1 The CONTRACTOR shall provide a minimum of one tower at each dumpsite for the use of END USER representatives during their inspection of dumping operations. If ingress and egress of a TDSRS is of significant distance that the END USER or its representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum (8) eight feet by (8) eight feet of usable floor area, be covered by a roof with (2) two feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up (4) four feet on all (4) four sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense contemplated as part of the PROPOSER'S compensation under the terms and conditions of section 5.5.

5.19.2 The CONTRACTOR shall provide a minimum of one portable toilet at each dumpsite for the use of END USER representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the CONTRACTOR throughout the duration of dumping operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense contemplated as part of the CONTRACTOR'S compensation under the terms and conditions of section 5.5.

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

5.20 Equipment

5.20.1 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

5.20.2 Sideboards or other extensions to the bed are allowable provided they meet all

applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of (2) two inch by (6) six inch boards or greater and not to extend more than (2) two feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized END USER representatives prior to its use by the CONTRACTOR.

- 5.20.3 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 work area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.
- 5.20.4 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the END USER.
- 5.20.5 Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the END USER, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

5.21 Traffic Control

- 5.21.1 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.
- 5.21.2 CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
- 5.21.3 Highways, streets or parts of the work 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.
- 5.21.4 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out 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.
- 5.21.5 The expenses incurred by the CONTRACTOR for items 5.22.1 to 5.22.3 are compensated under the terms and conditions of section 5.5.

5.22 Damage To Public Or Private Property

- 5.22.1 CONTRACTOR is responsible for all damage, injury, or loss to any property.
- 5.22.2 CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means

determined to be necessary.

- 5.22.3 CONTRACTOR failure to restore damage to public or private property to the satisfaction of the END USER will result in the END USER withholding retainage money in an amount sufficient to make necessary repairs.

5.23 Existing Utilities

- 5.23.1 Some trees and debris which 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. CONTRACTOR shall pay all such costs to the utility company for any adjustments.
- 5.23.2 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.

5.24 Environmental Protection

- 5.24.1 All chemicals of whatever nature used during project construction or furnished for project operation must be state and federally certified. Their use and disposal of all residues shall be in strict compliance with instructions.
- 5.24.2 The CONTRACTOR shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the END USER. CONTRACTOR shall comply in a timely manner with all directions of the END USER regarding the use of a water truck or other approved dust abatement measures.
- 5.24.3 The CONTRACTOR shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection.

5.25 Documentation and Measurement

- 5.25.1 Prior to beginning any work, the END USER, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the END USER, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized END USER representative each time it returns to work from other contracts or communities.
- 5.25.2 CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain a valid driver's licenses and equipment legally fit for travel on the road.

5.25.3 The CONTRACTOR shall designate one project manager. The representative shall provide a telephone number to the END USER with which he or she can be reached throughout the duration of the project.

5.25.4 "Load tickets" will be provided by the END USER or its representative for recording volumes of debris removal.

1. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
2. Load tickets will be issued by an authorized representative of the END USER at the loading site. The END USER representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the END USER representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the END USER representative present at the dumpsite. The END USER representative will validate, enter the estimated debris quantity, and sign the tickets. The END USER will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.
3. The CONTRACTOR shall give written notice of the location for work scheduled 24 hours in advance.

5.26 END USER Responsibilities

END USER responsibilities will vary with each END USER depending on END USER needs and resources. The END USER, at a minimum, will be responsible for the following:

1. Coordination of collection activities with CONTRACTOR
2. END USER service request form
3. Identifying suitable temporary debris storage and reduction site activities
4. Promotion of debris management activities
5. Educational materials
6. Submittal of post-collection TDSRS data reports to TCEQ
7. Recruitment and coordination of volunteers
8. Coordination with local police, fire, EMS and other appropriate agencies
9. Provision of emergency contact information

Section 6: EVALUATION AND SELECTION PROCESS

1. Proposals will be evaluated by **H-GAC** using the following criteria:

- a. Proposal Requirements and Completeness of Proposal** **10 points**
- b. References, Experience, Reputation, Compliance** **25 points**
 - Experience and reputation in managing debris removal and disposal projects within Federal and State regulations and guidelines
 - Personnel experience and training
 - Financial stability
- c. Debris Management Services** **40 points**
 - Degree of H-GAC and END USER liability in proposed debris management methods
 - Breadth of service, number of END USER contract the CONTRACTOR can handle
 - Debris Management methods and commitment to H-GAC and END USER debris management preferences
 - Availability of preferred disposal methods, e.g. types of materials planned for reuse and recycling
 - Ability to ensure debris is collected, sorted, transported safely and reduced appropriately
 - Ability to serve a wide range of project types (i.e. permanent facility, one-day event, mobile collection unit) and community types (i.e. rural, urban, suburban)
- d. Responsiveness of Proposal** **25 points**
 - Demonstrated understanding of H-GAC and END USER needs
 - Demonstrated understanding of requirements of the RFP and Contract
 - Quality of proposal and impressions of response as it relates to project
 - Additional services, ideas or products that will benefit H-GAC and END USERS

- 2. There will be a total maximum score of 100 points. PROPOSERS who score 70 points or above will be eligible to receive an award. To meet the needs of **H-GAC** and Cooperative Purchasing Program Members, 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 requirements herein.
- 4. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response 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 **H-GAC's** opinion the information was intended to mislead regarding a requirement of the solicitation document.
- 6. During the evaluation process, **H-GAC** may require a Respondent's representative to answer

questions with regard to the proposal. Failure of Respondent to demonstrate that the claims made in its proposal are in fact 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		



SECTION C - H-GAC FORMS

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: _____

Title: _____

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form CIQ:	Conflict Of Interest Questionnaire

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except that additional lines may be inserted in **Form E** as necessary.

ALL completed *FORMS* must also be submitted electronically on CD-ROM, excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

Form CIQ: H-GAC is required to solicit and maintain on file a completed Form CIQ from all entities with which it does business. However, H-GAC does not provide interpretation of the law requiring the Form, nor advice or instruction as to completion of the Form. If Offeror has questions of that nature they should be directed to Offeror's legal counsel.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: _____

Invitation Title: _____

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ Manufacturer ☐ Dealer/Distributor ☐ OtherResponse Type(1): ☐ Offeror Acting Alone ☐ Joint Offering

Contract Signatory(2): _____ Title: _____

Mailing Address(3): _____

Physical Address: _____

Phone: _____ Fax: _____

Email Address: _____

Federal ID No.: _____ Web Page URL: _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____

Mailing Address: _____

Physical Address: _____

Toll Free Phone: _____ Fax: _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Invitation No.: _____

Title: _____

Offeror: _____

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is comitted to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relavant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By: _____

Title: _____

Date: _____

HUB Status Of Offeror☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other _____

Certifying/Listing Authority(s): _____

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST		Invitation No.: _____
Title: _____		
Offeror: _____		
This <i>FORM</i> is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. <u>Responses that do not comply with all requirements may be considered non-compliant.</u> Offeror's signatory must review each item below, and certify by initialing in the space to the right.		
This Response Includes:		Init.
1 An "Original" of all required <i>FORMS</i> and documents, plus one copy, each in a separate hard-sided 3-ring binder.		
2 A completed electronic copy of all Forms , and any other documents as may be so required, on CD-Rom.		
3 The required list of References .		
4 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.		
5 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.		
6 Employee Training and Medical Monitoring - PROPOSERS shall submit a detailed training outline of each position involved in debris removal and TDSRS operations. PROPOSERS shall also submit information regarding employee medical monitoring requirements.		
7 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.		
8 Third-Party Certification - PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.		
9 References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards).		
10 Form CIQ completed and signed.		
11 A Bid/Proposal Bond or Cashier's Check in the amount of \$3000 (<u>not a percentage bond</u>).		N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

[1] Name of person doing business with local governmental entity.

[2] ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

[3] Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

[4] Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.



Exhibit C



Debris Removal Contractor

Primary
Awarded Vendor

Phillips & Jordan

RESPONSE
&
PROPOSAL INFORMATION

H-GAC Standard Pricing Worksheet

Date: 7/13/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE					
		CERES Environmental		DRC	
		Unit Price	Total	Unit Price	Total
1.	ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.	Estimated CY			
		142,500	\$7.49	\$1,067,325.00	\$6.89
2.	ROW C&D Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible C&D debris on the ROW to an approved TDSRS or other designated disposal facility.	Estimated CY			
		47,500	\$7.24	\$343,900.00	\$8.09
3.	Demolition, Removal and Transport of Eligible Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish structures on private property.	Estimated CY			
		100	\$24.99	\$2,499.00	\$10.19
4.	TDSR Management and Operations Work consists of the management and operation of TDSRS for acceptance, management, segregation, and staging of disaster related debris.	Estimated CY			
		190,000	\$0.79	\$150,100.00	\$1.20
5.	Reduction of Storm Generated Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	Estimated CY			
		95,000	\$1.48	\$141,550.00	\$1.80
6.	Reduction of Storm Generated Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	Estimated CY			
		47,500	\$1.42	\$67,450.00	\$0.99
7.	Reduction of Storm Generated Debris Through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.	Estimated CY			
		47,500	\$1.37	\$65,075.00	\$0.79
8.	Haul-out of Reduced Debris to Final Disposal Site Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.	Estimated CY			
		27,550	\$3.75	\$103,312.50	\$3.99
TOTAL					
			\$3.75	\$103,312.50	\$3.99
				\$88,711.00	\$109,924.50

Notes:
[Enter notes as applicable or Ensal]

H-GAC Standard Pricing Worksheet

Date: 7/13/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

9. Removal of Eligible Hazardous Leaning Trees and Hanging Limbs Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	6 inch to 12 inch diameter	9	\$125.00	\$1,125.00	\$100.00	\$400.00	\$48.00	\$432.00
	13 inch to 24 inch diameter	17	\$150.00	\$2,550.00	\$250.00	\$4,250.00	\$72.00	\$1,224.00
	25 inch to 36 inch diameter	8	\$175.00	\$1,400.00	\$350.00	\$2,800.00	\$96.00	\$768.00
	37 inch to 48 inch diameter	1	\$450.00	\$450.00	\$850.00	\$450.00	\$96.00	\$96.00
	49 inch and larger diameter	0	\$600.00	\$0.00	\$1,250.00	\$0.00	\$0.00	\$0.00
	Hanger Removal (per Tree)	1,414	\$49.00	\$69,286.00	\$67.00	\$34,738.20	\$36.00	\$50,904.00
10. Removal of Eligible Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.	24 inch to 36 inch diameter	4	\$500.00	\$2,000.00	\$450.00	\$1,800.00	\$120.00	\$480.00
	37 inch to 48 inch diameter	0	\$750.00	\$0.00	\$550.00	\$0.00	\$0.00	\$0.00
	49 inch and larger diameter	0	\$900.00	\$0.00	\$850.00	\$0.00	\$0.00	\$0.00
	Abandoned Eligible Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Estimated Units						
11. Abandoned Eligible Vessel Removal Work consists of the removal of abandoned vessels in areas identified and approved by the applicant and subsequently transported to an approved staging area.		50	\$295.00	\$14,750.00	\$189.00	\$9,450.00	\$175.00	\$8,750.00
	Estimated Units							
12. Eligible Animal Carcass Removal and Disposal Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.		50	\$500.00	\$25,000.00	\$500.00	\$25,000.00	\$175.00	\$8,750.00
	Estimated Units							
13. ROW White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for removal, transportation, and disposal of eligible White Goods.		100	\$200.00	\$20,000.00	\$50.00	\$5,000.00	\$45.00	\$4,500.00
	Estimated CY							
14. Freon Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.		100	\$60.00	\$6,000.00	\$40.00	\$4,000.00	\$15.00	\$1,500.00
	Estimated CY							
Total Estimated Contract Price		25	\$90.00	\$2,250.00	\$25.00	\$625.00	\$40.00	\$1,000.00
				\$2,086,022.50		\$2,108,010.00		\$2,085,747.50

Notes:
[Enter notes as applicable or Error]

H-GAC Standard Pricing Worksheet

Date: 7/30/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

		To Be Completed By Vendor ▼	To Be Completed By End User ▼		
1. ROW Vegetative Debris Removal (Collect & Haul)	Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.				
		\$ Per Cubic Yard	Estimated CY	Total	
		\$ 6.89	142,500	\$	981,825.00
2. ROW C&D Debris Removal (Collect & Haul)	Work consists of collection and transportation of eligible C&D debris on the ROW to an approved TDSRS or other designated disposal facility.				
		\$ Per Cubic Yard	Estimated CY	Total	
		\$ 8.99	47,500	\$	427,025.00
3. Demolition, Removal and Transport of Eligible Structures	Work consists of all labor, equipment, fuel, and associated costs necessary to demolish structures on private property.				
		\$ Per Cubic Yard	Estimated CY	Total	
		\$ 10.19	100	\$	1,019.00
4. TDSR Management and Operations	Work consists of the management and operation of TDSRS for acceptance, management, segregation, and staging of disaster related debris.				
		\$ Per Cubic Yard	Estimated CY	Total	
		\$ 1.20	190,000	\$	228,000.00
5. Reduction of Storm Generated Debris Through Grinding	Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.				
		\$ Per Cubic Yard	Estimated CY	Total	
		\$ 1.80	95,000	\$	171,000.00
6. Reduction of Storm Generated Debris Through Air Curtain Incineration	Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.				
		\$ Per Cubic Yard	Estimated CY	Total	
		\$ 0.99	47,500	\$	47,025.00
7. Reduction of Storm Generated Debris Through Controlled Open Burning	Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.				
		\$ Per Cubic Yard	Estimated CY	Total	
		\$ 0.79	47,500	\$	37,525.00
8. Haul-out of Reduced Debris to Final Disposal Site	Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.				
		\$ Per Cubic Yard	Estimated CY	Total	
		\$ 3.99	27,550	\$	109,924.50

Notes:
[Enter notes as applicable or Erase]

Contractor | EU Client

H-GAC Standard Pricing Worksheet

End User: [Enter Client Name]

Date: 7/30/2009

H-GAC Standard Pricing Worksheet

Date: 7/30/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

To be Completed By:
 Vendor:
 End Page: 3

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)				
	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	\$ Per Tree	Estimated Trees	Total
	6 inch to 12 inch diameter	\$48.00	9	\$432.00
	13 inch to 24 inch diameter	\$72.00	17	\$1,224.00
	25 inch to 36 inch diameter	\$96.00	8	\$768.00
	37 inch to 48 inch diameter	\$96.00	1	\$96.00
	49 inch and larger diameter	\$0.00	0	\$0.00
	Hanger Removal (per Tree)	\$36.00	1,414	\$50,904.00
	Removal of Eligible Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.	\$ Per Stump	Estimated Stumps	Total
	24 inch to 36 inch diameter	\$120.00	4	\$480.00
	37 inch to 48 inch diameter	\$0.00	0	\$0.00
	49 inch and larger diameter	\$0.00	0	\$0.00
	Abandoned Eligible Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units	Total
		\$175.00	50	\$8,750.00
	Abandoned Eligible Vessel Removal Work consists of the removal of abandoned vessels in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units	Total
		\$175.00	50	\$8,750.00
	Eligible Animal Carcass Removal and Disposal Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit	Estimated Units	Total
		\$65.00	100	\$6,500.00
	ROW White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for removal, transportation, and disposal of eligible White Goods.	\$ Per Cubic Yard	Estimated CY	Total
		\$35.00	100	\$3,500.00
	Freon Removal (Collect & Haul)			

Date: 7/30/2009

\$1,000.00	\$5,747.50	an, INC

End User Worksheet - Hurricane Debris

Households	3,333	If household data is not available, please divide the population estimate for the jurisdiction by 3 to estimate the number of households.
Storm Category	3	Please choose Hurricane Category 1-5
Vegetative Cover	Heavy	Please refer to the End User Survey for this value.
Commercial/Industrial Density	Medium	Please refer to the End User Survey for this value.
Storm Perception Characteristic	Medium	For a "worst case scenario" estimate, please choose "heavy"

Demolition of Structures	100	Please enter values in multiples of 100
Vehicle Removals	50	Please enter values in multiples of 50
Vessel Removals	50	Please enter values in multiples of 50
Animal Carcass	100	Please enter values in multiples of 100
White Goods	1,000	Please enter values in multiples of 50

Enter very conservative estimates for the items listed above. If a listed item is not relevant for the end user enter 0. For example, if the end user does not have a high concentration of water vessels then enter 0. All estimates entered above should be based on the applicability to the end user. If the end user determines that the multiples referenced above are not applicable to the end user then enter a conservative estimate.

Disaster Recovery Equipment and Labor Rates
Hidalgo County, Texas

Item / Description	Hourly Price
1.0 JD 544 Wheel Loader with debris grapple	\$ 105.00
2.0 JD 644 Wheel Loader with debris grapple	\$ 115.00
3.0 Extendaboom Forklift with debris grapple	\$ 115.00
4.0 753 Bobcat Skid Steer Loader with debris grapple	\$ 85.00
5.0 753 Bobcat Skid Steer Loader with bucket	\$ 85.00
6.0 753 Bobcat Skid Steer Loader with street sweeper	\$ 85.00
7.0 30-50 H Farm Tractor with box blade or rake	\$ 65.00
8.0 2 - 21/2 cu. yd. Articulated Loader with bucket	\$ 105.00
9.0 3 – 4 cu. yd. Articulated Loader with bucket	\$ 115.00
10.0 JD 648E Log Skidder, or equivalent	\$ 125.00
11.0 CAT D4 Dozer	\$ 95.00
12.0 CAT D5 Dozer	\$ 105.00
13.0 CAT D6 Dozer	\$ 110.00
14.0 CAT D7 Dozer	\$ 115.00
15.0 CAT D8 Dozer	\$ 120.00
16.0 CAT 125 – 140 HP Motor Grader	\$ 155.00
17.0 JD 690 Trackhoe with debris grapple	\$ 110.00
18.0 JD 690 Trackhoe with bucket & thumb	\$ 120.00
19.0 Rubber Tired Excavator with debris grapple	\$ 120.00
20.0 JD 310 Rubber Tired Backhoe with bucket & hoe	\$ 105.00
21.0 Rubber Tired Excavator with debris grapple	\$ 120.00
22.0 210 Prentiss Knuckleboom with debris grapple	\$ 175.00
23.0 CAT 623 Self-Loader Scraper	\$ 250.00
24.0 Hand-Fed Debris Chipper	\$ 35.00
25.0 300 – 400 HP Tub Grinder	\$ 300.00
26.0 800 – 1,000 HP Tub Grinder	\$ 400.00
27.0 30 Ton Crane	\$ 360.00
28.0 50 Ton Crane	\$ 560.00
29.0 100 Ton Crane (8 hour minimum)	\$ 900.00
30.0 40 – 60' Bucket Truck	\$ 160.00
31.0 Greater Than 60' Bucket Truck	\$ 180.00
32.0 Fuel / Service Truck	\$ 80.00
33.0 Water Truck	\$ 80.00
34.0 Portable Light Plant	\$ 18.00
35.0 Lowboy Trailer with Tractor	\$ 125.00
36.0 Flatbed Truck	\$ 48.00
37.0 Pick-up Truck (unmanned)	\$ 15.00
38.0 Self-Loading Dump Truck with debris grapple	\$ 175.00
39.0 Single Axle Dump Truck, 5 – 12 cu. yd.	\$ 65.00
40.0 Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 70.00
41.0 Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 78.00
42.0 Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 90.00

Disaster Recovery Equipment and Labor Rates
Hidalgo County, Texas

Item / Description	Hourly Price
43.0 Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 105.00
44.0 Power Screen	\$ 175.00
45.0 Stacking Conveyor	\$ 60.00
46.0 Chainsaw	\$ 6.50
47.0 Air Curtain Incinerator, self-contained	\$ 85.00
48.0 Temporary Office Trailer	\$ 30.00
49.0 Mobile Command and Communications Trailer	\$ 60.00
50.0 Laborer, with small hand tools, and Traffic Control Flagperson	\$ 36.00
51.0 Skilled Sawman	\$ 48.00
52.0 Crew Foreman with cell phone	\$ 78.00
53.0 Operations Manager with cell phone	\$ 96.00
54.0 Tree Climber w/gear	\$ 68.00
55.0 Off road truck	\$ 125.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.

Corporate Summary



Phillips and Jordan, Inc. Summary and Services Available

Hidalgo County seeks to build a partnership with a company who will provide the most highly responsive and effectively managed disaster recovery services at a fair price.

When a natural or man made disaster strikes, Hidalgo County will realize the most cost effective recovery through the immediate and efficient response from Phillips and Jordan's (P&J) Disaster Recovery Group.

No other firm can offer the experience and scope of resources available to P&J. We are on site faster and our proven disaster recovery management practices allow us to complete the job more quickly while at the same time ensuring accurate record keeping that will allow for maximum reimbursement to the jurisdiction from government agencies.

A partnership between Hidalgo County and P&J ensures the availability of the highest level of disaster recovery services, maximum reimbursement and shorter overall time on site. All of these factors contribute to the most cost effective solution.

P&J has carefully studied the goals and requirements of your RFP and we have developed an understanding of your needs and expectations concerning this initiative. We understand your mission and see the following factors as most important to Hidalgo County:

- Up Front disaster preparedness and response planning
- Mobilization of resources and Provision of Disaster Recovery Services and Collateral Activities
- Accurate preparation and complete follow through of documentation required for government reimbursement to affected localities

P&J is the firm best qualified to help you achieve these goals. We have been delivering Disaster Recovery Services since the 1970's. We were tasked by the Corps of Engineers to manage the Forensic Recovery Operation at the Staten Island Landfill after the September 11, 2001 terrorist attack on the World Trade Center. We provided Disaster Recovery Services to multiple jurisdictions throughout Louisiana, Alabama and Florida after hurricanes Katrina, Rita and during the hurricane season of 2005.

Mobilization of Resources and Disaster Recovery Services

P&J excels in providing rapid and multiple complex disaster recovery responses while maintaining the highest safety standards in the industry. P&J will always complete the project. Our mobilization procedures have been honed over thirty years of disaster recovery services. P&J mobilization activity begins as soon as a severe weather system approaches with notification to our primary and specialty subcontractors to begin preparations to respond.

Our preparation, planning and disaster recovery management practices ensure that resources are onsite and operational as soon as safety standards permit the initiation of operations.

Documentation for Reimbursement

P&J will work with the jurisdiction before, during, and after a disaster event to ensure proper reimbursements. P&J always can be depended upon to be honest, fair, and to do the right thing.

P&J has developed a system of project controls specific to disaster recovery projects. The purpose of these controls is to accumulate the documentation necessary to substantiate the location, type, and quantity of services provided. This documentation forms the foundation for assisting our customers in recovering reimbursable costs from government agencies.

P&J has a high level of success regarding our disaster recovery clients every dollar of reimbursement that is available to them.

Summary

Natural and man made disaster brings incredible risk to public safety. Hidalgo County wants swift complete resolution to these risks in the event of a disaster. As the nations leading provider of Disaster Recovery services P&J will minimize risk by quickly, safely and efficiently removing and processing debris.

With our experience in disaster recovery, or strong stockpile of equipment and trained staff and our extensive network for exceptionally qualified subcontractors P&J offers the most effective and cost effective solution to Hidalgo County.

This proposal is in all respects fair and in good faith without collusion and fraud and the signer of this proposal has the authority to bind Phillips and Jordan Inc.

Edd Satterfield

Assistant Vice President
Phillips and Jordan, Inc

Current Pre-Position Contracts



Jurisdiction/Agency	Expiration Date
Federal:	
United States Army Corps of Engineers (USACE)	April 30, 2013
Alabama:	
Mobile	November 19, 2010
Orange Beach	June 18, 2009
Connecticut:	
Connecticut	June 30, 2011
Florida:	
Atlantis	June 13, 2010
Belleair	August 21, 2009
Boynton Beach	June 13, 2010
Briny Breezes	June 25, 2009
Cloud Lake	June 13, 2010
Collier County	June 13, 2009
Dade City, Department of Public Works	August 21, 2009
Daytona Beach	July 26, 2011
DeLand	August 30, 2009
Deltona	August 30, 2009
Escambia County	September 6, 2009
Glen Ridge	June 13, 2010
Hernando County	July 23, 2010
Highland Beach	June 13, 2010
Hillsborough County	July 31, 2009
Lake Clarke Shores	June 13, 2010
Lake Worth	June 13, 2010
Lee County School District	August 14, 2009
Manatee County	May 19, 2009
Magnolia Park	June 13, 2010
Miami Beach	July 31, 2010
Miramar	2010
New Port Richey	August 21, 2009
North Palm Beach	June 13, 2010
Orlando	May 30, 2009
Ormond Beach	October 16, 2009
Pahokee	June 13, 2010
Palm Beach County SWA	June 13, 2010
Palm Beach Gardens	July 20, 2011
Palm Beach Shores	June 13, 2010
Palm Coast	June 19, 2010
Pasco County	August 21, 2009
Pinellas County	June 14, 2009
Saint Leo	August 21, 2009
San Antonio	August 21, 2009
Sarasota County	June 6, 2009
Seminole	June 14, 2009
SFWMD	September 30, 2010
South Daytona	July 26, 2011
South Palm Beach	June 13, 2010
St. Johns County	August 24, 2010
St. Lucie County School District	Perpetual
Volusia County (Large Event)	July 26, 2011
Wellington	September 25, 2010
Zephyrhills	August 21, 2009
Georgia:	
Tybee Island	June 1, 2009
Louisiana:	
Acadia Parish Police Jury	June 13, 2010
Crowley	
Jefferson Parish (Stump)	June 24, 2010
Maryland:	
Montgomery County	February 10, 2013
St. Mary's County	October 31, 2009
North Carolina:	
Bald Head Island (Sand)	June 30, 2009

Jurisdiction/Agency	Expiration Date
Boiling Springs Lake	September 13, 2010
Charlotte	September 30, 2009
Four Oaks	May 1, 2011
Johnston County	May 1, 2011
Kenly	May 1, 2011
Ocean Isle Beach	June 13, 2010
Pine Level	May 1, 2011
Princeton	May 1, 2011
Selma	May 1, 2011
Smithfield	May 1, 2011
Wake County	November 30, 2010
Wilmington (Push)	June 30, 2009
South Carolina:	
Beaufort-Jasper Water & Sewer Authority	May 31, 2009
Belfair POA	June 1, 2011
Berkeley Hall Club, Inc. POA	October 19, 2011
Briarcliffe Acres	July 31, 2010
Callawassie Island POA	August 5, 2013
Charleston County (70 Hour Push)	June 8, 2009
Chinaberry Ridge POA	August 17, 2011
Colleton River Plantation Club POA	October 19, 2011
Crescent POA	August 17, 2011
Dataw Island Club POA	January 31, 2011
Dataw Island Owners Association	January 31, 2010
Fripp Island POA	October 20, 2011
Greenville County	August 18, 2009
Harbor Island Owners Association	March 4, 2012
Hidden Lakes	August 17, 2011
Hilton Head Plantation POA	September 14, 2010
Horry County SWA	February 6, 2012
Indigo Run POA	November 8, 2010
Kiawah Island	August 31, 2013
Kiawah Island Community Association	December 31, 2009
Leamington POA	August 17, 2011
North Myrtle Beach	February 6, 2012
Oldfield LLC POA	August 28, 2011
Palmetto Bluff POA	August 29, 2011
Palmetto Dunes POA	May 31, 2011
Palmetto Hall Plantation POA	October 30, 2010
Port Royal Plantation	December 12, 2011
Sea Pines Plantation POA	September 29, 2010
Seabrook Island POA	February 10, 2011
Shipyard Plantation POA	November 1, 2010
Spring Island Club	June 24, 2012
Sun City Hilton POA	October 24, 2011
Wexford PHA	August 21, 2011
Windmill Harbour POA	August 13, 2010
Texas:	
Galveston County	April 24, 2012
Virginia:	
Fairfax	June 30, 2010
Southeastern Public Service Authority	March 31, 2013
Virginia Peninsulas Public Service Authority	April 3, 2013
Virginia State	August 31, 2011

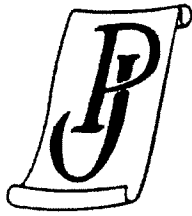
Year	Customer	Contact Name	Phone Number	Description	Amount
2004	Collier County Solid Waste Authority	Joe Bellone	239-417-8028	Collier County	\$ 313,215
2004	Century Realty Funds	Mark Schreiber	863-299-8583	Tower Lake	\$ 30,367
2004	Solid Waste Authority of Palm Beach County	John Archambo	561-315-2010	SWA PBC	\$ 27,118,941
2004	Town of Palm Beach	Eric Brown	561-838-5440	Town of PB	\$ 1,602,919
2004	Town of Lantana	John Marchuck	561-718-2155	Town of Lantana	\$ 163,352
2004	City of Atlantis	Mo Thornton	561-965-1744	City of Atlantis	\$ 129,888
2004	City of South Bay	Tony Smith	561-998-8751	City of South Bay	\$ 61,343
2004	City of Pahokee	Ken Schenck	561-924-5534	City of Pahokee	\$ 398,284
2004	PBS&J	Scott Lawson	407-806-4528	Okeechobee	\$ 2,441,662
2004	USACE Mobile Area Office	Ben Lackey	910-612-8451	USACE AL	\$ 54,837,051
2004	City of Clearwater	William B. Horne II	727-562-4040	City of Clearwater	\$ 371,778
2004	City of Dunedin	Charles Ankney	727-298-3000	City of Dunedin	\$ 374,991
2004	Pinellas Co.	Robert Warren	727-464-8900	Pinellas Co.	\$ 4,490,926
2004	City of Largo	PW Director	727-587-8727	City of Largo	\$ 524,276
2004	City of Newport News	Steve Meyer	757-928-8033	Newport News Dear Park	\$ 30,000
2004	NRCS - LA State Office	Charles Phillips	318-473-7796	LA Watershead Protection	\$ 642,675
2004	City of Orlando	David Metzker	407-248-2268	Orlando	\$ 3,657,198
2004	City of Weston	Paul Winkeljohn	954-385-2000	City of Weston	\$ 98,092
2004	Brunswick Co., NC	Randy Thompson	910-253-4376	Brunswick Co.	\$ 149,850
2004	City of Daytona Beach	Stan Lemke	386-671-8600	City of Daytona	\$ 2,847,723
2004	City of New Smyrna Beach	Rob Cuthbert	941-749-3014	New Smyrna Beach	\$ 2,588,883
2004	Volusia County Schools	Charlie Graves	386-527-8021	Volusia Co. Schools	\$ 491,600
2004	City of Loris, SC	Mike Burkhold	843-756-4004	Loris, SC	\$ 22,125
2004	Town of Aynor, SC	City Mayor	843-358-8231	Aynor, SC	\$ 21,542
2004	Town of Mt. Pleasant, SC	Eric Demoura	843-849-2060	Mt. Pleasant, SC	\$ 310,264
2004	Isle of Palms, SC	Donnie Pitts	843-888-8958	Isle of Palms, SC	\$ 50,107
2004	Santee Cooper	Danny Wright	843-781-4050	Santee Cooper	\$ 67,083
2004	City of Boynton Beach	Tom Baffe	561-742-6000	Boynton Beach	\$ 693,823
2004	Town of S. Palm Beach	Rex Taylor	561-588-8889	Town of S Palm Beach	\$ 2,282
2005	Escambia Board of County Commissioners	Paul Nobles	850-595-4980	Escambia County	\$ 7,045,463
2005	Brevard County Board of Comm.	Peggy Busacca	321-633-2044	Brevard Co	\$ 3,968,482
2005	Ranger Construction Ind. - FTP	Dave Shula	772-464-8480	Ranger	\$ 70,053
2005	Hubbard Construction Co. - WPB	Tom Zeaser	407-645-5500	Hubbard Const.	\$ 30,264
2005	City of Winter Springs, FL	Zynke Perez	407-327-5977	Winter Springs	\$ 114,500
2005	State of CA DOT	Hamid Arjomand	909-789-3108	CalTrans	\$ 270,592
2005	County of San Diego, CA	Susan Quasarano	858-495-5477	Whispering Pines	\$ 228,000
2005	County of San Diego, CA	Susan Quasarano	858-495-5477	Kentwood	\$ 2,190,000
2005	County of San Diego, CA	Susan Quasarano	858-495-5477	Sunrise Hwy.	\$ 145,000
2005	County of San Diego, CA	Susan Quasarano	858-495-5477	Harrison CA	\$ 3,095,000
2005	County of San Diego, CA	Susan Quasarano	858-495-5477	Eagle Peak Rd	\$ 29,328
2005	County of San Diego, CA	Susan Quasarano	858-495-5477	Cuyamaca State Park	\$ 996,000
2005	City of Gulf Shores	Charles D. Hamilton	251-988-2425	City of Gulf Shores	\$ 388,088
2005	USACE	Jim Barr	601-631-5951	NO Levee	\$ 4,028,271
2005	USACE Mobile Area Office	David Cartmill	251-401-4256	USACE AL	\$ 44,827,834
2005	Washington Parish, LA	Leo Lucchesi	985-839-7826	Washington Parish Deb. Rem	\$ 17,860
2005	City of Gulfport	John Hoyle	850-476-1653	City of Gulfport	\$ 39,032,987
2005	AL Department of Conservation	Barnett Lawley	334-242-3486	AL NR Water Debris Rem	\$ 4,069,305
2005	City of Coral Springs	Don Saunders	954-344-1184	Coral Springs	\$ 10,345,174
2005	Solid Waste Authority of Palm Beach County	John Archambo	561-315-2010	SWA PBC	\$ 37,045,999
2005	City of Atlantis	Mo Thornton	561-965-1744	City of Atlantis	\$ 151,090
2005	City of Boynton Beach	Larry Quinn	561-742-8200	City of Boynton Beach	\$ 1,147,378
2005	Town of Lantana	John Marchuck	561-718-2155	Town of Lantana	\$ 159,055
2005	City of Weston	John R. Flint	954-385-2000	City of Weston	\$ 329,505
2005	City of South Bay	Tony Smith	561-998-8751	City of South Bay	\$ 164,348
2005	City of Pahokee	Ken Schenck	561-924-5534	City of Pahokee	\$ 252,861
2005	City of Highland Beach	Sue Gray	954-582-9509	City of Highland Beach	\$ 70,890
2005	Sugar Cane Growers Co-Op	Roger King	561-996-5556	Sugar Can CoOp	\$ 80,000
2005	FL Crystals Corp.	Tony Chinchilla	561-833-4173	Okeelanta 1	\$ 156,300
2005	FL Crystals Corp.	Tony Chinchilla	561-833-4173	Okeelanta 2	\$ 30,000
2005	USACE Memphis District	Jean Todd	901-544-3117	USACE NO Katrina/Rita***	\$ 730,247,777
2006	City of New York	Frank Rendina	212-323-1726	City of New York **	\$ 9,500,000
2006	County of San Diego, CA	Susan Quasarano	858-495-5477	Kentwood/Julian	\$ 3,039,495
2006	County of San Diego, CA	Susan Quasarano	858-495-5477	Harrison Park	\$ 122,028
2006	County of San Diego, CA	Susan Quasarano	858-495-5477	Cuyamaca Woods	\$ 2,527,724
2006	County of San Diego, CA	Susan Quasarano	858-495-5477	Tree Removal	\$ 1,210,813
2006	City of Coral Springs	Don Saunders	954-344-1184	Butler Farms	\$ 486,211
2006	City of Buffalo	Steven Stepniak	716-851-5623	Buffalo, NY	\$ 11,042,925
2006	City of Lackawanna	Thomas N. Love	716-824-6087	Lackawanna	\$ 802,165
2007	County of San Diego, CA **	Susan Quasarano	858-495-5477	Palomar Outlying Areas	\$ 889,990
2007	County of San Diego, CA **	Susan Quasarano	858-495-5477	RFB2130	\$ 64,805
2007	City of Muskogee	Mike Stewart	918-684-6330	Muskogee	\$ 5,677,354
2008	City of Versailles, MO	Mayor Silvey	573-378-4634	Storm Debris Removal	\$ 55,000

End User Worksheet - Hurricane Debris

Households	3,333	If household data is not available, please divide the population estimate for the jurisdiction by 3 to estimate the number of households.
Storm Category	3	Please choose Hurricane Category 1-5
Vegetative Cover	Heavy	Please refer to the End User Survey for this value.
Commercial/Industrial Density	Medium	Please refer to the End User Survey for this value.
Storm Percipitation Characteristic	Medium	For a "worst case scenario" estimate, please choose "heavy"

Demolition of Structures	100	Please enter values in multiples of 100
Vehicle Removals	50	Please enter values in multiples of 50
Vessel Removals	50	Please enter values in multiples of 50
Animal Carcass	100	Please enter values in multiples of 100
White Goods	1,000	Please enter values in multiples of 50

Enter very conservative estimates for the items listed above. If a listed item is not relevant for the end user enter 0. For example, if the end user does not have a high concentration of water vessels then enter 0. All estimates entered above should be based on the applicability to the end user. If the end user determines that the multiples referenced above are not applicable to the end user then enter a conservative estimate.



Phillips and Jordan, Inc.

John D. Lawrence
Phone: 865-219-7306
Fax: 865-219-7387
Email: johnl@pandj.com

To: Hidalgo County
From: John D. Lawrence
RE: Audited Financial Statements
Date: May 19, 2009

Per your request, I am enclosing the following documents for your review:

- Phillips and Jordan, Incorporated Financial Statements- Y/E 12/31/2007/2008

Phillips and Jordan, Incorporated is a closely held corporation and considers the financial information contained within these statements to be highly confidential. We carefully track the release of these documents and request if additional information or copies are needed, please contact me.

Thanks.

John Lawrence
Director of Finance

• Certified Public Accountants
• Business • 2010 • 100

pr 507 484 0001
f 507 484 0001
net rodefermoss.com
605 Mabry Hood Road
Knoxville, TN 37932



Independent Auditors' Report

To the Board of Directors
Phillips and Jordan, Inc.

We have audited the accompanying consolidated balance sheets of Phillips and Jordan, Inc. as of December 31, 2008 and 2007, and the related consolidated statements of income, changes in stockholders' equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Phillips and Jordan, Inc. as of December 31, 2008 and 2007, and the results of its operations and cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Rodefer Moss & Co, PLLC

Knoxville, Tennessee
March 27, 2009

PHILLIPS AND JORDAN, INC.
Consolidated Balance Sheets
December 31, 2008 and 2007

	<u>2008</u>	<u>2007</u>
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 31,171,582	\$ 67,829,236
Accounts receivable, net		
Estimates due on contracts	50,698,466	34,916,224
Retainage due on contracts	8,289,140	12,463,135
Related party receivables, due within one year	1,117,354	13,143,959
Costs and estimated earnings in excess of billings		
on open contracts	1,043,156	60,797
Deferred state income taxes, current	108,000	56,000
Other current assets	<u>1,470,672</u>	<u>1,836,402</u>
Total current assets	<u>93,898,370</u>	<u>130,305,753</u>
Property and Equipment, net	<u>74,720,126</u>	<u>81,667,411</u>
Investments and Other Assets		
Cash surrender value of life insurance	1,656,842	1,523,462
Related party receivables, due after one year	1,949,759	775,068
Other non-current assets	<u>1,163,538</u>	<u>1,163,538</u>
Total investments and other assets	<u>4,770,139</u>	<u>3,462,068</u>
Total assets	<u>\$ 173,388,635</u>	<u>\$ 215,435,232</u>

See notes to financial statements.

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities

	<u>2008</u>	<u>2007</u>
Accounts payable	\$ 1,974,490	\$ 1,957,841
Cash management clearing	2,693,608	5,636,306
Estimates due to subcontractors	5,550,384	4,071,342
Retainage due to subcontractors	8,024,186	19,101,753
Salaries and wages payable	730,692	1,228,567
Accrued incentives	4,364,958	17,695,702
Other accrued expenses	5,645,776	4,644,238
Installment notes payable, due within one year	7,565,820	6,024,151
Billings in excess of costs and estimated earnings on open contracts	<u>15,682,441</u>	<u>30,023,109</u>

Total current liabilities

52,232,355 90,383,009

Long-Term Liabilities

Installment notes payable, due after one year	13,624,462	21,190,282
Interest rate swap contracts	1,449,064	-
Deferred state income taxes, non-current	<u>994,000</u>	<u>938,000</u>

Total long-term liabilities

16,067,526 22,128,282

Total liabilities

68,299,881 112,511,291

Stockholders' Equity

Common stock, no par value; 1,000 shares authorized;
1,000 shares issued and outstanding including 50 voting
shares and 950 non voting shares

	7,500	7,500
Additional paid-in capital	1,680,744	1,680,744
Retained earnings	<u>103,400,510</u>	<u>101,235,697</u>

Total stockholders' equity

105,088,754 102,923,941

Total liabilities and stockholders' equity

\$ 173,388,635 \$ 215,435,232

PHILLIPS AND JORDAN, INC.
Consolidated Statements of Income
Years Ended December 31, 2008 and 2007

3

	<u>2008</u>	<u>2007</u>
Construction Revenues	\$ 245,828,525	\$ 346,781,247
Cost of Construction Revenues		
Direct labor	43,041,317	45,202,367
Equipment	40,734,931	44,823,029
Subcontractors	83,882,608	145,965,968
Materials	18,384,007	18,085,776
Other	13,797,163	17,932,486
	<u>199,840,026</u>	<u>272,009,626</u>
Gross profit on contracts	45,988,499	74,771,621
General and Administrative Expenses	<u>35,137,234</u>	<u>58,135,454</u>
Income from operations	<u>10,851,265</u>	<u>16,636,167</u>
Other Income (Expense)		
Interest expense	(1,196,359)	(1,870,233)
Interest income	584,247	1,736,216
Change in fair value of interest rate swap contracts	(1,449,064)	-
Gain on disposition of equipment	997,357	261,567
Miscellaneous income	1,108,392	391,765
	<u>44,573</u>	<u>519,315</u>
Net income before state income taxes	<u>10,895,838</u>	<u>17,155,482</u>
State Income Tax Expense (Benefit)		
Current	227,025	786,325
Deferred	4,000	374,000
	<u>231,025</u>	<u>1,160,325</u>
Net income	<u>\$ 10,664,813</u>	<u>\$ 15,995,157</u>

See notes to financial statements.

PHILLIPS AND JORDAN, INC.
Consolidated Statements of Changes in Stockholders' Equity
Years Ended December 31, 2008 and 2007

4

	<u>Common Stock</u>		<u>Additional Paid-in Capital</u>	<u>Retained Earnings</u>	<u>Total</u>
	<u>Voting</u>	<u>Nonvoting</u>			
Balances at December 31, 2006	\$ 375	\$ 7,125	\$ 1,680,744	\$ 105,240,540	\$ 106,928,784
Net income				15,995,157	15,995,157
Dividends	<u>-</u>	<u>-</u>	<u>-</u>	<u>(20,000,000)</u>	<u>(20,000,000)</u>
Balances at December 31, 2007	375	7,125	1,680,744	101,235,697	102,923,941
Net income	-	-	-	10,664,813	10,664,813
Dividends	<u>-</u>	<u>-</u>	<u>-</u>	<u>(8,500,000)</u>	<u>(8,500,000)</u>
Balances at December 31, 2008	<u>\$ 375</u>	<u>\$ 7,125</u>	<u>\$ 1,680,744</u>	<u>\$ 103,400,510</u>	<u>\$ 105,088,754</u>

See notes to financial statements.

PHILLIPS AND JORDAN, INC.
Consolidated Statements of Cash Flows
Years Ended December 31, 2008 and 2007

5

	<u>2008</u>	<u>2007</u>
Cash Flows From Operating Activities		
Cash received from customers	\$230,923,856	\$450,969,836
Cash paid to suppliers and employees	(244,592,230)	(379,201,021)
Interest paid	(2,147,132)	(1,870,233)
Interest received	1,535,020	1,736,216
State income taxes	(225,397)	(2,265,925)
Miscellaneous receipts	<u>1,108,392</u>	<u>391,765</u>
Net cash flows from operating activities	<u>(13,397,491)</u>	<u>69,760,638</u>
Cash Flows From Investing Activities		
Acquisition of property and equipment	(9,458,784)	(10,659,571)
Proceeds from disposition of equipment	2,030,843	3,610,148
(Increase) decrease in other non-current assets and cash surrender value of life insurance	<u>(1,308,071)</u>	<u>197,713</u>
Net cash flows from investing activities	<u>(8,736,012)</u>	<u>(6,851,710)</u>
Cash Flows From Financing Activities		
Principal payments on installment notes payable	(6,024,151)	(8,960,766)
Payment of dividends to stockholders	<u>(8,500,000)</u>	<u>(20,000,000)</u>
Net cash flows from financing activities	<u>(14,524,151)</u>	<u>(28,960,766)</u>
Net increase (decrease) in cash and cash equivalents	(36,657,654)	33,948,162
Cash and Cash Equivalents at the Beginning of the Year	<u>67,829,236</u>	<u>33,881,074</u>
Cash and Cash Equivalents at the End of the Year	<u>\$ 31,171,582</u>	<u>\$ 67,829,236</u>

See notes to financial statements.

PHILLIPS AND JORDAN, INC.
Consolidated Statements of Cash Flows (Continued)
Years Ended December 31, 2008 and 2007

6

	<u>2008</u>	<u>2007</u>
Reconciliation of net income to net cash flows from operating activities		
Net income	\$ 10,664,813	\$ 15,995,157
Adjustments to reconcile net income to net cash flows from operating activities		
Depreciation and depletion	15,372,583	15,554,469
Gain on disposition of equipment	(997,357)	(261,567)
Change in fair value of interest rate swap contracts	1,449,064	-
Deferred state income tax expense (benefit)	4,000	374,000
Decrease (increase) in assets		
Accounts receivable	418,358	86,500,582
Costs and estimated earnings in excess of billings on open contracts	(982,359)	6,382,155
Other current assets	365,730	(641,449)
Increase (decrease) in liabilities		
Accounts payable and accrued expenses	(25,351,655)	(65,448,561)
Billings in excess of costs and estimated earnings on open contracts	<u>(14,340,668)</u>	<u>11,305,852</u>
Net cash flows from operating activities	<u>\$ (13,397,491)</u>	<u>\$ 69,760,638</u>

Supplemental Disclosure of Non-Cash Investing and Financing Activities:

During 2008 and 2007, the Company acquired \$0 and \$5,678,988 respectively, of construction and transportation equipment through the issuance of installment notes payable.

See notes to financial statements.

Evangelina Garcia

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Wednesday, August 05, 2009 10:25 AM
To: 'Evangelina Garcia'
Subject: FW: Certificate of Insurance - P&J
Attachments: pjcoi Hidalgo County TX.pdf

Vangie
Insurance for Phillips and Jordan-Primary Vendor

Darlene H. Betancourt, CPPB
Procurement Process & Data Manager
Hidalgo County Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539
(956) 292-7000 x-4852
(956) 292-7612 (Fax)
darlene.betancourt@co.hidalgo.tx.us

From: Daniel Gardner [mailto:dgardner@BeckDR.com]
Sent: Wednesday, August 05, 2009 10:20 AM
To: Darlene Betancourt
Subject: FW: Certificate of Insurance - P&J

Please find P&J Certificate of Insurance attached. Thanks!

Danny Gardner
Consultant
BDR, Inc.
800 North Magnolia Avenue, Suite 400
Orlando, FL 32803
cell 407.488.3441 fax 407.803.5701
www.beckdr.com

From: Boyers, Amy [mailto:Amy.Boyers@h-gac.com]
Sent: Wednesday, August 05, 2009 10:18 AM
To: Daniel Gardner
Subject: FW: Certificate of Insurance

From: Mike Harwood [mailto:mharwood@pandj.com]
Sent: Wednesday, August 05, 2009 10:15 AM
To: Boyers, Amy
Subject: RE: Certificate of Insurance

Please see attached Certificate of Insurance. Please let me know if anything additional is required.
Thank you,



From: Boyers, Amy [mailto:Amy.Boyers@h-gac.com]
Sent: Monday, August 03, 2009 11:27 AM
To: Mike Harwood
Subject: Certificate of Insurance

Good morning,
Hidalgo County, TX is requesting the most recent Certificate of Insurance in order to process the Final Contract. Please attach and send as soon as possible so as not to delay the process. Thank you very much for your attention to this matter!

Amy Boyers
Sr. Environmental Planner
Houston-Galveston Area Council
Tel: 713-993-2441
www.h-gac.com

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/4/2009
PRODUCER (865) 691-4847 Fax (865) 694-4847 TIS Insurance Services, Inc. 1900 Winston Road, Suite 100 P.O. Box 10328 Knoxville TN 379390328		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Phillips and Jordan, Incorporated Attn: Steve Thompson 6621 Wilbanks Rd Knoxville TN 37912		
		INSURERS AFFORDING COVERAGE INSURER A: American Contractors Ins A VIII 12300 INSURER B: ACIG Insurance Company A VIII 19984 INSURER C: American Guarantee and A XV 26247 INSURER D: American International A XV 26883 INSURER E:

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

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY	GL09000032 primary	06/01/2009	06/01/2010	EACH OCCURRENCE \$ 2,000,000
			☒ COMMERCIAL GENERAL LIABILITY	GL09X00032 excess follow			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			☐ CLAIMS MADE ☒ OCCUR	form			MED EXP (Any one person) \$ 5,000
			GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC				PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
A	X		AUTOMOBILE LIABILITY	AL09000017	06/01/2009	06/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
			☒ ANY AUTO				BODILY INJURY (Per person) \$
			☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			☒ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
			☒ NON-OWNED AUTOS				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			☐ ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY: AGG \$
C			EXCESS/UMBRELLA LIABILITY	AUC 9137945-03	06/01/2009	06/01/2010	EACH OCCURRENCE \$ 25,000,000
			☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 25,000,000
			☐ DEDUCTIBLE				\$
			☒ RETENTION \$ 10,000				\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC09000051	06/01/2009	06/01/2010	Y WC STATU-TORY LIMITS OTH-ER
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC09000094			E.L. EACH ACCIDENT \$ 500,000
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D			OTHER Contractor's Pollution Liability	CP01297178	06/01/2007	06/01/2010	Each Loss: \$5,000,000 Aggregate: \$5,000,000 Deductible \$50,000 Per Loss

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The Certificate Holder is named as an Additional Insured on all policies, except for Worker's Compensation and Employer's Liability. This coverage is primary to any other insurance available to the Additional Insured. The Automobile Liability policy includes an MCS-90 Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980. The Insurers waive any rights of subrogation to recover against the Certificate Holder. Thirty (30) days written notice will be given to the Certificate Holder

CERTIFICATE HOLDER

Hidalgo County, TX
 Houston-Galveston Area Council
 3555 Timmons
 Suite 120
 Houston, TX 77027

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bunny Oakes/CATWAR

R. L. Oakes

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COMMENTS/REMARKS

before these policies may be cancelled or materially changed.

AI-16496**22.A.4.****Award of Prepositioned Contractor-Debris Removal & Disaster Related Services & Engagement of Consultant Disaster Recover Services
CC REGULAR****Date:** 07/21/2009**Submitted By:** Marty Salazar, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Hidalgo County

Information**CAPTION**

a. Review of final scoring matrix (after scoring of presentations/interviews of six qualifying vendors by Court designees on 7-13-09) as tabulated by consultant, Beck Disaster Recovery, for the purposes of the final ranking by Commissioners Court and award of primary, secondary and/or third provider (if applicable) vendors for pre-positioned contracts for: Debris Removal and Related Disaster Recovery Services-Hidalgo County with determination of the following;

1. Award to primary, secondary or other combination;
2. Term of contract:
 - a. Initial term of contract- 24 mos. or other _____;
 - b. Renewal/Extension Options

b. Discussion, consideration and applicable action to engage the services of a consultant for provision of disaster recovery services through our membership participation with the HGAC's awarded vendor: Beck Recovery Services with an effective date of 7-25-09 through 12-31-09 (which is the current extended term of award for BDR through HGAC).

BACKGROUND

Fiscal Impact**FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

All contracts would require funding from general fund in the event of disaster. Services are on an "as needed basis".

AttachmentsLink: [Debris Contract](#)Link: [Sign-In Logs](#)Link: [Evaluation](#)

Link: Debris Contract

Link: Item B-HGAC Contract

Link: Amedment#2 BDR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/16/2009 10:45 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 11:27 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/16/2009 02:38 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Marty Salazar			Started On: 07/14/2009 11:11 AM	
Final Approval Date: 07/17/2009				

AI-21265**44.A.8.****Consulting Services For Disaster Management and Disaster Recovery Services (H-GAC) and Renewal of Emergency Debris Management Services Contract(s)****CC REGULAR****Date:** 05/25/2010**Submitted By:** Vangie Garcia, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Hidalgo County

Information**CAPTION**

a. Presentation for discussion, consideration and applicable action to negotiate for the purposes of engaging the services of a consultant for provision of disaster recovery services through Hidalgo County's membership/participation-H-GAC's newly awarded RFP No:EN10-06/Contract for consulting services for Disaster Management and Disaster Recovery Services with Beck Recovery Inc., (scored highest by H-GAC Staff based on RFP criteria for evaluation among submitted responses)-Term-effective June 1, 2010 thru May 31,2013; and,

b. Requesting approval for Hidalgo County to exercise its' sole discretion/option to renew/extend for an additional one (1) year under the same rates, terms and conditions of current awarded pre-positioned contract(s) for Emergency Debris Management & Related Services with:

1. Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21);
2. Secondary Vendor-DRC Environmental(C-09-003A-07-21); and,
3. Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

BACKGROUND

For Line Item A: H-GAC Board approved on 05/18/2010 for the awarding of the RFP/Contract. As per Tammy Metty from H-GAC contract is being forwarded for proper execution and will be emailed immediately to Hidalgo County for our records. Please see the RFP/Minutes from H-GAC regarding the procurement process and the appoval of award. For Line Item B: Said renewal/extension of contract(s)to be effective as of 07/21/2010 and ending 07/20/2011 for the following vendors: Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21) Secondary Vendor-DRC Environmental(C-09-003A-07-21) Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

Fiscal Impact**FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Fiscal Impact would occur upon need for services and a declaration of disaster.

Attachments

Link: [H-GAC Documentation](#)

Link: [H-GAC Minutes](#)

Link: [Extension Letter and Contract Documentation-Phillips & Jordan](#)

Link: [Extension Letter and Contract Documentation-DRC](#)

Link: [Extension Letter and Contract Documentation-Ceres](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	05/18/2010 02:11 PM	CREATED
1	Purchasing Department	Marty Salazar	05/20/2010 02:54 PM	APRV
2	Budget & Management	Erika Zamora	05/20/2010 02:59 PM	APRV
3	Rosalinda Cantu			NEW
4	Auditor's Office			
Form Started By: Vangie Garcia		Started On: 05/18/2010 02:11 PM		



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 20, 2010

DRC Emergency Services, LLC
Attn: April Callaway
740 Museum Drive
Mobile, Alabama 36608

Via: Certified Mail #7099-3220-0002-9744-8741
Email: acallaway@drcusa.com

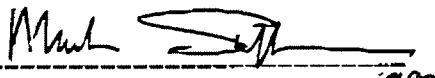
Re: Extension Of Agreement No: C-09-003A-07-21
"Emergency Debris Management Services Contract"

Dear Ms. Callaway:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' one (1) year extension as provided under page 1-#2 under Term. Extension will be at the same rates, terms and conditions. Said extended agreement will be effective from July 21, 2010 thru July 20, 2011.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, May 25, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 a.m., Monday, May 24, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us as to meet the agenda request form deadlines.

By: _____


APD

Date: May 25, 2010

**HOUSTON-GALVESTON AREA COUNCIL
CONTRACT/GRANT ACTION NOTICE**

CONTRACTOR DRC EMERGENCY SERVICES, LLC

PROJECT TITLE DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES

CONTRACT NO. CE08-061 PROJECT NO. EV1031

CONTRACT AMT: \$N/A

ACTION REQUESTED:

 CONTRACT ESTABLISHMENT

 X CONTRACT AMENDMENT

MODIFICATION NO.

 budget amendment

 X period extension

 budget increase

 other

 CONTRACT TERMINATION

This form transmits the attached contract/grant agreement document(s) to the Executive Director for signatory approval, subject to the approvals required below.

APPROVALS:

Reviewed by:	Finance and Budget Committee	Date	<u>N/A</u>
Approved by:	Board of Directors	Date	<u>N/A</u>
Approved by:	<u>Cheryl Meyer</u> Program Manager	Date	<u>10-29-09</u>
Approved by:	<u>James H. P.</u> Department Director	Date	<u>11-03-09</u>
Approved by:	<u>Steve Howard</u> Chief Operating Officer	Date	<u>11-5-09</u>
Approved by:	<u>Nancy Gamm</u> Chief Financial Officer	Date	<u>11-19-09</u>
Approved by:	<u>JS</u> Executive Director	Date	<u>11-19-09</u>

H-GAC
FINANCE DEPARTMENT
2009 NOV -9 AM 10:27



Houston-Galveston Area Council
P.O. Box 22777 3555 Timmons Houston, Texas

COMMUNITY AND
ENVIRONMENTAL DEPT.
2009 DEC -9 AM 10:24

CHANGE ORDER

PROJECT TITLE Disaster Debris Clearance and Removal Service Contract

PROJECT NO. EV0301 CONTRACT NO. CE-08-061 DATE October 29, 2009

CONTRACTOR DRC Emergency Services, LLC

The following changes are hereby made to the Contract Documents:

- Increase contract period.

Justification:

- Favorable review from local governments

CHANGE TO CONTRACT PRICE

Original Contract Price: \$ _____

Current contract price, as adjusted by previous change orders: \$ _____

The Contract Price due to this Change Order will be [increased] [decreased] by \$ _____

The new Contract Price due to this Change Order will be: \$ _____

CHANGE TO CONTRACT TIME

The Contract Time will be [Increased] [decreased] by 730 calendar days

The date for completion of all work under the contract will be December 31, 2011

Approvals Required:

To be effective, this order must be approved by Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

Requested by Cheryl Meyer

date 10.29.09

Recommended Jack Steele

date 11/23/09

Approved by Jack Steele

date 11-19-09

Accepted by Robert J. Kyska

date 12.4.09

Robert J. Kyska
Managing Director

Emergency Debris Management Services

CONTRACT

THIS Emergency Debris Management Services Contract ("Agreement") is entered into by and between DRC Emergency Services, LLC (Secondary) ("Contractor") and the County of Hidalgo, Texas ("County").

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

- a. H-GACBuy 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") and 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.

2. **Term.** This Agreement is for twelve (12) months from notification by the County to the Contractor to commence and may be extended as an **option** and **sole discretion** of the County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

Hidalgo County will award contract to a "Primary", "Secondary" and "Tertiary" for services to be rendered through effective period of this contract. In situations when the "Primary" vendor does not comply with the specifications, requirements, terms, conditions, obligations contained within this proposed contract, Hidalgo County reserves the right to seek services from the "Secondary" vendor. In such event, County shall charge the "Primary" vendor the difference for any additional cost of such service.

If "Secondary" vendor does not comply with the specifications, requirements, term, conditions, obligations contained within this proposed contract, Hidalgo County reserves the right to seek services from the "Tertiary" vendor. In such event, County shall charge the "Secondary" vendor the difference for any additional cost of such service.

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 shall 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 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 must be given copies of all insurance policies within fifteen (15) days of the County'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. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

9. Waiver. No waiver of any breach of any term or condition of this Agreement, or Proposal, 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 The State Of Texas and venue for such disputes is the appropriate district, county, or justice court in and for Hidalgo 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. 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 may terminate this Agreement for Contractor's failure to perform the services specified in Proposal. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract 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 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 request, the County 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 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

IF TO CONTRACTOR:
DRC Emergency Services, LLC
Attn: April Callaway
740 Museum Drive
Mobile, AL 36608
(251) 343-3581

Fax: (956) 318-2629

(251) 343-5554

18. CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY OF HIDALGO AND ITS ELECTED OFFICIALS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITIEES) 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 REASONABLY 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: DRC Emergency Services, LLC

By: Mark Smith 9/23/2009

Title: Chief Operating Officer

COUNTY OF HIDALGO ("COUNTY")

Juan de Dios Salinas, III
JUAN DE DIOS "J.D." SALINAS, III
County Judge

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

Approved As To Form: Atlas & Hall, LLC

Approved By Commissioners' Court: 7/21/09

By: Stephen L. Crain
Stephen L. Crain

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

EMERGENCY DEBRIS MANAGEMENT SERVICES

Price Proposal Form

Page 1 of 4

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 or 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 or 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	\$
9C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$
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	\$
10B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	\$
10C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$
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 waterways 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 services 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.

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period

[illegible]

Use additional sheets if necessary

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.

EQUIPMENT TYPE	HOURLY LABOR RATE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Use additional sheets if necessary.

Exhibit A

Hidalgo County
Debris Removal Contractor(s)

Exhibit "A"
H-GAC End User Service
Request Form



Disaster Debris Clearance and Removal Services

End User Service Request Form

Introduction

The purpose of this End User Service Request Form is to provide pre-qualified debris hauling contractors with accurate information about the End User and the most accurate pricing for debris hauling services. This form is to be filled out by the End User or End User representative and provided back to H-GAC. Instructions for returning form may be found in the last page of this form.

Terms and Conditions

By submitting the Service Request Form, the End User is requesting that H-GAC supply the following information to all H-GAC pre-qualified debris removal vendors for bid development. For members of H-GAC the procurement service is free, but for non-members, the administrative fee associated with this process is \$3,000. This service is available to End Users nation-wide. When applicable, H-GAC will create and send an invoice for this amount to the End User Primary Point of Contact for payment.

End User Service Request Form

The End User Service Request Form is composed of four sections. Please read each section thoroughly and complete to the best of your abilities.

1. General Information

1.1 End User Identification

Name of Organization: Hidalgo County, TX

1.2 End User Primary Point of Contact

Name: J. D. Salinas, III

Title: County Judge

Organization: Hidalgo County, Texas

Primary Phone: (956) 318-2600

Secondary Phone: _____

E-mail: JD.Salinas@hidalgocountyjudge.com

1.3 List any additional organizations that debris removal services will be performed for under this contract

In some instances, and End User may wish to incorporate several jurisdictions or other public organizations (school districts, universities, drainage districts, etc.) into this agreement. For example, a

county may act as the End User; however, debris removal services under this agreement shall be extended to one or more cities within a county or other public institutions within a county. This will be identified as the End User Service Area. Please identify all parties in this section. In addition, please provide copies of all inter-local or mutual aid agreements between the identified parties.

The County reserves the right to provide debris removal services to other entities within the county under this contract; however, is under no obligation to do so.

1.4 Total population within End User Service Area

Please provide a breakout of population between all parties that may be serviced under this agreement.

County Population: Approximately 729,000 (209,200 Rural Unincorporated)

1.5 Please provide a breakout of households between all parties that may be serviced under this agreement

Households within unincorporated Hidalgo County: Approximately 50,000

2. Hazard/Risk Data

The information requested in this section is focused on any hazard or risk data that may be facing the End User and End User Service Area. This may include flooding, hurricanes, tornados, ice storms, etc.

2.1 End User hazards or risks

Please include all those debris generating events that may affect the End User Service Area.

Hurricane, Flood, Severe Storm, Tornado

2.2 Previous debris generating events

Please include all information about these events over the last 10 to 20 years. If available, please include the name of the event (if hurricane or tornado include category), estimated cubic yards of debris generated by the event, and characteristics of debris.

Hurricane Dolly (Category 2): Estimated 640,000 cubic yards of debris (Vegetative and Construction and Demolition)

For additional information regarding project scope, please see Final Debris Breakdown Summary Report and Hidalgo County Disasters (10 Year) attached.

3. Debris Classification

Section 3 requests debris specific information about the community. Since the pricing structure for the debris removal contract will be developed on a per unit (per cubic yard) basis, accurate information about the characteristics of the community is critical.

3.1 Estimated number of road miles maintained by the End User (and included parties)

Include all roads that are maintained by the End User or other parties that will fall under this agreement. If located in Texas, please exclude all Texas Department of Transportation (TXDOT) and private roads that are located within the End User Service Area. If outside Texas, please exclude all private roads and all roads maintained by appropriate State Department of Transportation.

Hidalgo County is currently exploring the development of an interlocal agreement with the Texas Department of Transportation (TxDOT) for debris removal activities along State maintained ROW.

3.2 Estimated number of square miles within the End User Service Area

Land: 1,570 sq mi

Water: 13 sq mi

3.3 Estimated number of parks or other public facilities maintained by the End User (and included parties)

Parks: 21 County Parks

Other public facilities: 84 Facilities (60 Facilities at County Parks)

3.4 Estimated number of Temporary Debris Storage and Relocation Sites (TDSRS) identified by the End User

***This list of TDSR Sites is only a guide for reference and should not be considered full and final.

Hidaglo County reserves the right to amend this list at any time as necessary.

Name of TDSRS 1:

Precinct 1 TDSRS

Physical Address:

Mile 12 N and Mile 1 ½ E

Site GPS Coordinates:

N26° 13'48.97", W97° 53'07.57"

Estimated number of usable acres:

Reduction method:

Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):

All debris accepted

Name of TDSRS 2:	<u>San Juan (Precinct 2)</u>
Physical Address:	<u>0.5 Miles South of El Gato Road and Stewart Road</u>
Site GPS Coordinates:	<u>N26° 9.6651', W098° 9.0413'</u>
Estimated number of usable acres:	<u>35 acres</u>
Reduction method:	<u></u>
Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):	<u>All debris accepted</u>
Name of TDSRS 3:	<u>Precinct 3 TDSRS</u>
Physical Address:	<u>S Conway Avenue and Trinity Street</u>
Site GPS Coordinates:	<u>N26° 11'24.18", W98° 19'50.49"</u>
Estimated number of usable acres:	<u></u>
Reduction method:	<u></u>
Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):	<u>All debris accepted</u>
Name of TDSRS 4:	<u>Davis County Landfill (Precinct 4)</u>
Physical Address:	<u>E Davis Road and N Terry Road, Edinburg, TX, 78541</u>
Site GPS Coordinates:	<u>N26° 20.961', W098° 5.2481'</u>
Estimated number of usable acres:	<u></u>
Reduction method:	<u></u>
Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):	<u>All debris accepted</u>
Name of TDSRS 5:	<u>Monte Alto (Precinct 1)</u>
Physical Address:	<u>1st Street and Azteca Avenue, Monte Alto, TX</u>
Site GPS Coordinates:	<u>N26° 22'03.83", W97° 58'39.58"</u>
Estimated number of usable acres:	<u></u>
Reduction method:	<u></u>
Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):	<u>All debris accepted</u>

3.5 Name and Location of Final Disposal Sites (i.e. landfills, beneficial use facilities for mulch or ash, recycling facilities, etc.)

Name of Facility: BFI Regional Disposal Facility
Physical Address: FM 493 at Mile 12 Road, Donna, TX
Site GPS Coordinates: N26° 23.106', W098° 03.727'
Type of Facility (landfill, beneficial use, etc.): Landfill
Debris accepted (vegetative, C&D, white
Goods, metal, etc.): _____

Name of Facility: C&T Regional Landfill
Physical Address: 4 ½ Miles West of US 281 on FM 1017 Linn TX
Site GPS Coordinates: N26° 34.85', W098° 11.00'
Type of Facility (landfill, beneficial use, etc.): Landfill
Debris accepted (vegetative, C&D, white
Goods, metal, etc.): _____

Name of Facility: City of Edinburg Landfill
Physical Address: 6.7 Miles N & 0.4 Miles E of US 281
Site GPS Coordinates: N26° 23.70', W078° 07.90'
Type of Facility (landfill, beneficial use, etc.): Landfill
Debris accepted (vegetative, C&D, white
Goods, metal, etc.): _____

3.6 Please indicate the level of vegetative density within your community. This will provide a more accurate representation of the vegetation, including shrubbery and trees, on public rights-of-way.

- High
- Medium
- Light

3.7 Please indicate the level of commercial structure density within your community taking into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities.

- High
- Medium
- Light

4. Additional Information

Section 4 is designed to provide H-GAC and pre-qualified vendors with additional information that is pertinent for understanding the End User and End User Service Area.

4.1 Ancillary Services

Please provide a list of ancillary services that may be needed to be supplied by the CONTRACTOR. Services may include potable water, emergency power generation, satellite phones, temporary office space, ice, emergency fuel supplies, etc.

See attached H-GAC Standard Services Requested Checklist for ancillary services to be provided by the Contractor.

4.2 Debris Management Plan

If you have a debris management plan, please provide a copy of the plan along with the form.

4.3 Other

List any other information that you wish the pre-qualified vendors to know about your entity or the End User Service Area.

Contractor **must** have representative available at disaster center for **daily** update meetings regarding status of debris removal.

4.4 Requested Information

Please check the appropriate box below. The pre-qualified vendors will ONLY send the information that you request. Please read carefully.

- ☒ Copy of H-GAC Phase 1 – Request for Proposals (RFP)
- ☒ Copy of H-GAC Phase 1 – Evaluation Matrix
- ☒ Copy of H-GAC Phase 1 – Scoring Sheet
- ☒ Vendor Corporate Summary (Limit: 1 page)
- ☒ Vendor's list of all standing pre-event contracts (Limit: 1 page)
- ☒ Vendor's list of past clients/projects (Limit: 1 page)
- ☒ Vendor's list of training/educational services (Limit: 1 page)
- ☒ Yes, I will be requesting an oral interview with some or all vendors
- ☐ No, I do not wish to have any of the vendors contact our organization

05/15/2009

Deadline for vendors to submit information (enter date: MM/DD/YYYY)

5. Pricing Methodology

Prices provided by PROPOSERS in response to this RFP should be firm for the entire term of the contract. However, changes will be considered if accomplished by proper and sufficient documentation satisfactory to End User.

5.1 Limits of Price Adjustments – Price change requests MUST be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that CONTRACTOR'S actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2008 and the PPI issued for January each year. Price increases shall be limited to a maximum of 5% each year during the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discounted, or the titles or codes revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.

5.2 Approval of Price Changes – No price change will be allowed unless it has been reviewed and approved by End User in writing. CONTRACTOR must have received End User's written approval of any change prior to charging the new price or using it in any quotation prepared for an End User. End User will notify H-GAC of all price changes.

5.3 Right to Accept or Reject Price Change – All pricing shall remain in effect for the initial one-year term of the contract. If the contract term is extended, End User and CONTRACTOR will review unit process and make adjustments based upon documented increases in costs. End User reserves the right to accept or reject any price change request within thirty (30) days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

Name: _____

Signature: _____

Please return completed form to:

Cheryl Mergo, H-GAC Solid Waste Program Manager
Community and Environmental Planning Department
Houston-Galveston Area Council
P.O. Box 22777, Houston, TX 77227-22777

Contact information: cmergo@h-gac.com, 713.993.4520 desk or 713.993.4503 fax

Final Debris Breakdown Summary

Debris Collection - Project Status Report

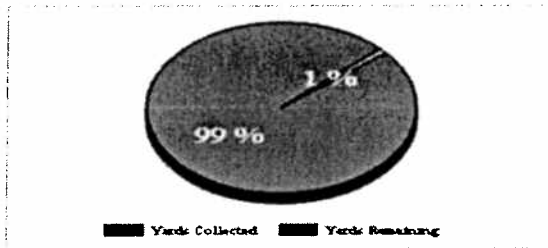
Monday, April 27, 2009

Hidalgo County, Texas

Dolly | FEMA-1780-DR



Yards Collected vs. Remaining



Collection Statistics (by TDSRS)

Cumulative - Project to Date

	Loads	Yards
DONNA LANDFILL	26	1,514
E LANDFILL	4	94
SAN JUAN	1	35
TDSRS 1	2367	106,474
TDSRS 2	4069	158,091
TDSRS 3	3258	142,040
TDSRS 4	2044	89,976
TDSRS 5	2873	140,620
Total	14642	638,844

Material Breakdown (CY)

Cumulative - Project to Date

Vegetative	89.%	568,665
Mixed	10.9%	69,883
C&D	0.%	297
Total		638,844

Estimated CYD:	645,000
Total Cumulative CY Collected:	638,844
Days Collected:	83
Average Load (CY):	44
Maximum Day (CY):	24,099
Average Day (CY):	7,791
Minimum Day (CY):	24
Average Load Percentage:	95

Summary Stats & Estimates

Hidalgo County Disasters (10 Year)

Hurricane Dolly (FEMA-1780-DR)

Declaration Date: July 24, 2008

Incident Type: Hurricane Dolly

Incident Period: July 22, 2008 – August 1, 2008

Hurricane Ike (FEMA-3294-EM)

Declaration Date: September 7, 2008

Incident Type: Hurricane Ike

Incident Period: September 7, 2008 – September 26, 2008

Hurricane Gustav (FEMA-3290-EM)

Declaration Date: August 29, 2008

Incident Type: Hurricane Gustav

Incident Period: August 27 - September 7, 2008

Texas Wildfires (FEMA-3284-EM)

Declaration Date: March 14, 2007

Incident Type: Wildfires

Incident Period: March 14, 2008

Hurricane Dean (FEMA-3277-EM)

Declaration Date: August 18, 2007

Incident Type: Hurricane Dean

Incident Period: August 17, 2007

Texas Severe Storms, Tornadoes, and Flooding (FEMA-1439-DR)

Declaration Date: November 5, 2002

Incident Type: Severe Storms, Tornadoes, and Flooding

Incident Period: October 24, 2002 – November 15, 2002

Hurricane Bret (FEMA-1287-DR)

Declaration Date: August 22, 1999

Incident Type: Hurricane Bret

Incident Period: August 22, 1999 – August 26, 1999



Disaster Debris Clearance and Removal Services

Standard Services Requested Checklist

End User: Hidalgo County, Texas

Contact Person: J.D. Salinas, III, Hidalgo County Judge

Phone: (956) 318-2600 Email: JD.Salinas@hidalgocountyjudge.com

Please mark the services you wish the debris hauler to include in pricing:	Yes or No
Emergency Road Clearance	Yes
Right of Way (ROW) Vegetative Debris Removal	Yes
ROW Construction and Demolition (C&D) Removal	Yes
Demolition, Removal, and Transport of Structures	Yes
Temporary Debris Storage and Reduction Sites (TDSRS) Management and Operations	Yes
Grinding (Reduction of Storm Generated Debris)	Yes
Incineration (Reduction of Storm Generated Debris)	Yes
Haul-Out of Reduction Debris to Final Disposal Site	Yes
Removal of Hazardous Leaning Trees and Hanging Limbs	Yes
Removal of Hazardous Stumps	Yes
Household Hazardous Waste Removal, Transport, and Disposal	Yes
Abandoned Vehicle Removal	Yes
Animal Carcass Removal and Disposal	Yes
ROW White Goods Debris Removal	Yes
Freon Removal	Yes
Asbestos Removal	Yes
Other:	
Other:	
Other:	
Other:	
Ancillary Services	
Emergency Ice and Water Delivery	Yes
Emergency Power Generation	Yes
Satellite Phones	No
Temporary Office Space	Yes
Emergency Fuel Supplies	Yes
Emergency Quarters and Hygiene Facilities	Yes
Other: Food Services (Portable Kitchens)	Yes
Other: Laptops with Internet Connection	Yes
Other: Water Pumping and Relocation	Yes
Other: Fuel Contract	Yes

Exhibit B

**Request for Proposals
For
Disaster Debris Clearance and Removal Services**

PROPOSAL NUMBER DR01-08

Proposal Deadline

October 11, 2007

1:00 p.m. CT

***HGACBuy*
Houston – Galveston Area Council
Cooperative Purchasing Program**

HOUSTON-GALVESTON AREA COUNCIL

Request for Proposals

Disaster Debris Clearance and Removal Services

INTRODUCTION

HGACBuy, the cooperative purchasing program of the Houston Galveston Area Council (HGAC), is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years. As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals.

In an effort to streamline the procurement process for END USERS (i.e. Municipalities, Counties, School Districts, etc.) participating in HGACBuy; H-GAC has developed a comprehensive procurement process for Debris Removal Services. H-GAC's decision to pursue the development of a Debris Removal Services procurement program was based in large part on:

- H-GAC's ongoing commitment to assist END USERS in reducing costs and streamlining procurement processes through their government-to-government procurement services;
- Federal Emergency Management Agency's (FEMA) policy statements encouraging local governments to develop pre-event debris hauler contracts; and
- Discussions with FEMA Debris Policy Group regarding the recently issued Public Assistance Pilot Program; that offers a 5% increase in federal cost-share (not to exceed 100%) if, local governments meet the necessary requirements concerning debris management (i.e. Disposal Site Identification, Pre-event Contracts, and Debris Management Plan).

H-GAC has developed a two-phase comprehensive procurement process for Debris Removal Services. This program will provide END USERS with a procurement process based on the latest FEMA policies and Disaster Specific Guidance (DSG) to limit the entities exposure to potential non-reimbursement following a presidential disaster declaration.

The first phase of the procurement process will encompass all the typical aspects of Debris Removal contracting process, other than pricing. H-GAC will issue a RFP for Debris Monitoring Services to qualified firms interested in providing this service to an END USER.

The selection process will be designed to gather information regarding the firms experience and qualifications in the field; this may include the following criteria:

- Qualifications of the CONTRACTOR including recent debris removal experience;
- Documented knowledge of federal, state and local emergency agencies;
- Verifiable references for similar contracts;
- Qualifications and experience of key personnel and other staff;
- Financial resources and stability;
- Ability and capacity to perform;
- Technical ability;
- Project management and reporting systems;
- Equipment and SUB-CONTRACTOR resources; and
- Bonding capacities and insurance coverage.

The result of this phase of the procurement process is to develop a pool of “most qualified CONTRACTORS” who meet the minimum requirements of the selection process. Each contract (unless altered by END USERS in the final contract) will serve as a two year blanket contract. H-GAC reserves the right every two years to extend some contracts and terminate others depending on compliance with updated State and FEMA specifications and requirements, and according to the needs of H-GAC and potential END USERS.

Being selected to this pool of qualified CONTRACTORS does not guarantee the firm a contract with any END USER, only that they are now a vendor through H-GACBuy.org.

The second phase of the procurement process, which will continue throughout the duration of the contract term, focuses on the “procurement” of a disaster debris hauler service agreement with an END USER. This process begins when an END USER expresses interest in procuring debris hauling services to HGACBuy through a formal letter of interest/form. This letter/form, accompanied by a contract administration fee¹, will require that the END USER provide information regarding the unique attributes of the END USER service area and specialized requirements specific to the END USER. This may include, but not be limited to:

- Total population;
- Number of households;
- Distance from the gulf coast;
- Number of Temporary Debris Storage and Reduction Sites (TDSRS);
- Level of vegetation; and
- Number of commercial structures.

Once the letter has been accepted by H-GACBuy, the information will be submitted to the pool of pre-selected debris haulers to elicit prices for each of the rate categories. Based upon the data collected from the debris haulers, H-GACBuy will formally present the findings to the END USER for final selection.

The final contract awarded will be binding between the END USER and the Debris Hauler. The End User will then be invoiced for the appropriate HGACBuy administrative fee.

All aspects of the procurement process will be compliant with State Statutes and FEMA procurement and contracting recommendations.

The purpose of this request for proposals is to identify the CONTRACTOR best suited to assist END USERS in HGACBuy; with the debris removal process. The selected CONTRACTOR will work with the END USER directly, as authorized by inter-local agreements between H-GAC and member END USERS. H-GAC is seeking to enter into a two-year contract with the option to extend in two-year intervals up to a total of six years beginning January 2008. If extenuating circumstances exist, H-GAC reserves the right to extend the contract beyond six years if deemed necessary.

¹ The contract administrative flat fee will be used by H-GACBuy to recover the costs associated with the administration of the second phase of the Debris Hauling Program.

Section 1: RFP CALENDAR AND PROPOSAL SUBMITTAL

1.1 Submittal Deadline The deadline for the submittal of proposals is no later than October 11, 2007, at 1:00 p.m. CT.

1.2 Submittal Procedure

Six (6) copies of the proposal, including one clearly marked (1) original, signed in blue ink, are to be submitted in a sealed envelope or box clearly marked with the assigned Control Number located on the first page of the Request for Proposal (RFP) document to:

Hand Deliver/FedEx to:

OR

Mail to:

Cheryl Mergo, Solid Waste Program Manager
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027

Cheryl Mergo, Solid Waste Program Manager
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777

Those responding to this solicitation may elect to either mail or personally deliver their proposals to H-GAC offices. Failure to submit the required number of copies as stated above may result in disqualification from the proposal process. H-GAC will not accept any proposals delivered by telephonic, electronic or facsimile means.

The Submittal Form (Attachment A) shall also be included. The deadline for the submittal of proposals is no later than October 11, 2007, at 1:00 p.m. CT. H-GAC shall date-time all proposals upon receipt. Proposals received after this date and time will not be accepted. Respondents may submit their proposal to the H-GAC office any time prior to the deadline.

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

1.3 Calendar of Events for RFP Award Process

Issue Date: August 23, 2007

Pre-proposal Conference: September 13, 2007, 1:30 p.m. CT, Conf. Room C, HGAC offices

Proposal Responses Due: October 11, 2007, 1:00 p.m. CT

Board Award: November 20, 2007

Contract Start Date: January 1, 2008

****There will be no public proposal opening meeting.**

1.4 Pre-Proposal Conference

A Pre-Proposal Conference will be held at **1:30 p.m. CT, September 13, 2007, in H-GAC Conference Room C** located at 3555 Timmons Lane, Second Floor, Houston, Texas 77027.

Interested PROPOSERS should plan to attend. It will be assumed that potential PROPOSERS attending this meeting have reviewed the RFP in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC. H-GAC requests that, as much as is practical, PROPOSERS submit all questions in advance in writing, via email or fax, prior to the Pre-Proposal Conference. **No additional questions regarding the RFP will be accepted after 5 p.m. cst on the day of the proposal meeting.** Questions submitted in advance should be sent to Cheryl Mergo, Solid Waste Program Manager, via email at Cheryl.mergo@h-gac.com or via fax at 713-993-4503. All questions and answers from the Pre-Proposal Conference will be compiled and provided to participating PROPOSERS, as well as posted on the H-GAC web site.

1.5 Term of Agreement

- 1.5.1 The initial term of this contract shall be for a period of two (2) years from the date of award.
- 1.5.2 The term of the initial contract will be January 1, 2008 to December 31, 2009.
- 1.5.3 H-GAC reserves the right, and the CONTRACTOR agrees; that the contract may be extended for up to two (2) additional twenty-four (24) month periods. Should H-GAC wish to exercise this right, it shall so notify the CONTRACTOR.
- 1.5.4 Notice of intent to renew will be given to the CONTRACTOR in writing by the Project Administrator, 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit H-GAC to a contract renewal).
- 1.5.5 In the event a contract is fully executed, the CONTRACTOR acknowledges and agrees that any service it provides to H-GAC and END USERS after the termination date of the Contract, will be deemed to be gratuitously provided, and H-GAC and END USERS shall have no obligation to pay for such services unless H-GAC approves an agreement to do so in its sole discretion.

1.6 Interpreting Specifications

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

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

1.7 Non-Responders to RFP

If unable to submit a proposal, please contact H-GAC in writing advising reason for not submitting proposal. Reasons for non-response to the RFP may be submitted to Cheryl Mergo at cheryl.mergo@h-gac.com.

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's option, pre-printed brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

2.1 Proposal Format

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity and completeness are important and essential. Proposals must include label tabs which identify the sections of the Proposal.

2.2 Letter of Transmittal

The letter of transmittal should be limited to one (1) page and should include:

1. A brief statement that the PROPOSER understands of the work to be done.
2. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the PROPOSER.
3. A statement that the person signing the transmittal letter is authorized to legally bind the PROPOSER; that the proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers, and that the proposal will comply with the requirements of this RFP.
4. A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendor's proposed offerings.

2.3 Title Page

The title page should include the RFP subject and RFP number, the name and address of the PROPOSER, and the date of the proposal.

2.4 Table of Contents

The contents should be identified by section, description, and page number.

2.5 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 H-GAC only to the extent that the deviations are determined as having offered a feature or component which meets or exceeds the specifications.

2.6 Trade Secret Information

In the event a PROPOSER submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets

to the extent provided by law.

2.7 Certificate of Registration

The selected 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.

2.8 Capabilities and Related Experience

Please provide a description of your organization's related experience and capabilities. Each PROPOSER must also provide a list of five (5) debris removal, reduction, and disposal operations in excess of 1,000,000 cubic yards and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, email address and phone number and description of project.

2.9 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.

2.10 Description of Work

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

Technical Proposal

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

- PROPOSER background, with specific detail to similar projects performed in excess of 1,000,000 cubic yards
- PROPOSER technical experience regarding large scale debris removal operations associated with hurricanes, storms, tornadoes or other natural or manmade disasters
- Organizational chart including proposed points of contact and a full-time project manager required to report to the END USER
- Training and professional experience (include all professional certifications)
- A list of existing contracts, particularly those within the State of Texas
- References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards)
- A list of sub-CONTRACTORS
- Provide a one to two page company profile to provide END USERS with a brief description of the firm, capabilities, experience, contact information, website, and additional resources.
- Detailed listing of CONTRACTOR'S equipment and resources
- A mobilization and operations plan
- Construction drawings for OSHA compliant temporary inspection towers

- Completed Bid Certification Form along with rate schedules on provided forms
- Anti-Collusion Statement
- 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.
- Spill and Fire Prevention Plan – PROPOSERS shall submit spill prevention and fire prevention plans tailored to on-site activities at the TDSRS site or facility.
- 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.
- Employee Training and Medical Monitoring– PROPOSERS shall submit a detailed training outline of each position involved in debris removal and TDSRS site operations.. PROPOSERS shall also submit information regarding employee medical monitoring requirements.
- 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.
- Third-Party Certification – PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

2.11 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 are met and a safety officer assigned to the project for the duration of this contract.

2.12 Generator Status and Indemnification

In order to protect H-GAC and END USERS 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 END USER'S HOUSEHOLD HAZARDOUS COLLECTION AND/OR DISPOSAL FACILITY.**

CONTRACTOR agrees to and shall defend, indemnify, and hold H-GAC, END USERS, their employees, officers, and legal representatives (collectively, "H-GAC/END USERS") 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', CONTRACTOR'S or SUB-CONTRACTORS' actual or alleged negligence or intentional acts or omissions;
2. H-GAC/END USERS' and CONTRACTOR'S actual or alleged concurrent negligence, whether CONTRACTOR is immune from liability or not; and

3. H-GAC/END USERS' 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 H-GAC /END USERS harmless during the term of this agreement and for four years after this agreement terminates. CONTRACTOR shall not indemnify H-GAC/END USERS for the H-GAC/END USERS' sole negligence.

2.13 Release

The CONTRACTOR, its predecessors, successors, and assigns hereby release, relinquish, and discharge the H-GAC/END USERS, its agents, employees, officers and legal representatives from any liability arising out of the H-GAC/END USERS' sole and/or concurrent negligence and/or the H-GAC/END USERS' 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.

2.14 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 H-GAC 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 H-GAC 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 H-GAC to suspend the Contract and for END USERS 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 H-GAC, 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 H-GAC, and that it shall give thirty (30) days written notice to H-GAC 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 nonrenewed 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 H-GAC, at its option, to terminate the Agreement at once. CONTRACTOR shall give written notice to H-GAC 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 H-GAC 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 H-GAC.

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 H-GAC 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.

2.15 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.

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 H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

3.3 Recycling and Waste Management Hierarchy

H-GAC 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. H-GAC 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 H-GAC and to arrange for the ultimate disposition of the wastes accordingly.

3.4 Non-Discrimination and Equal Opportunity

The CONTRACTOR agrees 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 H-GAC to assist Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses in learning how to do business with H-GAC. Further it is H-GAC's policy that these sources shall have the maximum feasible opportunity to compete. Successful CONTRACTOR agrees it will comply with this policy if accepted.

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 H-GAC 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 H-GAC.

3.8 Venue

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

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

3.9 Terms, Conditions and Exceptions

- 3.9.1 This RFP does not commit H-GAC to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 3.9.2 The proposals will become part of H-GAC's official files without any obligation on H-GAC's part. All responses shall be held confidential from all parties other than H-GAC until after the contract is awarded. Afterward, the proposals shall be available to the public.
- 3.9.3 H-GAC shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than H-GAC, 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 H-GAC (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, H-GAC 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 H-GAC.
- 3.9.8 H-GAC and the selected PROPOSER may negotiate a contract or contracts for submission to the H-GAC Board of Directors for consideration and approval. In the event an agreement cannot be reached with the selected PROPOSER, H-GAC reserves the right to select an alternative PROPOSER. H-GAC reserves the right to negotiate with the CONTRACTOR the exact terms and conditions of the contract.
- 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 H-GAC Project Administrator.
- 3.9.10 PROPOSERS are advised that all H-GAC 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

H-GAC 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 H-GAC determines that such termination is in the best interest of H-GAC and END USER 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 ("END USER") pursuant to the Contract and to the satisfaction of H-GAC's Executive Director or his designee whose name has not appeared on any prior invoice. Participating END USERS agree to pay the successful PROPOSER, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of END USER 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, H-GAC may consider the successful PROPOSER to be in default. In this event, H-GAC 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, H-GAC may issue a Termination Notice.

- 3.9.12 CONTRACTOR must promptly report to H-GAC 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 H-GAC 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 H-GAC reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.
- 3.9.15 H-GAC reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. H-GAC 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 H-GAC and/or END USERS 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 H-GAC, all at no additional cost or liability to H-GAC and/or END USER.
- 3.9.19 All disposal sites and treatment methods used by the CONTRACTOR shall be approved by END USER. Any changes in disposal site or treatment method without obtaining prior approval of END USER 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 H-GAC to perform planning services would not result in either a personal conflict of interest or an organizational conflict of interest.
- 3.9.21 H-GAC and/or END USER 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 END USER 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 H-GAC 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 Federal, State and local 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 Preaudit

Any contract resulting from this RFP process will be pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by a END USER 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 H-GAC 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 END USER 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 END USER 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 End Users

The END USER may choose to 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 End User Agreements entered into between CONTRACTOR and any END USER 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 End User Agreement with the END USERS pursuant to this Contract. Applicable H-GAC fees would be due and payable to H-GAC on any End User Agreements surviving termination of the Contract between H-GAC and CONTRACTOR.

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 H-GAC Board of Directors to authorized negotiation with top-ranked PROPOSERS. Grievances filed more than 10 days after action by H-GAC Board of Directors 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 Chief Financial Officer of H-GAC 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.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Financial Officer will initiate the informal resolution process.

The Procurement Officer or Departmental Director 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 Office Services Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Financial Officer immediately. The Chief Financial Officer 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 Chief Financial Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC 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 Executive Director.

The decision reached by the Executive Director 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 Executive Director to a Court of competent jurisdiction.

Section 4: OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all “eligible” debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidances and policies, and as directed by the END USER. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non burnable, 2) loading the debris, 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the CONTRACTOR by the END USER. It shall be the CONTRACTOR 'S responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the CONTRACTOR was issued a notice to proceed, unless otherwise directed by the END USER, in writing. This includes, but is not limited to:

The END USER will request the above mentioned information via the END USER request form that has been provided by H-GAC. The END USER request form will allow an entity to enter into an agreement with the CONTRACTOR regarding the END USERS specific needs concerning debris management activities.

1. Vegetative Debris

- a. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber and wood products.
- b. Remains of standing trees which are clearly damaged beyond salvage.

2. Construction and Demolition (C&D) Debris

- a. Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels.
- b. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- c. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- d. Metal debris, consisting of various thicknesses of corrugated metal and other thin sheet metal products.

4.1 Description of Designated Area

- 4.1.1 The designated area for debris removal is bounded by END USER limits and includes all public right-of-ways, easements, parks, debris staging areas within the areas of the entity. Roadways in municipalities within the END USER'S limits may assign debris removal responsibilities to the PROPOSER. Debris removal performed on these municipal roadways will be performed as identified by the END USER. The END USER may also authorize the PROPOSER to perform debris removal on NON-END USER roadways or other areas as directed in writing by the END USER.
- 4.1.2 All debris identified by the END USER shall be removed. The CONTRACTOR shall make up to two complete passes through the END USER's limits, removing all debris along each street Right-of-Way ("ROW"). It is at the END USER'S discretion to require a third pass to be performed by the CONTRACTOR. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the END USER or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized by the END USER, in writing.
- 4.1.3 CONTRACTOR shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all State, Local, and Federal regulations.
- 4.1.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.
- 4.1.5 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 TDSRS, unless approved in advance by the END USER.
- 4.1.6 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 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.
- 4.1.7 CONTRACTOR will provide an on-site Project Manager to the END USER. The Project Manager shall provide a telephone number to the END USER with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with END USER representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, LOCAL coordination, and damage repairs. Frequency of meetings may be adjusted by the END USER. PROPOSER Project Manager must be available 24

hours-day, or as required by the END USER.

4.1.8 The END USER may provide the CONTRACTOR with Temporary Debris Storage and Reduction Sites (TDSRS). The CONTRACTOR will be responsible for returning the TDSRS to its original condition, abiding by all State and Federal environmental regulatory requirements.

1. TDSRS location to be determined within the END USER service request form.
2. Once TDSRS locations are determined, the CONTRACTOR will be provided with address, GPS coordinates, and estimated acreage.
3. Based on the severity of the disaster, the END USER may task the CONTRACTOR with locating additional sites available as TDSRS.
4. The END USER 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 END USER. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. TDSRS 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 END USER.
5. Payment for disposal costs such as tipping fees incurred by the CONTRACTOR at permitted disposal facilities, or other END USER 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.

4.1.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.

4.1.10 The END USER reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

Section 5: SCOPE OF WORK

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 END USER roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the END USER shall be clear and passable within (70) seventy working hours of the issuance of a notice to proceed from the END USER to conduct emergency roadway clearance work. This may include roadways in municipalities within the END USER. Clearance of these roadways will be performed as identified by the END USER.

5.2 ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the END USER ROW to an END USER approved TDSRS or other designated disposal facility.

1. Vegetative debris existing in the END USER ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, END USER parks, alleys, END USER debris staging areas, and other areas as designated by the END USER.
2. For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of vegetative debris existing in the END USER will be performed as identified by the END USER.
4. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific Right-of-Entry ("ROE") legal and operational procedures.

5.3 ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the END USER ROW to a END USER approved TDSRS or other designated disposal facility.

1. C&D debris existing in the END USER ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, END USER parks, alleys, and END USER debris staging areas.
2. For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of C&D debris existing in the END USER ROW will be performed as identified by

the END USER.

5.4 Demolition, Removal, and Transport of Structures

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the END USER. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to an END USER approved TDSRS or other designated disposal facility.

1. Removal and transportation of demolished structures and scattered C&D debris on private property, will be performed as identified by the END USER.
2. Entry onto private property will only be permitted when directed by the END USER. The END USER will provide specific Right Of Entry (ROE) legal and operational procedures.
3. CONTRACTOR is required to strictly adhere to any and all Local, State, and Federal regulatory requirements for the demolition of structures.

5.5 TDSRS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate TDSRS for the acceptance, management, segregation, and staging of disaster related debris. TDSRS layout and ingress and egress plan must be approved by the END USER

1. The management of TDSRS includes assistance in obtaining necessary Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Debris at the TDSRS will be clearly segregated and managed according to the separately priced collection operations outlined in section 4, "Overview of Work of Scope Rate Schedule Items."
3. CONTRACTOR is responsible for providing TDSRS traffic control.
4. CONTRACTOR is responsible for providing TDSRS dust control.
5. CONTRACTOR is responsible for providing 24-hour site security.
6. CONTRACTOR shall provide a tower from which the END USER or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.
7. CONTRACTOR is responsible for operating the TDSRS in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.
8. Upon completion of haul-out activities, CONTRACTOR shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the COUNTY or its authorized representative.

5.6 Grinding (Reduction of Storm Generated Debris)

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

1. All un-reduced storm debris must be staged separately at the TDSRS.
2. PROPOSER must obtain approval to reduce C&D debris from END USER. If approved for reduction by END USER, C&D debris must be reduced via grinding in order for the END USER to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

5.7 Incineration (Reduction of Storm Generated Debris)

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

1. All un-reduced storm debris must be staged separately at the TDSRS.

5.8 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at an END USER approved TDSRS to a final disposal facility.

1. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

5.9 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees (12) twelve inches or greater in diameter, measured (3) three feet from the base of the tree or chest height and hanging limbs (2) two inches or greater in diameter existing in the END USER ROW. Further, debris generated from the removal of hazardous trees and hanging limbs (2) two inches or greater existing in the END USER ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 5.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than (12) inches in diameter, measured (3) three feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with 5.2. The END USER will not compensate the CONTRACTOR for leaning trees less than (12) twelve inches in diameter on a unit rate basis.

1. Removal and transportation of hazardous trees (12) twelve inches or greater in diameter and hanging limbs (2) two inches or greater in diameter existing in the END USER ROW and private property will be performed as identified by the END USER. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the CONTRACTOR, in writing, by the END USER. In order for leaning or hazardous trees

to be removed and eligible for reimbursement, the tree must satisfy a minimum of (1) one of the following requirements:

- a. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.
- b. The tree is dead, twisted, or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

5.10 Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous uprooted stumps (24) twenty-four inches or greater in diameter, measured (24) twenty-four inches from the base of the tree existing in the END USER ROW. Further, debris generated from the removal of uprooted stumps existing in the END USER ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 5.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Stumps measured (24) twenty-four inches from the base of the tree and less than (24) twenty-four inches in diameter will be considered normal vegetative debris and removed in accordance with 5.2. The END USER will not compensate hazardous stumps less than (24) twenty-four inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of 5.2.

1. Removal and transportation of hazardous uprooted stumps existing in the END USER ROW and private property will be performed as identified by the END USER. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR, in writing, by the END USER. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:
 - a. Over 50% of the tree crown is damaged or broken and heartwood is exposed.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of 5.2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table).

The END USER or its representative will measure and certify all stumps before removal.

5.11 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW).

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 regulatory agencies.

5.12 Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the END USER. The removed vehicles will be hauled to an END USER approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. The removal, transportation, and disposal required for Abandoned Vehicle Removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.13 Animal Carcass Removal and Disposal

Under this contract, work shall consist of the removal of animal carcasses in areas identified and approved by the END USER. The carcasses will be hauled to an END USER approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. 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 regulatory agencies.

5.14 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of White Goods. White Goods containing refrigerants will be hauled to an END USER approved staging area where certified technicians will remove the refrigerants.

1. 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.

5.15 Freon Removal

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the END USER. The Freon containing items will be hauled to an END USER approved staging area under the terms and conditions of 5.14 and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

1. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.16 Asbestos Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of Asbestos.

1. The removal, transportation, and disposal of Asbestos includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.17 Use of Local Resources

As per the Robert T. Stafford Act and FEMA regulations, PROPOSER will be able to use his/her own SUB-CONTRACTOR resources to meet the obligations of the contract. It is expected that the Awarded CONTRACTOR will utilize at least **30%** of SUB-CONTRACTORS are resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

5.18 Working Hours

Monday through Sunday, the Contract hours shall only be during daylight hours or as otherwise directed by the END USER. No work outside these hours shall be allowed unless approved in advance by the END USER.

5.19 Debris Site Tower Specifications

5.19.1 The CONTRACTOR shall provide a minimum of one tower at each dumpsite for the use of END USER representatives during their inspection of dumping operations. If ingress and egress of a TDSRS is of significant distance that the END USER or its representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum (8) eight feet by (8) eight feet of usable floor area, be covered by a roof with (2) two feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up (4) four feet on all (4) four sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense contemplated as part of the PROPOSER'S compensation under the terms and conditions of section 5.5.

5.19.2 The CONTRACTOR shall provide a minimum of one portable toilet at each dumpsite for the use of END USER representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the CONTRACTOR throughout the duration of dumping operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense contemplated as part of the CONTRACTOR'S compensation under the terms and conditions of section 5.5.

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

5.20 Equipment

5.20.1 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

5.20.2 Sideboards or other extensions to the bed are allowable provided they meet all

applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of (2) two inch by (6) six inch boards or greater and not to extend more than (2) two feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized END USER representatives prior to its use by the CONTRACTOR.

- 5.20.3 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 work area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.
- 5.20.4 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the END USER.
- 5.20.5 Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the END USER, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

5.21 Traffic Control

- 5.21.1 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.
- 5.21.2 CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
- 5.21.3 Highways, streets or parts of the work 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.
- 5.21.4 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out 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.
- 5.21.5 The expenses incurred by the CONTRACTOR for items 5.22.1 to 5.22.3 are compensated under the terms and conditions of section 5.5.

5.22 Damage To Public Or Private Property

- 5.22.1 CONTRACTOR is responsible for all damage, injury, or loss to any property.
- 5.22.2 CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means

determined to be necessary.

- 5.22.3 CONTRACTOR failure to restore damage to public or private property to the satisfaction of the END USER will result in the END USER withholding retainage money in an amount sufficient to make necessary repairs.

5.23 Existing Utilities

- 5.23.1 Some trees and debris which 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. CONTRACTOR shall pay all such costs to the utility company for any adjustments.
- 5.23.2 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.

5.24 Environmental Protection

- 5.24.1 All chemicals of whatever nature used during project construction or furnished for project operation must be state and federally certified. Their use and disposal of all residues shall be in strict compliance with instructions.
- 5.24.2 The CONTRACTOR shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the END USER. CONTRACTOR shall comply in a timely manner with all directions of the END USER regarding the use of a water truck or other approved dust abatement measures.
- 5.24.3 The CONTRACTOR shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection.

5.25 Documentation and Measurement

- 5.25.1 Prior to beginning any work, the END USER, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the END USER, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized END USER representative each time it returns to work from other contracts or communities.
- 5.25.2 CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain a valid driver's licenses and equipment legally fit for travel on the road.

5.25.3 The CONTRACTOR shall designate one project manager. The representative shall provide a telephone number to the END USER with which he or she can be reached throughout the duration of the project.

5.25.4 "Load tickets" will be provided by the END USER or its representative for recording volumes of debris removal.

1. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
2. Load tickets will be issued by an authorized representative of the END USER at the loading site. The END USER representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the END USER representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the END USER representative present at the dumpsite. The END USER representative will validate, enter the estimated debris quantity, and sign the tickets. The END USER will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.
3. The CONTRACTOR shall give written notice of the location for work scheduled 24 hours in advance.

5.26 END USER Responsibilities

END USER responsibilities will vary with each END USER depending on END USER needs and resources. The END USER, at a minimum, will be responsible for the following:

1. Coordination of collection activities with CONTRACTOR
2. END USER service request form
3. Identifying suitable temporary debris storage and reduction site activities
4. Promotion of debris management activities
5. Educational materials
6. Submittal of post-collection TDSRS data reports to TCEQ
7. Recruitment and coordination of volunteers
8. Coordination with local police, fire, EMS and other appropriate agencies
9. Provision of emergency contact information

Section 6: EVALUATION AND SELECTION PROCESS

1. Proposals will be evaluated by **H-GAC** using the following criteria:

- a. Proposal Requirements and Completeness of Proposal** **10 points**
- b. References, Experience, Reputation, Compliance** **25 points**
 - Experience and reputation in managing debris removal and disposal projects within Federal and State regulations and guidelines
 - Personnel experience and training
 - Financial stability
- c. Debris Management Services** **40 points**
 - Degree of H-GAC and END USER liability in proposed debris management methods
 - Breadth of service, number of END USER contract the CONTRACTOR can handle
 - Debris Management methods and commitment to H-GAC and END USER debris management preferences
 - Availability of preferred disposal methods, e.g. types of materials planned for reuse and recycling
 - Ability to ensure debris is collected, sorted, transported safely and reduced appropriately
 - Ability to serve a wide range of project types (i.e. permanent facility, one-day event, mobile collection unit) and community types (i.e. rural, urban, suburban)
- d. Responsiveness of Proposal** **25 points**
 - Demonstrated understanding of H-GAC and END USER needs
 - Demonstrated understanding of requirements of the RFP and Contract
 - Quality of proposal and impressions of response as it relates to project
 - Additional services, ideas or products that will benefit H-GAC and END USERS

- 2. There will be a total maximum score of 100 points. PROPOSERS who score 70 points or above will be eligible to receive an award. To meet the needs of **H-GAC** and Cooperative Purchasing Program Members, 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 requirements herein.
- 4. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response 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 **H-GAC's** opinion the information was intended to mislead regarding a requirement of the solicitation document.
- 6. During the evaluation process, **H-GAC** may require a Respondent's representative to answer

questions with regard to the proposal. Failure of Respondent to demonstrate that the claims made in its proposal are in fact 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		



SECTION C - H-GAC FORMS

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: _____

Title: _____

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form CIQ:	Conflict Of Interest Questionnaire

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except that additional lines may be inserted in **Form E** as necessary.

ALL completed *FORMS* must also be submitted electronically on CD-ROM, excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

Form CIQ: **H-GAC** is required to solicit and maintain on file a completed Form CIQ from all entities with which it does business. However, **H-GAC** does not provide interpretation of the law requiring the Form, nor advice or instruction as to completion of the Form. If Offeror has questions of that nature they should be directed to Offeror's legal counsel.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: _____

Invitation Title: _____

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ Manufacturer ☐ Dealer/Distributor ☐ OtherResponse Type(1): ☐ Offeror Acting Alone ☐ Joint Offering

Contract Signatory(2): _____

Title: _____

Mailing Address(3): _____

Physical Address: _____

Phone: _____

Fax: _____

Email Address: _____

Federal ID No.: _____

Web Page URL: _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____

Mailing Address: _____

Physical Address: _____

Toll Free Phone: _____

Fax: _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Invitation No.: _____

Title: _____

Offeror: _____

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is committed to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By: _____

Title: _____

Date: _____

HUB Status Of Offeror☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.Designation(s): ☐ HUB ☐ DBE ☐ MBE ☐ WBE ☐ Other _____

Certifying/Listing Authority(s): _____

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB, DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST		Invitation No.: _____
Title: _____		
Offeror: _____		
This <i>FORM</i> is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. <u>Responses that do not comply with all requirements may be considered non-compliant.</u> Offeror's signatory must review each item below, and certify by initialing in the space to the right.		
This Response Includes:		Init.
1 An "Original" of all required <i>FORMS</i> and documents, plus one copy, each in a separate hard-sided 3-ring binder.		
2 A completed electronic copy of all Forms , and any other documents as may be so required, on CD-Rom.		
3 The required list of References .		
4 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.		
5 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.		
6 Employee Training and Medical Monitoring - PROPOSERS shall submit a detailed training outline of each position involved in debris removal and TDSRS operations. PROPOSERS shall also submit information regarding employee medical monitoring requirements.		
7 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 .		
8 Third-Party Certification - PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.		
9 References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards).		
10 Form CIQ completed and signed.		
11 A Bid/Proposal Bond or Cashier's Check in the amount of \$3000 (<u>not a percentage bond</u>).		N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

[1] Name of person doing business with local governmental entity.

[2]



Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

[3] Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

[4] Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

[5] Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each affiliation or business relationship.

[6] Describe any other affiliation or business relationship that might cause a conflict of interest.

[7]

Signature of person doing business with the governmental entity

Date

Exhibit C

H-GAC Standard Pricing Worksheet

Date: 7/13/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE					CERES Environmental		DRC		Phillips & Jordan	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1.	ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.	Estimated CY								
		142,500	\$7.49	\$1,067,325.00		\$1,031,702.50	\$6.09	\$861,825.00		
2.	ROW C&D Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible C&D debris on the ROW to an approved TDSRS or other designated disposal facility.	Estimated CY								
		47,500	\$7.24	\$343,900.00		\$361,950.00	\$4.94	\$237,025.00		
3.	Demolition, Removal and Transport of Eligible Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish structures on private property.	Estimated CY								
		100	\$24.99	\$2,499.00		\$2,886.00	\$10.19	\$1,019.00		
4.	TDSR Management and Operations Work consists of the management and operation of TDSRS for acceptance, management, segregation, and staging of disaster related debris.	Estimated CY								
		190,000	\$0.79	\$150,100.00		\$76,000.00	\$1.20	\$228,000.00		
5.	Reduction of Storm Generated Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.	Estimated CY								
		95,000	\$1.49	\$141,550.00		\$286,000.00	\$1.80	\$171,000.00		
6.	Reduction of Storm Generated Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.	Estimated CY								
		47,500	\$1.42	\$67,450.00		\$114,950.00	\$0.99	\$47,025.00		
7.	Reduction of Storm Generated Debris Through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.	Estimated CY								
		47,500	\$1.37	\$65,075.00		\$56,400.00	\$0.79	\$37,525.00		
8.	Haul-out of Reduced Debris to Final Disposal Site Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.	Estimated CY								
		27,550	\$3.75	\$103,312.50		\$88,711.00	\$3.99	\$109,924.50		

Notes:
(Enter notes as applicable or Else)

H-GAC Standard Pricing Worksheet

Date: 7/13/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

9.	Removal of Eligible Hazardous Leaning Trees and Hanging Limbs Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	Estimated Trees	6 inch to 12 inch diameter	9	\$125.00	\$1,125.00	\$120.00	\$300.00	\$48.00	\$432.00
			13 inch to 24 inch diameter	17	\$150.00	\$2,550.00	\$250.00	\$4,250.00	\$72.00	\$1,224.00
			25 inch to 36 inch diameter	8	\$175.00	\$1,400.00	\$350.00	\$2,800.00	\$96.00	\$768.00
			37 inch to 48 inch diameter	1	\$450.00	\$450.00	\$850.00	\$450.00	\$96.00	\$96.00
			49 inch and larger diameter	0	\$600.00	\$0.00	\$1,250.00	\$0.00	\$0.00	\$0.00
			Hanger Removal (per Tree)	1,414	\$49.00	\$69,286.00	\$67.00	\$94,794.00	\$16.00	\$50,904.00
10.	Removal of Eligible Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.	Estimated Stumps	24 inch to 36 inch diameter	4	\$500.00	\$2,000.00	\$450.00	\$1,800.00	\$120.00	\$480.00
			37 inch to 48 inch diameter	0	\$750.00	\$0.00	\$650.00	\$0.00	\$0.00	\$0.00
			49 inch and larger diameter	0	\$900.00	\$0.00	\$850.00	\$0.00	\$10.00	\$0.00
11.	Abandoned Eligible Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Estimated Units								
			50	\$295.00	\$14,750.00	\$185.00	\$9,450.00	\$175.00	\$8,750.00	
12.	Abandoned Eligible Vessel Removal Work consists of the removal of abandoned vessels in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Estimated Units								
			50	\$500.00	\$25,000.00	\$500.00	\$25,000.00	\$175.00	\$8,750.00	
13.	Eligible Animal Carcass Removal and Disposal Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	Estimated Units								
			100	\$200.00	\$20,000.00	\$50.00	\$5,000.00	\$65.00	\$6,500.00	
14.	ROW White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for removal, transportation, and disposal of eligible White Goods.	Estimated CY								
			100	\$60.00	\$6,000.00	\$40.00	\$4,000.00	\$35.00	\$3,500.00	
15.	Freon Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.	Estimated CY								
			25	\$90.00	\$2,250.00	\$25.00	\$625.00	\$40.00	\$1,000.00	
Total Estimated Contract Price						\$2,086,022.50		\$2,196,010.00		\$2,085,747.50

Notes:
[Enter notes as applicable or Erase]



Debris Removal Contractor

Secondary
Awarded Vendor

DRC ENVIRONMENTAL

RESPONSE

&

PROPOSAL INFORMATION

H-GAC Standard Pricing Worksheet

Date: 8/10/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE				
		To be Completed By Vendor ▼	To be Completed By End User ▼	
1. ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.		\$ Per Cubic Yard	Estimated CY	Total
		\$ 7.24	142,500	\$ 1,031,700.00
2. ROW C&D Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible C&D debris on the ROW to an approved TDSRS or other designated disposal facility.		\$ Per Cubic Yard	Estimated CY	Total
		\$ 7.62	47,500	\$ 361,950.00
3. Demolition, Removal and Transport of Eligible Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish structures on private property.		\$ Per Cubic Yard	Estimated CY	Total
		\$ 28.86	100	\$ 2,886.00
4. TDSR Management and Operations Work consists of the management and operation of TDSRS' for acceptance, management, segregation, and staging of disaster related debris.		\$ Per Cubic Yard	Estimated CY	Total
		\$ 0.40	190,000	\$ 76,000.00
5. Reduction of Storm Generated Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.		\$ Per Cubic Yard	Estimated CY	Total
		\$ 2.80	95,000	\$ 266,000.00
6. Reduction of Storm Generated Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.		\$ Per Cubic Yard	Estimated CY	Total
		\$ 2.42	47,500	\$ 114,950.00
7. Reduction of Storm Generated Debris Through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.		\$ Per Cubic Yard	Estimated CY	Total
		\$ 2.24	47,500	\$ 106,400.00
8. Haul-out of Reduced Debris to Final Disposal Site Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.		\$ Per Cubic Yard	Estimated CY	Total
		\$ 3.22	27,550	\$ 88,711.00

H-GAC Standard Pricing Worksheet

Date: 8/10/2009

End User: *[Enter Client Name]*

Notes:
[Enter notes as applicable or Erase]

H-GAC Standard Pricing Worksheet

Date: 8/10/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)				
		To be Completed By Vendor ▼	To be Completed By Eng User ▼	
9. Removal of Eligible Hazardous Leaning Trees and Hanging Limbs				
Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.				
	6 inch to 12 inch diameter	\$100.00	Estimated Trees	9
	13 inch to 24 inch diameter	\$250.00		17
	25 inch to 36 inch diameter	\$350.00		8
	37 inch to 48 inch diameter	\$850.00		1
	49 inch and larger diameter	\$1,250.00		0
	Hanger Removal (per Tree)	\$67.00		1,414
				\$94,738.00
10. Removal of Eligible Hazardous Stumps				
Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.				
	24 inch to 36 inch diameter	\$450.00	Estimated Stumps	4
	37 inch to 48 inch diameter	\$650.00		0
	49 inch and larger diameter	\$850.00		0
				\$1,800.00
11. Abandoned Eligible Vehicle Removal				
Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.				
			Estimated Units	
		\$189.00		50
				\$9,450.00
12. Abandoned Eligible Vessel Removal				
Work consists of the removal of abandoned vessels in areas identified and approved by the applicant and subsequently transported to an approved staging area.				
			Estimated Units	
		\$500.00		50
				\$25,000.00
13. Eligible Animal Carcass Removal and Disposal				
Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.				
			Estimated Units	
		\$50.00		100
				\$5,000.00
14. ROW White Goods Debris Removal (Collect & Haul)				
Work consists of all labor, equipment, fuel, and associated costs necessary for removal, transportation, and disposal of eligible White Goods.				
			Estimated CY	
		\$40.00		100
				\$4,000.00
15. Freon Removal (Collect & Haul)				
Work consists of all labor, equipment, fuel, and associated costs necessary for recovery and disposal of Freon				
			Estimated CY	

Date: 8/10/2009

Date: 8/10/2009

[illegible]

Total Estimated Contract Price	\$	2,198,010.00
<i>(Total Price in v Two million, one hundred ninety eight thousand, ten dollars and zero cents</i>		
	#NAME?	

(Total Price in v Two million, one hundred ninety eight thousand, ten dollars and zero cents

Disposal/tipping fees to be billed as a direct pass through with no mark up

ABILITY TO PROVIDE TECHNICAL TRAINING AND EDUCATIONAL SERVICES

FEMA TECHNICAL MANAGEMENT TRAINING - DRC has qualified personnel who are available to provide any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the County. Training sessions are scheduled and led by Dr. Walter Maestri and Ms. April Callaway and will address planning and reimbursement issues as well as any other concerns of the City or County. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

DR. WALTER MAESTRI is Emergency Management Consultant. Dr. Maestri served for over a decade as Director of Emergency Management for Jefferson Parish, Louisiana, playing a key role in preparation and evacuation planning for Louisiana's largest suburban parish. His expertise and experience have been utilized by federal and state emergency planners as well as nationwide news networks over the past ten years. Most recently, Dr. Maestri served the citizens of his parish and state with distinction during Hurricane Katrina and its aftermath, the nation's worst-ever natural disaster. He has authored over a dozen publications and presentations on emergency management, has ten different certifications from the Emergency Management Institute and the Federal Emergency Management Agency, and holds a bachelors degree from Spring Hill College in Mobile, as well as a doctorate from the University of Southern Mississippi.

NATIONAL INCIDENT MANAGEMENT SYSTEM TRAINING

Overview

National Incident Management System-related training is one of the important elements that state, territorial, tribal and local entities must complete during Fiscal Year 2006 (Oct. 1, 2005 – Sept. 30, 2006) to become fully compliant with the NIMS. Jurisdictions are required to meet the FY06 NIMS requirements as a condition of receiving federal preparedness funding assistance in FY 2007.

It is important to recognize that NIMS implementation will not end in FY06. NIMS is a dynamic system and the doctrine and implementation requirements will continue to evolve as our prevention, preparedness, response and recovery capabilities improve and our homeland security landscape changes. New personnel will need NIMS training and NIMS processes will have to be exercised in future years.

The successful implementation of NIMS depends on the participation and integration of all state, territorial, local and community-based organizations, including public, non-governmental and private organizations that may have a role in preparing for or responding to an incident.

States, territories, tribes and local jurisdictions should consider and include appropriate organizations in their NIMS implementation efforts, including private sector emergency medical and hospital providers, transportation systems, utilities and special facilities such as industrial plants, nuclear power plants, factories, military facilities, stadiums and arenas.

Full NIMS implementation is a dynamic and multi-year process with important linkages to the National Response Plan (NRP), the Homeland Security Presidential Directive - 8 (i.e. the "National Preparedness Goal") and the National Infrastructure Protection Plan. Future refinement to the NIMS will evolve as policy and technical issues are further developed and clarified at the national level. This may well result in additional requirements as to what constitutes continuous full NIMS compliance in FY07 and beyond.

Eligible to Compete

Ashbrite, Inc.
Ceres Environmental Services, Inc.
Cherry Demolition
Cleveland Wrecking Company
Crowder Gulf
D & J Enterprises, Inc.
DRC Emergency Services, LLC
IED, Inc.
J.B. Coxwell Contracting, Inc.
Jimmie Crowder Excavating & Land Clearing, Inc.
Omni Pinnacle, LLC
Phillips & Jordan, Inc.
Storm Reconstruction Services, Inc.
T.F.R. Enterprises, Inc.

Late and Ineligible to Compete

Inland Environments, Ltd.

Contract Award Recommendations

PROPOSER	SCORE
Phillips & Jordan, Inc.	94
Ashbritt, Inc.	94
Ceres Environmental Services, Inc.	92
Storm Reconstruction Services, Inc.	86
Crowder Gulf	86
Omni Pinnacle, LLC	83
DRC Emergency Services, LLC	78
T.F.R. Enterprises, Inc.	78
D & J Enterprises, Inc.	77

DRC Emergency Services, LLC

CORPORATE SUMMARY

DRC Emergency Services, LLC (DRC ES), part of the DRC family of companies (DRC), is among the leading disaster management companies in the United States that provide emergency preparation, response, and recovery from major catastrophes. **The primary mission of DRC ES is professional, honest, and immediate response to natural and man-made disasters throughout the world.** DRC and DRC ES have, over the past seventeen years, developed extensive experience and capabilities in emergency response and recovery.

HISTORY OF THE FIRM

DRC was incorporated in 1989 and initially worked in the southern states of North America. The corporate group expanded in February 1991 by establishing offices in Saudi Arabia and Kuwait in the aftermath of the liberation of Kuwait from Iraqi occupation. DRC has since undertaken major reconstruction projects, civil engineering works, vertical construction, heavy road and infrastructure construction, and established numerous work camps throughout the world and performed manpower and equipment leasing and landfill management, in addition to hazardous and medical waste remediation and disposal services.

EXPERIENCE: PAST PROJECTS OF THE DRC FAMILY OF COMPANIES

DATE	EVENT	DATE	EVENT
1989-1990	Hurricane Hugo - South Carolina and St. Croix, U. S. Virgin Islands	2001	Tropical Storm Gabrielle - Florida
1992-1993	Hurricane Andrew - Florida	2001	Ice Storm- Kansas and Missouri
1995-1996	Hurricane Marilyn, U.S. Virgin Islands and Puerto Rico	2002	Snow Storm - New York
1995-1996	Hurricane Opal - Florida	2002	Typhoon Chata'an - Guam
1996-1997	Hurricane Fran - North Carolina	2002	Floods- State of Virginia
1997	Hurricane Danny - Alabama	2002	Hurricane Isadore - Louisiana
1997-1998	Ice Storm - Nebraska	2002	Emergency Tire Fire (3 million tires) -Virginia
1998-2001	Super Typhoon Paka - Guam	2002	Hurricane Lili - Louisiana
1998-1999	Hurricane Georges - Puerto Rico and Alabama	2002-2003	U.S. Coast Guard IDIQ Facilities Maintenance and Emergency Construction
1998-2001	Hurricane Mitch - Honduras	2002-2003	Super Typhoon Pongsona - Guam
1999	Ice Storm - Alabama and Tennessee	2003	Operation Iraqi Freedom - Iraq
1999	Tropical Storm - Texas	2003-2004	Hurricane Isabel - Virginia
1999-2001	Category 5 Tornado - Oklahoma	2004	Floods- State of Texas
1999-2001	Hurricane Floyd - Florida, South Carolina and North Carolina	2004-2005	Hurricanes Charley, Frances, Jeanne and Ivan - Florida
1999	Hurricane Irene - Florida	2004-2005	Tropical Storm Gaston- South Carolina
2000	Ice Storm - Georgia	2005	Hurricane Dennis - Florida
2000	Ice Storm - North Carolina	2005-7	Hurricane Katrina - Florida, Louisiana, and Mississippi
2000	Category 4 Tornado - Texas	2005	Hurricane Ophelia - North Carolina
2000	Catastrophic Flood - New Jersey	2005	Hurricane Rita - Texas and Louisiana
2001	Ice Storms - Oklahoma, Louisiana, Texas and Arkansas	2005	Hurricane Wilma - Florida
2001	Texas Floods - Houston Area	2006	Ice Storms - New York
2001	West Virginia Flooding	2007	Ice Storms - Missouri
2001	Tropical Storm Allison - Texas and Louisiana	2008	F5 Tornado - Iowa
2001	Anthrax Terrorism Attack- U.S. Congress, Washington, DC	2008	Mother's Day Tornadoes - Georgia
		2008	Hurricane Gustav - Louisiana
			Hurricane Ike - Texas

THE HURRICANE SEASON OF 2004

In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan in the fall of 2004, the DRC family of companies and its teaming partners and/or subcontractors, performed in excess of 37 virtually simultaneous contracts and \$150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.

THE HURRICANE SEASON OF 2005

The 2005 hurricane season brought the strongest storms and the worst natural disaster in our nation's history. The DRC family of companies is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, and Wilma affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over \$130,000,000 in disaster remediation in the hardest hit parishes of Louisiana, in Monroe, Escambia, and Miami-Dade counties in Florida, and in the eastern coastal counties of Texas. DRC continues today to assist in affected areas of Louisiana, including the demolition and reconstruction of flooded structures in the New Orleans Area.

THE HURRICANE SEASON OF 2008

In 2008, following the severe Hurricanes of Gustav and Ike, DRC is simultaneously performing on 25 separate contracts in Louisiana and Texas, including the cities of New Orleans, Lafayette, Houston, and Galveston. DRC is on pace to remove 10-15 million cubic yards of debris generated by these two events. On one of these contracts, with the City of Houston, DRC has already performed an industry-best haul of 400,000 cubic yards in a single day.

DRC EMERGENCY SERVICES, LLC
CONSOLIDATED FINANCIAL STATEMENTS
FOR THE NINE MONTHS ENDED
SEPTEMBER 30, 2008
(WITH ACCOUNTANTS' COMPILATION REPORT)

DRC EMERGENCY SERVICES, LLC

TABLE OF CONTENTS

	PAGE
ACCOUNTANTS' COMPILATION REPORT	1
CONSOLIDATED FINANCIAL STATEMENTS	
CONSOLIDATED BALANCE SHEET	2
CONSOLIDATED STATEMENT OF INCOME	3
CONSOLIDATED STATEMENT OF CHANGES IN MEMBERS' EQUITY	4
CONSOLIDATED STATEMENT OF CASH FLOWS	5
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	6
SUPPLEMENTARY INFORMATION	
CONSOLIDATED SCHEDULE OF COST OF SALES	12
CONSOLIDATED SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES	13

ACCOUNTANTS' COMPILATION REPORT

To the Members
DRC Emergency Services, LLC
Mobile, Alabama

We have compiled the accompanying consolidated balance sheet of DRC Emergency Services, LLC as of September 30, 2008, and the related consolidated statement of income, changes in members' equity, and cash flows for the nine months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying consolidated financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

March 24, 2009

McKean & Associates
McKean & Associates, P.A.
Certified Public Accountants

DRC EMERGENCY SERVICES, LLC
CONSOLIDATED BALANCE SHEET
SEPTEMBER 30, 2008

ASSETS

Current Assets

Cash	\$ 1,425,764
Marketable securities	23,938
Accounts receivables, net of allowance for doubtful accounts	53,190,404
Prepaid expenses	965,094
Inventories	25,254
Notes receivable	<u>1,183,783</u>

Total Current Assets 56,814,237

Property and equipment, net 16,244,050

Total Assets \$ 73,058,287

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities

Accounts payable	\$ 34,826,221
Accrued expenses	2,626,382
Current portion of notes payable	<u>13,553,451</u>

Total Current Liabilities 51,006,054

Notes payable, less current portion 86,734

Total Liabilities 51,092,788

Members' Equity 21,965,499

Total Liabilities and Members' Equity \$ 73,058,287

See accompanying accountants' report and notes to the financial statements.

DRC EMERGENCY SERVICES, LLC
CONSOLIDATED STATEMENT OF INCOME
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008

SALES	\$ 76,314,166
COST OF SALES	<u>64,653,705</u>
GROSS PROFIT	11,660,461
OPERATING EXPENSES	
General and administrative expenses	<u>10,768,564</u>
INCOME FROM OPERATIONS	891,897
OTHER INCOME	
Interest and miscellaneous income	6,162,347
OTHER (EXPENSE)	
Interest expense	<u>(232,537)</u>
NET INCOME	<u><u>\$ 6,821,707</u></u>

See accompanying accountants' report and notes to the financial statements.

DRC EMERGENCY SERVICES, LLC
CONSOLIDATED STATEMENT OF CHANGES IN MEMBERS' EQUITY
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008

MEMBERS' EQUITY, beginning of year	\$ 17,159,742
DISTRIBUTIONS	(2,015,950)
NET INCOME	<u>6,821,707</u>
MEMBERS' EQUITY, end of year	<u>\$ 21,965,499</u>

See accompanying accountants' report and notes to the financial statements.

DRC EMERGENCY SERVICES, LLC
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008

OPERATING ACTIVITIES	
Net income	\$ 6,821,707
Adjustments to reconcile net income to net cash flows from operating activities:	
Depreciation	3,423,490
Gain on sale of property and equipment	52,452
Changes in operating assets and liabilities:	
Accounts receivable	(33,867,687)
Notes receivable	52,308
Prepaid expenses	(821,024)
Deposits	(8,574)
Accounts payable	26,443,849
Accrued expenses	313,104
Deferred revenue	<u>(3,558,985)</u>
NET CASH FLOWS FROM OPERATING ACTIVITIES	<u>(1,149,360)</u>
INVESTING ACTIVITIES	
Purchase of property and equipment	(4,288,836)
Proceeds from sale of marketable securities	<u>75,000</u>
NET CASH FLOWS FROM INVESTING ACTIVITIES	<u>(4,213,836)</u>
FINANCING ACTIVITIES	
Distributions to members	(2,015,950)
Proceeds from notes payable	15,100,000
Principal payments on notes payable	<u>(6,625,682)</u>
NET CASH FLOWS FROM FINANCING ACTIVITIES	<u>6,458,368</u>
NET (DECREASE) INCREASE IN CASH	1,095,172
CASH, beginning of year	<u>330,592</u>
CASH, end of year	<u><u>\$ 1,425,764</u></u>

See accompanying accountants' report and notes to the financial statements.

DRC EMERGENCY SERVICES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Nature of Activities

DRC Emergency Services, LLC is an Alabama limited liability company formed September 12, 2001. Its primary business is debris removal, landfill management, and construction work associated with natural disaster areas. The Company was formerly known as Emergency Communications and Logistics Services, LLC.

B. Use of Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires the use of estimates made by management. Accordingly, actual results may differ from those estimates.

C. Basis of Presentation

DRC Emergency Services, LLC records its activities using the accrual basis of accounting, thereby recognizing revenue when earned and expenses when incurred.

D. Accounts Receivable

It is the policy of the Company's management to periodically evaluate accounts receivable for potentially uncollectible accounts. This evaluation is used to calculate an allowance for doubtful accounts. Individual accounts are written off when the Company's management deems it unlikely that the remaining account balance will be collected. Management has evaluated its accounts receivable as of September 30, 2008 and has chosen to provide an allowance for doubtful accounts in the amounts of \$5,341,816. All other accounts are considered to be fully collectible.

E. Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation for reporting purposes is provided using the accelerated methods over the estimated useful lives.

F. Income Taxes

The Company is a pass-through entity for purposes of income taxes and the members report a proportionate share of the Company's income on their individual income tax returns. Therefore, no provision or liability for income taxes has been included in these financial statements.

G. Concentrations

The Company maintains cash balances at various financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$100,000. At various times throughout the year cash balances exceed the insured limits. Cash balances exceeded the FDIC limits by \$1,171,610 at September 30, 2008.

The Company has concentrations of revenue and unsecured accounts receivable in that the majority of its revenues are earned through contracts with governmental entities in the Southeastern United States. During the nine months ended, the Company earned 75% of its revenues on ten contracts. At September 30, 2008, 67% of the Company's gross trade receivables were due from six customers.

DRC EMERGENCY SERVICES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Cash and Cash Equivalents

The Company has defined cash and cash equivalents for purposes of the statement of cash flows as cash on hand, demand deposits, and short-term (three months or less), highly-liquid investments. The Company's cash and cash equivalents at September 30, 2008 consist of cash in banks and investments in money market funds.

I. Principles of Consolidation

The consolidated financial statements include the accounts of certain companies which are under common ownership and control in which the company has a variable interest as defined under FASB Interpretation No. 46 (Revised). All material inter-company accounts and transactions have been eliminated. The Company's 2008 financial statements include the accounts of Equipment Leasing, LLC, DRC, Inc., DRC Logistics, Inc., and DRC Blake Offshore Marine, Inc. See Note 8 for further details regarding the Company's implementation of FIN 46(R).

J. Revenue Recognition

The Company recognizes revenues when realized or realizable and earned. The Company considers revenue realized when services have been provided to a customer and collectability is reasonably assured.

The Company has entered into a contract with multiple phases under which it expects to provide services over a two-year period. Multiple-element arrangements such as this one are assessed to determine whether they can be separated into more than one unit of accounting. A multiple-element arrangement is separated into more than one unit of accounting if all of the following criteria are met:

- The delivered item(s) has value to the customer on a stand-alone basis.
- There is objective and reliable evidence of the fair value of the undelivered item(s).
- If the arrangement includes a general right of return to the delivered item(s), delivery or performance of the undelivered item(s) is considered probable and substantially in the control of the company.

If these criteria are not met, then revenue is deferred until such criteria are met or until the period(s) over which the last undelivered element is delivered. If there is objective and reliable evidence of fair value for all units of accounting in an arrangement, the arrangement consideration is allocated to the separate units of accounting based on each unit's relative fair value. In some cases there is objective and reliable evidence of fair value of the undelivered item(s) but no such evidence for the delivered item(s). In those cases, the residual method is used to allocate the arrangement consideration. Under the residual method, the amount of consideration allocated to the delivered item(s) equals the total arrangement consideration less the aggregate fair value of the undelivered item(s). The aforementioned revenue recognition policy is then applied to each unit of accounting.

K. Inventories

Inventories consist of food and other supplies and are valued at the lower of cost or market. Cost is determined using the first-in first-out method.

DRC EMERGENCY SERVICES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. DEFINED CONTRIBUTION PENSION PLAN

The Company sponsors a 401(k) plan. Employees meeting specified age and service requirements are eligible to participate in the plan. Employees may contribute up to 15% of their compensation as defined in the plan. The Company makes matching contributions of 50% of employee contributions up to 6%. The Company may also make discretionary contributions. The Company contributed \$32,948 for the nine months ended September 30, 2008.

3. PROPERTY AND EQUIPMENT

A summary of property and equipment follows:

Portable buildings	\$ 7,303,754
Kitchen equipment	3,485,426
Leasehold improvements	3,223,901
Heavy equipment	3,064,680
Airplane	3,042,172
Marine barges	2,875,000
Vehicles	2,100,250
Furniture and fixtures	1,009,653
Office equipment and computers	411,679
Watercraft	303,000
Motorhome	129,477
Recreation equipment	84,348
Small tools	47,092
	<u>27,080,432</u>
Accumulated depreciation	<u>(10,836,382)</u>
Total	<u>\$ 16,244,050</u>

Depreciation expense of \$3,423,490 was charged to operations for the nine months ended September 30, 2008

4. LIABILITY UNDER EMPLOYMENT AGREEMENT

DRC Emergency Services, LLC has entered into a three-year agreement with an employee which expires in 2008. Under the terms of this agreement, the employee is entitled to receive a portion of the Company's net operating income. Additionally, the employee is due three percent of the members' equity of the Company for each year the agreement is in effect up to a maximum of fifteen percent, provided that the employee fulfills all of the terms and conditions of the agreement. In connection with this agreement, DRC Emergency Services, LLC recorded substantial salary expense during the nine months ended September 30, 2008 as well as substantial accrued expenses as of September 30, 2008.

5. FINANCIAL INSTRUMENTS

Cash, cash equivalents, marketable securities, notes and other accounts receivable are financial assets with carrying values that approximate fair value. Accounts payable, other accrued expenses and liabilities, and long-term debt are financial liabilities with carrying values that approximate fair value.

Marketable securities as of September 30, 2008 consisted of municipal debt securities with a fair value and a carrying value of \$23,938. The securities bear an interest rate which is adjusted weekly, thus there are no unrealized gains or losses with regard to these investments. All marketable securities are classified as trading securities. Fair value of marketable securities is determined using quoted prices on the last trading day of the year.

DRC EMERGENCY SERVICES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

6. NOTES PAYABLE

A summary of the Company's notes payable follows:

Note payable to Regions Bank for a \$20,000,000 line of credit expiring June 30, 2009. Interest is payable monthly at a variable rate at Libor + 2.25%. The note is collateralized by accounts receivable	\$ 12,500,000

Note payable to Ford Motor Credit in the original amount of \$23,621, with monthly installments of \$587, including interest at 8.9% per annum; secured by lien on automotive equipment, expiring September 2012	23,621

Note payable to Ford Motor Credit in the original amount of \$23,935 with monthly installments of \$597, including interest at 8.9% per annum; secured by automotive equipment, expiring September 2012	23,935

Note payable to Ford Motor Credit in the original amount of \$24,044, with monthly installments of \$599, including interest at 8.9% per annum; secured by automotive equipment, expiring September 2012	24,044

Note payable to Ford Motor Credit in the original amount of \$24,044, with monthly installments of \$599, including interest at 8.9% per annum; secured by automotive equipment, expiring September 2012	24,044

Note payable to Ford Motor Credit in the original amount of \$24,044, with monthly installments of \$599, including interest at 8.9% per annum; secured by automotive equipment, expiring September 2012	24,044

Notes payable to members, due on demand.	<u>1,020,498</u>

Total	13,640,185

Less. current maturities	<u>13,553,451</u>
	<u><u>\$ 86,734</u></u>

Maturities of long-term debt are as follows:

2009	\$ 13,553,451
2010	29,122
2011	31,823
2012	25,789
	<u><u>\$ 13,640,185</u></u>

DRC EMERGENCY SERVICES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

7. ADVERTISING

Advertising costs are expensed as incurred. Advertising expense of \$136,216 was incurred and expensed for the nine months ended September 30, 2008.

8. CONSOLIDATION OF VARIABLE INTEREST ENTITIES

The Company has a number of affiliates with which it shares common ownership and control. In accordance with FASB Interpretation No. 46 (Revised) FIN 46(R)), the Company evaluates each of its affiliates on an annual basis to determine whether they qualify as variable interest entities as defined by FIN 46(R) and whether it is the primary beneficiary of those variable interests.

The Company has determined that one of these affiliates, Equipment Leasing, LLC qualifies as a variable interest entity and that it is the primary beneficiary. Equipment Leasing, LLC is an Alabama limited liability company which leases aircraft, vehicles, and other equipment to the Company. In accordance with FIN 46(R), the Company has consolidated the accounts of this lessor in its 2008 financial statements. As of September 30, 2008, Equipment Leasing, LLC had net assets (liabilities) of \$3,235,106. As of September 30, 2008, the carrying value of its assets was \$11,351,323 with related secured debt of \$119,687.

The Company has determined that its affiliate, DRC, Inc., a South Carolina corporation, qualifies as a variable interest entity and that it is the primary beneficiary. Accordingly, the Company has consolidated the accounts of DRC, Inc. for the nine months ending September 30, 2008. The primary business of DRC, Inc. is construction and disaster services throughout the world associated with natural disaster areas. As of, DRC, Inc. had net assets (liabilities) of \$6,178,234. Its total assets at September 30, 2008 had a carrying value of \$9,093,103 with no related secured debt.

The Company has determined that its affiliate DRC Logistics, Inc., a North Carolina corporation previously known as DRC North Carolina, Inc. qualifies as a variable interest entity and that it is the primary beneficiary. Accordingly, the Company has consolidated the accounts of DRC Logistics, Inc. for the nine months ending September 30, 2008. The primary business of DRC Logistics, Inc. is the construction and operation of international work camps. As of September 30, 2008, DRC Logistics had net assets (liabilities) of \$31,334. Its total assets as of September 30, 2008 had a carrying value of \$693,587 with no related secured debt.

The Company has determined that its affiliate DRC Blake Offshore Marine, Inc. qualifies as a variable interest entity and that it is the primary beneficiary. The Company has consolidated the accounts of DRC Blake Marine for the nine months ending September 30, 2008. The primary business of DRC Blake Marine is to maintain and operate an offshore crane. As of September 30, 2008, DRC Blake Marine had net liabilities of \$(670,753). Its total assets as of September 30, 2008 had a carrying value of \$2,875,000 with no related secured debt.

9. OBLIGATION UNDER NON-CANCELABLE OPERATING LEASES

The Company leases equipment under a non-cancelable operating lease which expires in 2009. Rental expense under this lease agreement was \$4,689 for the nine months ending September 30, 2008. Annual rental payments of \$6,252 will be due through December 31, 2008, and \$1,563 for the year ended December 31, 2009.

10. COMMITMENTS AND CONTINGENCIES

One of the Company's consolidated affiliates, DRC, Inc., is involved in several claims and lawsuits in the ordinary course of business, both as a plaintiff and as a defendant, including but not limited to the specific matters discussed in this note.

DRC EMERGENCY SERVICES, LLC

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

10. COMMITMENTS AND CONTINGENCIES (CONTINUED)

Four of the actions in which DRC, Inc. is currently involved are in connection with work performed in or about the year 2000 for the government of Honduras. DRC, Inc. completed its work on one contract and was terminated for the convenience of the Government (not default) on the other. The company has not been paid for this work, and as a result it has filed for arbitration in The Hague, Netherlands against the Honduras government, and has filed two actions against USAID in the United States Court of Federal Claims. The United States has not filed an answer in either case as both cases are stayed due to a subsequent lawsuit filed by the United States against DRC, Inc. in the Federal District Court for the District of Columbia alleging fraud in the procurement of one contract. DRC, Inc. has filed a Motion to Dismiss and intends to vigorously defend this lawsuit.

DRC, Inc. and others filed suit against Custer Battles, LLC to recover damages and civil penalties from the defendants for their knowing submission of false claims for payment to what is believed to be U.S.-funded entities involved in the reconstruction of Iraq. This action was filed in the Federal District Court in Alexandria, Virginia and is presently on appeal. The jury returned a verdict against Custer Battles, LLC which the Judge set aside, questioning whether the entities are legally US entities. Should the U.S. government recover damages from the defendant, DRC, Inc. and other parties expect to be awarded a portion of the amounts recovered. DRC, Inc. in a separate action had an affirmed judgment in excess of \$1,000,000 against Custer Battles, LLC, which is no longer in business.

A person was reportedly injured on a project under contract to DRC Emergency Services, LLC. It is alleged that a third tier subcontractor negligently directed traffic causing an accident. Insurance of one or more of the subcontractors is defending and indemnifying DRC Emergency Services.

No provision has been made in the Company's financial statements for amounts that will potentially be collected or paid as a result of litigation because the amounts are not estimable at this time, nor is collection assured.

11. RELATED PARTY TRANSACTIONS

In the normal course of business the Company had transactions with related parties as follows.

- Office space and real estate rented from a company with common owners totaled \$242,637 for the nine months ended.
- Advances to members in the amount of \$505,685 for the nine months ended.
- Notes receivable to one company with common owners in the amount of \$223,695 for the nine months ended.
- Accounts payable to companies with common owners totaled \$28,800 for the nine months ended.
- Advances to members with common owners totaled \$505,685 for the nine months ended.
- Notes payable to members in the amount of \$1,020,498 for the nine months ended. These notes bear interest at rates ranging from 4.14% to 6% and are due on demand.

12. SUBSEQUENT EVENT

The line of credit limit increased to \$70,000,000 on October 31, 2008.

DRC EMERGENCY SERVICES, LLC
CONSOLIDATED SCHEDULE OF COST OF SALES
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008

Equipment and subcontractor expense	\$ 51,488,479
Other direct expenses	9,707,179
Haiti camp operating expense	2,024,000
Direct labor	<u>1,434,047</u>
TOTAL	<u><u>\$ 64,653,705</u></u>

DRC EMERGENCY SERVICES, LLC
CONSOLIDATED SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2008

Depreciation	\$ 3,423,490
Salaries and wages	2,041,354
Taxes and licenses	1,973,819
Insurance	813,535
Travel and subsistence	790,364
Consulting fees	453,457
Rent	167,356
Advertising	136,216
Payroll taxes	133,385
Office supplies and expenses	124,635
Telephone expenses	109,936
Donations	98,799
Temporary office rent	98,578
Accounting fees	85,203
Equipment rental and repairs	55,046
Legal fees	50,248
Repairs and maintenance	43,210
Dues, subscriptions, and publications	40,653
Miscellaneous supplies and expenses	40,389
Retirement plan	32,948
Freight and postage	20,648
Office repairs and maintenance	13,646
Auto mileage and expense	9,196
Bank charges	7,002
Utilities	5,451
TOTAL	<u>\$ 10,768,564</u>

CURRENT PRE-POSITION CLIENTS OF THE DRC GROUP

DRC has been selected as pre-positioned, pre-qualified, or "stand-by" contractor for over 200 government entities and political subdivisions. We currently serve approximately 175 communities in this capacity from the Southwest United States to Florida in the Southeast to the Atlantic Seaboard and New England. We have permanent offices in Mobile, Alabama; New Orleans, Louisiana; and Washington, D.C. as well as dedicated regional representatives to serve all of our stand-by clients. Stand-by clients also have access, free of charge, to the expertise and training in Emergency Management provided by our consultants Walter Maestri, Ph.D., a longtime, nationally recognized emergency manager, and Daniel Craig, formerly of FEMA.

Anne Arundel County, MD	Jackson County, MS	Queen Anne's County, MD
Baltimore, MD Marine Debris /	Jacksonville Beach, FL	Richmond, VA
Derelect or abandoned boat removal	Jacksonville, NC	Sacramento County, CA
Baytown, TX	Jamaica Beach, TX	Safety Harbor, FL
Beaumont, TX	Jefferson County, TX	Santa Rosa County, FL
Bellaire, TX	Jefferson Parish, LA	Santa Rosa School District
Belleair Beach, FL	Kitty Hawk, NC	Sarasota (city of), FL
Bradford County, AL	La Port, TX	Sarasota County, FL
Broward County, FL	Lafayette Consolidated, LA	Escambia County SD, FL
Brunswick, GA	LaPorte, TX	School District Palm Beach
Carolina Beach, NC (Town)	Largo, FL	Sebastian, FL
Central Virginia Waste Management	Lee County School District, FL	Seminole County, FL
Authority	Lee County, FL Debris/Veg. Natural	Seminole, FL (City)
Charles County, MD	Creeks/Waterways	Shalimar, FL
Chatham County, GA	Leon County, Florida	Slidell, LA
Cinco Bayou, FL	Liberty-Hinesville, GA	South Carolina DOT
City of Kenner, LA	Lilesville, NC	South Padre Island, TX
City of Los Fresnos, TX	Longwood, FL	Southside Place, TX
Clarendon County, SC	Lowndes County, GA	SW Florida Water Mgmt Dist., FL
Columbia, SC	State of Maryland	Southwest Ranches (Town)
Compton, CA	Marco Island, FL	Spanish Fort, AL
Cooper City, FL	Martin County, FL	Springfield, Missouri
Crestview, FL	Mary Esther, FL	St. Bernard Parish, LA
Dania Beach, FL	Melbourne, FL	St. Cloud, FL
Dauphin Island, AL	Miami Dade School District	St. John the Baptist, LA
Daytona Beach, FL	Miami-Dade County	St. John's County, FL
DeBary, FL	Mobile, AL	St. Lucie County, FL
Deer Park, TX	Monroe County, FL	FL Division of Emergency Management
Deltona, FL	Monroe County, FL Marine Debris	State of Rhode Island
Doral, FL	Removal	Surfside Beach, SC
Dunedin, FL	Montgomery County, MD	Tallahassee, FL
Escambia County, FL	Naples, FL	Tamarac, FL
Etowah County, AL	Nassau Bay, TX	Tampa, FL
FDOT (6)	Nederland, Texas	Tarpon Springs, FL
2Putnam & St Johns Counties	New Hanover County, NC	Taylor County, FL
FDOT District 7	New Orleans, LA	Taylor Lake Village, Tx
Flagler County, FL	North Miami Beach, FL	Temple Terrace, FL
Floyd County, GA	North Miami, FL	Tomball, TX
Frederick County, MD	North Topsail Beach, NC	Topsail Beach, NC
Galveston County, Texas	Oakland Park, FL	Treasure Island, FL
Galveston, TX (City of)	Ocean Reef Club, Inc.	University of Miami, Florida
Garden City, GA	Ocean Reef Community Association	Valdosta, GA
Garland, TX	Okaloosa County, FL	Venice, FL
Gordon County, GA	Oldsmar, FL	Virginia DEM
Greene County, Missouri	Onslow County, NC	Volusia County, FL
Groves, TX	Orlando, FL	State of Washington
Gulfport, FL	Ormond Beach, FL	Webster, TX
Harford County, MD	Osceola County SD., FL	Weston, FL
Harris County, TX	Palm Beach, FL	Westwego, LA
Havelock, NC	Palm Coast, FL	Wilmington, NC
Hernando County, FL	Palmetto, FL	
Hillsborough County, FL	Pembroke Pines, FL	
Hollywood, FL	Pinellas County, FL	
Holmes Beach, FL	Pinellas Park, FL	
Houston County, AL	Piney Point Village, TX	
Houston -Galveston Area Council, TX	Plantation, FL	
Houston, TX	Port Arthur, TX	
Indian River Shores	Port Neches, TX	
Indian Rocks Beach, FL	Punta Gorda, FL	



Contract Award Recommendations

PROPOSER	SCORE
Phillips & Jordan, Inc.	94
Ashbritt, Inc.	94
Ceres Environmental Services, Inc.	92
Storm Reconstruction Services, Inc.	86
Crowder Gulf	86
Omni Pinnacle, LLC	83
DRC Emergency Services, LLC	78
T.F.R. Enterprises, Inc.	78
D & J Enterprises, Inc.	77

THE GRAY INSURANCE COMPANY

CERTIFICATE OF INSURANCE

NO 406

CERTIFICATE HOLDER

NAMED INSURED

Hidalgo County
2802 S. Business Hwy 281
New Administration Building
Edinburg, TX 78539

DRC, Inc., DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608

Attn: Vangie Y. Garcia

Fax: 956-318-629

☒ YES	☐ NO	Do all policies contain a Waiver of Subrogation in favor of Certificate Holder if required by written contract?
☒ YES	☐ NO	Do all policies except the Workers' Compensation name the Certificate Holder as Additional Insured if required by written contract?
☒ YES	☐ NO	Do policies provide 30 days written notice of cancellation to Certificate Holder?
☒ YES	☐ NO	Is coverage under all insurance carried by Named Insured Primary Insurance if required by written contract?

CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS (000)
☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO	WORKERS' COMPENSATION & EMPLOYERS LIABILITY U. S. Longshoremen's and Harbor Workers' Compensation Act Coverage Outer Continental Shelf Land Act Jones Act (including Transportation, Wages, Maintenance, and Cure), Death on the High Seas Act, & General Maritime Law Voluntary Compensation Endorsement Other States Insurance Alternate Employer/Borrowed Servant Endorsement "In Rem" Endorsement Gulf of Mexico Territorial Extension	XSWC-070529	03/01/2008 03/01/2011	WORKERS COMPENSATION Statutory EMPLOYERS LIABILITY Each Accident \$ 1,000 Disease - Policy Limit \$ 1,000 Disease - Each Employee \$ 1,000 MARITIME EMPLOYERS LIABILITY \$ 1,000
☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO	GENERAL LIABILITY Form & Edition Date <u>ISO CG 00 01 11/88</u> Broad Form Property Damage Liability including X, C, U Products/Completed Operations Contractual Liability Sudden and Accidental Pollution Liability Occurrence Form Personal Injury "In Rem" Endorsement Cross Liability Watercraft exclusion has been modified by the vessel endorsement on scheduled equipment	XSGL-073197	03/01/2008 03/01/2011	General Aggregate Unlimited Products-Comp/OPS Agg. \$ 3,000 Personal & Advertising Injury \$ 1,000 Each Occurrence \$ 1,000 Fire Damage \$ 50 (Any one fire) Medical Expense \$ 5 (Any one person)

CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS (000)
☒ YES ☐ NO ☒ YES ☐ NO ☐ YES ☐ NO ☒ YES ☐ NO ☒ YES ☐ NO	AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos	XSAL-072995	03/01/2008 03/01/2011	Bodily Injury & Property Damage Combined \$ 1,000
☒ YES ☐ NO	EXCESS LIABILITY Excess Form	GXS-042402	03/01/2009 03/01/2010	Each Occurrence \$ 4,000 Aggregate \$ 4,000

JOB OR PROJECT DESCRIPTION

Disaster Debris Clearance and Removal Services

SPECIAL CONDITIONS

Should the insurance herein described be cancelled, assigned or changed in such a manner as to affect this certificate, THE GRAY INSURANCE COMPANY will endeavor to give thirty (30) days written notice to the certificate holder, but failure to do so shall impose no obligation or liability upon THE GRAY INSURANCE COMPANY.


THE GRAY INSURANCE COMPANY

3601 N. I-10 Service Road West, Metairie, LA 70002

DATE: 9-2-2009

AI-16496**22.A.4.****Award of Prepositioned Contractor-Debris Removal & Disaster Related Services & Engagement of Consultant Disaster Recover Services
CC REGULAR****Date:** 07/21/2009**Submitted By:** Marty Salazar, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Hidalgo County

Information**CAPTION**

a. Review of final scoring matrix (after scoring of presentations/interviews of six qualifying vendors by Court designees on 7-13-09) as tabulated by consultant, Beck Disaster Recovery, for the purposes of the final ranking by Commissioners Court and award of primary, secondary and/or third provider (if applicable) vendors for pre-positioned contracts for: Debris Removal and Related Disaster Recovery Services-Hidalgo County with determination of the following;

1. Award to primary, secondary or other combination;
2. Term of contract:
 - a. Initial term of contract- 24 mos. or other _____;
 - b. Renewal/Extension Options

b. Discussion, consideration and applicable action to engage the services of a consultant for provision of disaster recovery services through our membership participation with the HGAC's awarded vendor: Beck Recovery Services with an effective date of 7-25-09 through 12-31-09 (which is the current extended term of award for BDR through HGAC).

BACKGROUND

Fiscal Impact**FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

All contracts would require funding from general fund in the event of disaster. Services are on an "as needed basis".

AttachmentsLink: [Debris Contract](#)Link: [Sign-In Logs](#)Link: [Evaluation](#)

Link: [Debris Contract](#)

Link: [Item B-HGAC Contract](#)

Link: [Amedment#2 BDR](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/16/2009 10:45 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 11:27 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/16/2009 02:38 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Marty Salazar			Started On: 07/14/2009 11:11 AM	
Final Approval Date: 07/17/2009				

PRODUCER

MCGRUFF, SEIBELS & WILLIAMS OF TEXAS, INC.
5080 Spectrum Dr., Suite 900E
Addison, TX 75001
(469) 232-2100

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

Company A Ironshore Specialty Insurance

Company B Amerisure Mutual Insurance Company

Company C

Company D

Company E

INSURED

DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608-1940

This is to certify that the policies of insurance described herein have been issued to the Insured named herein for the policy period indicated. Notwithstanding any requirement, term or condition of contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Limits shown may have been reduced by paid claims.

CO LT	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE EXPIRATION	LIMITS OF LIABILITY	
A	GENERAL LIABILITY ☒ Commercial General Liability ☐ Claims Made ☒ Occurrence ☐ Owners' and Contractors' Protection ☐ ☐ General Aggregate Limit applies per: ☒ Policy ☐ Project ☐ Location	000117900	01/28/2010 07/28/2011	EACH OCCURRENCE	\$ 1,000,000
				FIRE DAMAGE	\$ 0
				MEDICAL EXPENSE	\$ 50,000
				PERS. AND ADVERTISING INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS AND COMP. OPER. AGG.	\$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ Any Automobile ☐ All Owned Automobiles ☐ Scheduled Automobiles ☒ Hired Automobiles ☒ Non-owned Automobiles ☐	112491100	01/20/2010 01/20/2011	COMBINED SINGLE LIMIT	\$ 1,000,000
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
				COMPREHENSIVE	\$500 deductible
				COLLISION	\$500 deductible
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC2067300	01/20/2010 01/20/2011	WC Statutory Limit ☒ Other ☐	
				EL EACH ACCIDENT	\$ 1,000,000
				EL DISEASE (Each employee)	\$ 1,000,000
				EL DISEASE (Policy Limit)	\$ 1,000,000
A	EXCESS LIABILITY ☒ Occurrence ☐ Claims Made Retention/Deductible 10,000	000118000	01/28/2010 07/28/2011	EACH OCCURRENCE	\$ 10,000,000
				AGGREGATE	\$ 10,000,000
A	CONTRACTORS POLLUTION	000108000	01/19/2010 01/19/2011	Each Occurrence	\$ 5,000,000
				Policy Aggregate	\$ 5,000,000
				Deductible Each Loss	\$ 10,000
					\$
					\$

The Certificate Holder is included as an Additional Insured (except Workers' Compensation) as required by written contract subject to the policy terms, conditions and exclusions. The above referenced policy(s) include a waiver of subrogation in favor of the Certificate Holder.

CERTIFICATE HOLDER

Hidalgo County
Attn: Vangie Garcia
New Administration Building
2802 South Business Hwy 281
Edinburg, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Authorized Representative

AI-21265**44.A.8.****Consulting Services For Disaster Management and Disaster Recovery Services (H-GAC) and Renewal of Emergency Debris Management Services Contract(s)****CC REGULAR****Date:** 05/25/2010**Submitted By:** Vangie Garcia, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Sub-category:** Hidalgo County

Information**CAPTION**

a. Presentation for discussion, consideration and applicable action to negotiate for the purposes of engaging the services of a consultant for provision of disaster recovery services through Hidalgo County's membership/participation-H-GAC's newly awarded RFP No:EN10-06/Contract for consulting services for Disaster Management and Disaster Recovery Services with Beck Recovery Inc., (scored highest by H-GAC Staff based on RFP criteria for evaluation among submitted responses)-Term-effective June 1, 2010 thru May 31,2013; and,

b. Requesting approval for Hidalgo County to exercise its' sole discretion/option to renew/extend for an additional one (1) year under the same rates, terms and conditions of current awarded pre-positioned contract(s) for Emergency Debris Management & Related Services with:

1. Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21);
2. Secondary Vendor-DRC Environmental(C-09-003A-07-21); and,
3. Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

BACKGROUND

For Line Item A: H-GAC Board approved on 05/18/2010 for the awarding of the RFP/Contract. As per Tammy Metty from H-GAC contract is being forwarded for proper execution and will be emailed immediately to Hidalgo County for our records. Please see the RFP/Minutes from H-GAC regarding the procurement process and the appoval of award. For Line Item B: Said renewal/extension of contract(s)to be effective as of 07/21/2010 and ending 07/20/2011 for the following vendors: Primary Vendor-Phillips & Jordan, Inc.(C-09-003-07-21) Secondary Vendor-DRC Environmental(C-09-003A-07-21) Tertiary Vendor-Ceres Environmental Services,Inc.(C-09-003B-07-21)

Fiscal Impact**FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Fiscal Impact would occur upon need for services and a declaration of disaster.

Attachments

Link: [H-GAC Documentation](#)

Link: [H-GAC Minutes](#)

Link: [Extension Letter and Contract Documentation-Phillips & Jordan](#)

Link: [Extension Letter and Contract Documentation-DRC](#)

Link: [Extension Letter and Contract Documentation-Ceres](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	05/18/2010 02:11 PM	CREATED
1	Purchasing Department	Marty Salazar	05/20/2010 02:54 PM	APRV
2	Budget & Management	Erika Zamora	05/20/2010 02:59 PM	APRV
3	Rosalinda Cantu			NEW
4	Auditor's Office			
Form Started By: Vangie Garcia			Started On: 05/18/2010 02:11 PM	



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

May 20, 2010

Ceres Environmental Services, Inc.
Attn: David A. Preus
3825 85th Avenue
Minneapolis, MN 55443

Via: Certified Mail #7099-3220-0002-9744-8734
Email: david.preus@ceresenvironmental.com

Re: Extension Of Agreement No: C-09-003B-07-21
"Emergency Debris Management Services Contract"

Dear Mr. Preus:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise its' one (1) year extension as provided under page 1-#2 under Term. Extension will be at the same rates, terms and conditions. Said extended agreement will be effective from July 21, 2010 thru July 20, 2011.

This notice will be sent via certified mail as well as by email, please forward back this acknowledge receipt of notice of such request in order to proceed forward in placement on the Commissioners' Court meeting of Tuesday, May 25, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 11:00 a.m., Monday, May 24, 2010, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us so as to meet the agenda request form deadlines.

By: David A. Preus

Date: 5/24/10



Emergency Management • Environmental Consulting • Demolition & Recycling • Wood Waste Reduction

3825 85th Avenue North
Brooklyn Park, MN 55443
Phone (763) 425-8822
Fax (763) 425-5636
Toll Free (800) 218-4424
www.ceresenvironmental.com

FAX

To:	Vangie Garcia	From:	Gail M. Hanscom
Company:	Hidalgo County Purchasing	Re:	Contract Renewal Acknowledgment
Phone:	956-318-2626	Date:	5-24-10
Fax:	956-318-2629	Pages:	3 (including cover)

MESSAGE:

Vangie Garcia,

I am returning the acknowledgment of the desire of Ceres Environmental Services to extend Agreement No. C-09-003B-07-21.

Our insurance carrier will be sending you an updated insurance certificate via email today before 11AM.

Thank you.
Gail M. Hanscom

**HOUSTON-GALVESTON AREA COUNCIL
CONTRACT/GRANT ACTION NOTICE**

CONTRACTOR CERES ENVIRONMENTAL SERVICES, INC.

PROJECT TITLE DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES

CONTRACT NO. CE08-041 PROJECT NO. EV1031

CONTRACT AMT: \$N/A

ACTION REQUESTED: CONTRACT ESTABLISHMENT X CONTRACT AMENDMENTMODIFICATION NO. budget amendment X period extension budget increase other CONTRACT TERMINATION

This form transmits the attached contract/grant agreement document(s) to the Executive Director for signatory approval, subject to the approvals required below.

APPROVALS:

Reviewed by:	Finance and Budget Committee	Date	<u>N/A</u>
Approved by:	Board of Directors	Date	<u>N/A</u>
Approved by:	<u>Cheryl Mergo</u> Program Manager	Date	<u>10-27-09</u>
Approved by:	<u>James M. F...</u> Department Director	Date	<u>11/03/09</u>
Approved by:	<u>John H. ...</u> Chief Operating Officer	Date	<u>11/5/09</u>
Approved by:	<u>Nancy ...</u> Chief Financial Officer	Date	<u>11/19/09</u>
Approved by:	<u>JB</u> Executive Director	Date	<u>11-19-09</u>

2009 NOV - 9 AM 10:27
 H-GAC
 FINANCE DEPARTMENT



Houston-Galveston Area Council
P.O. Box 22777 3555 Timmons Houston, Texas 77227-2777

CHANGE ORDER

PROJECT TITLE Disaster Debris Clearance and Removal Service Contract

PROJECT NO. EV0361¹⁰³¹ CONTRACT NO. CE-08-041 DATE October 29, 2009

CONTRACTOR Ceres Environmental Services, Inc.

The following changes are hereby made to the Contract Documents:

- Increase contract period.

Justification:

- Favorable review from local governments

CHANGE TO CONTRACT PRICE

Original Contract Price: \$ _____

Current contract price, as adjusted by previous change orders: \$ _____

The Contract Price due to this Change Order will be [increased] [decreased] by \$ _____

The new Contract Price due to this Change Order will be: \$ _____

CHANGE TO CONTRACT TIME

The Contract Time will be [increased] [decreased] by 730 calendar days

The date for completion of all work under the contract will be December 31, 2011

Approvals Required:

To be effective, this order must be approved by Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

Requested by Cheryl Mergo

date 10.29.09

Recommended Jack Steele

date 11/03/09

Approved by JS

date 11-19-09

Jack Steele, Executive Director

Accepted by David L. Prew

date 12-4-09

AI-16496**22.A.4.****Award of Prepositioned Contractor-Debris Removal & Disaster Related Services & Engagement of Consultant Disaster Recover Services
CC REGULAR****Date:** 07/21/2009**Submitted By:** Marty Salazar, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Hidalgo County

Information**CAPTION**

a. Review of final scoring matrix (after scoring of presentations/interviews of six qualifying vendors by Court designees on 7-13-09) as tabulated by consultant, Beck Disaster Recovery, for the purposes of the final ranking by Commissioners Court and award of primary, secondary and/or third provider (if applicable) vendors for pre-positioned contracts for: Debris Removal and Related Disaster Recovery Services-Hidalgo County with determination of the following;

1. Award to primary, secondary or other combination;
2. Term of contract:
 - a. Initial term of contract- 24 mos. or other _____;
 - b. Renewal/Extension Options

b. Discussion, consideration and applicable action to engage the services of a consultant for provision of disaster recovery services through our membership participation with the HGAC's awarded vendor: Beck Recovery Services with an effective date of 7-25-09 through 12-31-09 (which is the current extended term of award for BDR through HGAC).

BACKGROUND

Fiscal Impact**FISCAL YEAR:****ACCT. #:****FUNDS AVAILABLE Y/N?:****MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

All contracts would require funding from general fund in the event of disaster. Services are on an "as needed basis".

AttachmentsLink: Debris ContractLink: Sign-In LogsLink: Evaluation

Link: [Debris Contract](#)

Link: [Item B-HGAC Contract](#)

Link: [Amedment#2 BDR](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/16/2009 10:45 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 11:27 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/16/2009 02:38 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Marty Salazar			Started On: 07/14/2009 11:11 AM	
Final Approval Date: 07/17/2009				

Emergency Debris Management Services

C O N T R A C T

THIS Emergency Debris Management Services Contract ("Agreement") is entered into by and between Ceres Environmental Services, Inc. (Tertiary) ("Contractor") and the County of Hidalgo, Texas ("County").

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

- a. H-GACBuy 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") and 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.

2. **Term.** This Agreement is for twelve (12) months from notification by the County to the Contractor to commence and may be extended as an **option** and **sole discretion** of the County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

Hidalgo County will award contract to a "Primary", "Secondary" and "Tertiary" for services to be rendered through effective period of this contract. In situations when the "Primary" vendor does not comply with the specifications, requirements, terms, conditions, obligations contained within this proposed contract, Hidalgo County reserves the right to seek services from the "Secondary" vendor. In such event, County shall charge the "Primary" vendor the difference for any additional cost of such service.

If "Secondary" vendor does not comply with the specifications, requirements, term, conditions, obligations contained within this proposed contract, Hidalgo County reserves the right to seek services from the "Tertiary" vendor. In such event, County shall charge the "Secondary" vendor the difference for any additional cost of such service.

Furthermore, if "Secondary" vendor does not comply with the specifications, requirements, term, conditions, obligations contained within this proposed contract, Hidalgo County reserves the

right to seek services from the "Tertiary" vendor. In such event, County shall charge the "Secondary" vendor the difference for any additional cost of such service.

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 shall 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 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 must be given copies of all insurance policies within fifteen (15) days of the County'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. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

9. **Waiver.** No waiver of any breach of any term or condition of this Agreement, or Proposal, 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 The State Of Texas and venue for such disputes is the appropriate district, county, or justice court in and for Hidalgo 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. 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 may terminate this Agreement for Contractor's failure to perform the services specified in Proposal. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract 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 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 request, the County 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 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:
Ceres Environmental Services, Inc.
Attn: David A. Preus
3825 85th Avenue
Minneapolis, MN 55443
800-218-4424
~~736~~-425-5636
763

18. CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY OF HIDALGO AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITEES) FROM AND AGAINST ELECTED OFFICIALS 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 REASONABLY 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: Ceres Environmental Services, Inc.

By: David A. Preus

Title: Assistant Vice President

COUNTY OF HIDALGO ("COUNTY")

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

ATTEST:

Arturo Guajardo Jr.
Arturo Guajardo Jr., County Clerk

Approved As To Form: AHos & Hall, LLP

Approved By Commissioners' Court: 7/21/09

By: [Signature]
Stephen L. Crain

- 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

Page 1 of 4

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 or 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 Reduced Vegetative Debris Hauling reduced Vegetative Debris from TDSR Site or 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	\$
9C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$
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	\$
10B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	\$
10C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$
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 waterways 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 services 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.

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period

[illegible]

Use additional sheets if necessary

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.

EQUIPMENT TYPE	HOURLY LABOR RATE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Use additional sheets if necessary.

Exhibit A

Hidalgo County
Debris Removal Contractor(s)

Exhibit "A"
H-GAC End User Service
Request Form



Disaster Debris Clearance and Removal Services

End User Service Request Form

Introduction

The purpose of this End User Service Request Form is to provide pre-qualified debris hauling contractors with accurate information about the End User and the most accurate pricing for debris hauling services. This form is to be filled out by the End User or End User representative and provided back to H-GAC. Instructions for returning form may be found in the last page of this form.

Terms and Conditions

By submitting the Service Request Form, the End User is requesting that H-GAC supply the following information to all H-GAC pre-qualified debris removal vendors for bid development. For members of H-GAC the procurement service is free, but for non-members, the administrative fee associated with this process is \$3,000. This service is available to End Users nation-wide. When applicable, H-GAC will create and send an invoice for this amount to the End User Primary Point of Contact for payment.

End User Service Request Form

The End User Service Request Form is composed of four sections. Please read each section thoroughly and complete to the best of your abilities.

1. General Information

1.1 End User Identification

Name of Organization: Hidalgo County, TX

1.2 End User Primary Point of Contact

Name: J. D. Salinas, III

Title: County Judge

Organization: Hidalgo County, Texas

Primary Phone: (956) 318-2600

Secondary Phone: _____

E-mail: JD.Salinas@hidalgocountyjudge.com

1.3 List any additional organizations that debris removal services will be performed for under this contract

In some instances, and End User may wish to incorporate several jurisdictions or other public organizations (school districts, universities, drainage districts, etc.) into this agreement. For example, a

county may act as the End User; however, debris removal services under this agreement shall be extended to one or more cities within a county or other public institutions within a county. This will be identified as the End User Service Area. Please identify all parties in this section. In addition, please provide copies of all inter-local or mutual aid agreements between the identified parties.

The County reserves the right to provide debris removal services to other entities within the county under this contract; however, is under no obligation to do so.

1.4 Total population within End User Service Area

Please provide a breakout of population between all parties that may be serviced under this agreement.

County Population: Approximately 729,000 (209,200 Rural Unincorporated)

1.5 Please provide a breakout of households between all parties that may be serviced under this agreement

Households within unincorporated Hidalgo County: Approximately 50,000

2. Hazard/Risk Data

The information requested in this section is focused on any hazard or risk data that may be facing the End User and End User Service Area. This may include flooding, hurricanes, tornados, ice storms, etc.

2.1 End User hazards or risks

Please include all those debris generating events that may affect the End User Service Area.

Hurricane, Flood, Severe Storm, Tornado

2.2 Previous debris generating events

Please include all information about these events over the last 10 to 20 years. If available, please include the name of the event (if hurricane or tornado include category), estimated cubic yards of debris generated by the event, and characteristics of debris.

Hurricane Dolly (Category 2): Estimated 640,000 cubic yards of debris (Vegetative and Construction and Demolition)

For additional information regarding project scope, please see Final Debris Breakdown Summary Report and Hidalgo County Disasters (10 Year) attached.

3. Debris Classification

Section 3 requests debris specific information about the community. Since the pricing structure for the debris removal contract will be developed on a per unit (per cubic yard) basis, accurate information about the characteristics of the community is critical.

3.1 Estimated number of road miles maintained by the End User (and included parties)

Include all roads that are maintained by the End User or other parties that will fall under this agreement. If located in Texas, please exclude all Texas Department of Transportation (TXDOT) and private roads that are located within the End User Service Area. If outside Texas, please exclude all private roads and all roads maintained by appropriate State Department of Transportation.

Hidalgo County is currently exploring the development of an interlocal agreement with the Texas Department of Transportation (TXDOT) for debris removal activities along State maintained ROW.

3.2 Estimated number of square miles within the End User Service Area

Land: 1,570 sq mi

Water: 13 sq mi

3.3 Estimated number of parks or other public facilities maintained by the End User (and included parties)

Parks: 21 County Parks

Other public facilities: 84 Facilities (60 Facilities at County Parks)

3.4 Estimated number of Temporary Debris Storage and Relocation Sites (TDSRS) identified by the End User

***This list of TDSR Sites is only a guide for reference and should not be considered full and final.

Hidalgo County reserves the right to amend this list at any time as necessary.

Name of TDSRS 1: Precinct 1 TDSRS

Physical Address: Mile 12 N and Mile 1 ½ E

Site GPS Coordinates: N26° 13'48.97", W97° 53'07.57"

Estimated number of usable acres: _____

Reduction method: _____

Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):

All debris accepted

Name of TDSRS 2:	<u>San Juan (Precinct 2)</u>
Physical Address:	<u>0.5 Miles South of El Gato Road and Stewart Road</u>
Site GPS Coordinates:	<u>N26° 9.6651', W098° 9.0413'</u>
Estimated number of usable acres:	<u>35 acres</u>
Reduction method:	<u></u>
Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):	<u>All debris accepted</u>
Name of TDSRS 3:	<u>Precinct 3 TDSRS</u>
Physical Address:	<u>S Conway Avenue and Trinity Street</u>
Site GPS Coordinates:	<u>N26° 11'24.18", W98° 19'50.49"</u>
Estimated number of usable acres:	<u></u>
Reduction method:	<u></u>
Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):	<u>All debris accepted</u>
Name of TDSRS 4:	<u>Davis County Landfill (Precinct 4)</u>
Physical Address:	<u>E Davis Road and N Terry Road, Edinburg, TX, 78541</u>
Site GPS Coordinates:	<u>N26° 20.961', W098° 5.2481'</u>
Estimated number of usable acres:	<u></u>
Reduction method:	<u></u>
Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):	<u>All debris accepted</u>
Name of TDSRS 5:	<u>Monte Alto (Precinct 1)</u>
Physical Address:	<u>1st Street and Azteca Avenue, Monte Alto, TX</u>
Site GPS Coordinates:	<u>N26° 22'03.83", W97° 58'39.58"</u>
Estimated number of usable acres:	<u></u>
Reduction method:	<u></u>
Debris accepted as TDSRS (vegetative, C&D, white goods, etc.):	<u>All debris accepted</u>

3.5 Name and Location of Final Disposal Sites (i.e. landfills, beneficial use facilities for mulch or ash, recycling facilities, etc.)

Name of Facility: BFI Regional Disposal Facility
Physical Address: FM 493 at Mile 12 Road, Donna, TX
Site GPS Coordinates: N26° 23.106', W098° 03.727'
Type of Facility (landfill, beneficial use, etc.): Landfill
Debris accepted (vegetative, C&D, white
Goods, metal, etc.): _____

Name of Facility: C&T Regional Landfill
Physical Address: 4 ½ Miles West of US 281 on FM 1017 Linn TX
Site GPS Coordinates: N26° 34.85', W098° 11.00'
Type of Facility (landfill, beneficial use, etc.): Landfill
Debris accepted (vegetative, C&D, white
Goods, metal, etc.): _____

Name of Facility: City of Edinburg Landfill
Physical Address: 6.7 Miles N & 0.4 Miles E of US 281
Site GPS Coordinates: N26° 23.70', W078° 07.90'
Type of Facility (landfill, beneficial use, etc.): Landfill
Debris accepted (vegetative, C&D, white
Goods, metal, etc.): _____

3.6 Please indicate the level of vegetative density within your community. This will provide a more accurate representation of the vegetation, including shrubbery and trees, on public rights-of-way.

- High
- Medium
- Light

3.7 Please indicate the level of commercial structure density within your community taking into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities.

- High
- Medium
- Light

4. Additional Information

Section 4 is designed to provide H-GAC and pre-qualified vendors with additional information that is pertinent for understanding the End User and End User Service Area.

4.1 Ancillary Services

Please provide a list of ancillary services that may be needed to be supplied by the CONTRACTOR. Services may include potable water, emergency power generation, satellite phones, temporary office space, ice, emergency fuel supplies, etc.

See attached H-GAC Standard Services Requested Checklist for ancillary services to be provided by the Contractor.

4.2 Debris Management Plan

If you have a debris management plan, please provide a copy of the plan along with the form.

4.3 Other

List any other information that you wish the pre-qualified vendors to know about your entity or the End User Service Area.

Contractor **must** have representative available at disaster center for **daily** update meetings regarding status of debris removal.

4.4 Requested Information

Please check the appropriate box below. The pre-qualified vendors will ONLY send the information that you request. Please read carefully.

- ☒ Copy of H-GAC Phase 1 – Request for Proposals (RFP)
- ☒ Copy of H-GAC Phase 1 – Evaluation Matrix
- ☒ Copy of H-GAC Phase 1 – Scoring Sheet
- ☒ Vendor Corporate Summary (Limit: 1 page)
- ☒ Vendor's list of all standing pre-event contracts (Limit: 1 page)
- ☒ Vendor's list of past clients/projects (Limit: 1 page)
- ☒ Vendor's list of training/educational services (Limit: 1 page)
- ☒ Yes, I will be requesting an oral interview with some or all vendors
- ☐ No, I do not wish to have any of the vendors contact our organization

05/15/2009

Deadline for vendors to submit information (enter date: MM/DD/YYYY)

5. Pricing Methodology

Prices provided by PROPOSERS in response to this RFP should be firm for the entire term of the contract. However, changes will be considered if accomplished by proper and sufficient documentation satisfactory to End User.

5.1 Limits of Price Adjustments – Price change requests MUST be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that CONTRACTOR'S actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2008 and the PPI issued for January each year. Price increases shall be limited to a maximum of 5% each year during the term of the contract. No retroactive contract price adjustments will be allowed. In the event that these indices are discounted, or the titles or codes revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.

5.2 Approval of Price Changes – No price change will be allowed unless it has been reviewed and approved by End User in writing. CONTRACTOR must have received End User's written approval of any change prior to charging the new price or using it in any quotation prepared for an End User. End User will notify H-GAC of all price changes.

5.3 Right to Accept or Reject Price Change – All pricing shall remain in effect for the initial one-year term of the contract. If the contract term is extended, End User and CONTRACTOR will review unit process and make adjustments based upon documented increases in costs. End User reserves the right to accept or reject any price change request within thirty (30) days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

Name: _____

Signature: _____

Please return completed form to:
Cheryl Mergo, H-GAC Solid Waste Program Manager
Community and Environmental Planning Department
Houston-Galveston Area Council
P.O. Box 22777, Houston, TX 77227-22777

Contact information: cmergo@h-gac.com, 713.993.4520 desk or 713.993.4503 fax

Final Debris Breakdown Summary

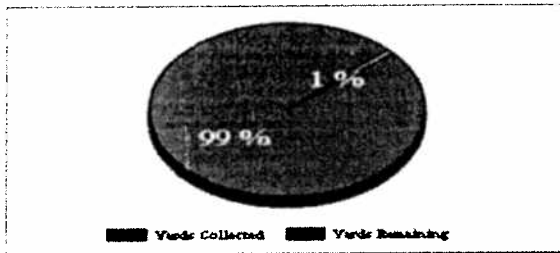
Debris Collection - Project Status Report

Monday, April 27, 2009

Hidalgo County, Texas
Dolly | FEMA-1780-DR



Yards Collected vs. Remaining



Collection Statistics (by TDSRS)

Cumulative - Project to Date

	<u>Loads</u>	<u>Yards</u>
DONNA LANDFILL	26	1,514
E LANDFILL	4	94
SAN JUAN	1	35
TDSRS 1	2367	106,474
TDSRS 2	4069	158,091
TDSRS 3	3258	142,040
TDSRS 4	2044	89,976
TDSRS 5	2873	140,620
Total	14642	638,844

Material Breakdown (CY)

Cumulative - Project to Date

Vegetative	89.%	568,665
Mixed	10.9%	69,883
C&D	0.%	297
Total		638,844

Estimated CYD:	645,000
Total Cumulative CY Collected:	638,844
Days Collected:	83
Average Load (CY):	44
Maximum Day (CY):	24,099
Average Day (CY):	7,791
Minimum Day (CY):	24
Average Load Percentage:	95

Summary Stats & Estimates

Hidalgo County Disasters (10 Year)

Hurricane Dolly (FEMA-1780-DR)

Declaration Date: July 24, 2008

Incident Type: Hurricane Dolly

Incident Period: July 22, 2008 – August 1, 2008

Hurricane Ike (FEMA-3294-EM)

Declaration Date: September 7, 2008

Incident Type: Hurricane Ike

Incident Period: September 7, 2008 – September 26, 2008

Hurricane Gustav (FEMA-3290-EM)

Declaration Date: August 29, 2008

Incident Type: Hurricane Gustav

Incident Period: August 27 - September 7, 2008

Texas Wildfires (FEMA-3284-EM)

Declaration Date: March 14, 2007

Incident Type: Wildfires

Incident Period: March 14, 2008

Hurricane Dean (FEMA-3277-EM)

Declaration Date: August 18, 2007

Incident Type: Hurricane Dean

Incident Period: August 17, 2007

Texas Severe Storms, Tornadoes, and Flooding (FEMA-1439-DR)

Declaration Date: November 5, 2002

Incident Type: Severe Storms, Tornadoes, and Flooding

Incident Period: October 24, 2002 – November 15, 2002

Hurricane Bret (FEMA-1287-DR)

Declaration Date: August 22, 1999

Incident Type: Hurricane Bret

Incident Period: August 22, 1999 – August 26, 1999



Disaster Debris Clearance and Removal Services

Standard Services Requested Checklist

End User: Hidalgo County, Texas

Contact Person: J.D. Salinas, III, Hidalgo County Judge

Phone: (956) 318-2600 Email: JD.Salinas@hidalgocountyjudge.com

Please mark the services you wish the debris hauler to include in pricing:	Yes or No
Emergency Road Clearance	Yes
Right of Way (ROW) Vegetative Debris Removal	Yes
ROW Construction and Demolition (C&D) Removal	Yes
Demolition, Removal, and Transport of Structures	Yes
Temporary Debris Storage and Reduction Sites (TDSRS) Management and Operations	Yes
Grinding (Reduction of Storm Generated Debris)	Yes
Incineration (Reduction of Storm Generated Debris)	Yes
Haul-Out of Reduction Debris to Final Disposal Site	Yes
Removal of Hazardous Leaning Trees and Hanging Limbs	Yes
Removal of Hazardous Stumps	Yes
Household Hazardous Waste Removal, Transport, and Disposal	Yes
Abandoned Vehicle Removal	Yes
Animal Carcass Removal and Disposal	Yes
ROW White Goods Debris Removal	Yes
Freon Removal	Yes
Asbestos Removal	Yes
Other:	
Other:	
Other:	
Other:	
Ancillary Services	
Emergency Ice and Water Delivery	Yes
Emergency Power Generation	Yes
Satellite Phones	No
Temporary Office Space	Yes
Emergency Fuel Supplies	Yes
Emergency Quarters and Hygiene Facilities	Yes
Other: Food Services (Portable Kitchens)	Yes
Other: Laptops with Internet Connection	Yes
Other: Water Pumping and Relocation	Yes
Other: Fuel Contract	Yes

Exhibit B

**Request for Proposals
For
Disaster Debris Clearance and Removal Services**

PROPOSAL NUMBER DR01-08

Proposal Deadline

October 11, 2007

1:00 p.m. CT

HGACBuy
Houston – Galveston Area Council
Cooperative Purchasing Program

HOUSTON-GALVESTON AREA COUNCIL

Request for Proposals

Disaster Debris Clearance and Removal Services

INTRODUCTION

HGACBuy, the cooperative purchasing program of the Houston Galveston Area Council (HGAC), is a "Government-to-Government" procurement service available nationwide. Governmental entities have been procuring products and services through HGACBuy for over 30 years. As a unit of local government assisting other local governments, HGACBuy strives to make the governmental procurement process more efficient by establishing competitively priced contracts for goods and services, and providing the customer service necessary to help its members achieve their procurement goals.

In an effort to streamline the procurement process for END USERS (i.e. Municipalities, Counties, School Districts, etc.) participating in HGACBuy; H-GAC has developed a comprehensive procurement process for Debris Removal Services. H-GAC's decision to pursue the development of a Debris Removal Services procurement program was based in large part on:

- H-GAC's ongoing commitment to assist END USERS in reducing costs and streamlining procurement processes through their government-to-government procurement services;
- Federal Emergency Management Agency's (FEMA) policy statements encouraging local governments to develop pre-event debris hauler contracts; and
- Discussions with FEMA Debris Policy Group regarding the recently issued Public Assistance Pilot Program; that offers a 5% increase in federal cost-share (not to exceed 100%) if, local governments meet the necessary requirements concerning debris management (i.e. Disposal Site Identification, Pre-event Contracts, and Debris Management Plan).

H-GAC has developed a two-phase comprehensive procurement process for Debris Removal Services. This program will provide END USERS with a procurement process based on the latest FEMA policies and Disaster Specific Guidance (DSG) to limit the entities exposure to potential non-reimbursement following a presidential disaster declaration.

The first phase of the procurement process will encompass all the typical aspects of Debris Removal contracting process, other than pricing. H-GAC will issue a RFP for Debris Monitoring Services to qualified firms interested in providing this service to an END USER.

The selection process will be designed to gather information regarding the firms experience and qualifications in the field; this may include the following criteria:

- Qualifications of the CONTRACTOR including recent debris removal experience;
- Documented knowledge of federal, state and local emergency agencies;
- Verifiable references for similar contracts;
- Qualifications and experience of key personnel and other staff;
- Financial resources and stability;
- Ability and capacity to perform;
- Technical ability;
- Project management and reporting systems;
- Equipment and SUB-CONTRACTOR resources; and
- Bonding capacities and insurance coverage.

The result of this phase of the procurement process is to develop a pool of “most qualified CONTRACTORS” who meet the minimum requirements of the selection process. Each contract (unless altered by END USERS in the final contract) will serve as a two year blanket contract. H-GAC reserves the right every two years to extend some contracts and terminate others depending on compliance with updated State and FEMA specifications and requirements, and according to the needs of H-GAC and potential END USERS.

Being selected to this pool of qualified CONTRACTORS does not guarantee the firm a contract with any END USER, only that they are now a vendor through H-GACBuy.org.

The second phase of the procurement process, which will continue throughout the duration of the contract term, focuses on the “procurement” of a disaster debris hauler service agreement with an END USER. This process begins when an END USER expresses interest in procuring debris hauling services to HGACBuy through a formal letter of interest/form. This letter/form, accompanied by a contract administration fee¹, will require that the END USER provide information regarding the unique attributes of the END USER service area and specialized requirements specific to the END USER. This may include, but not be limited to:

- Total population;
- Number of households;
- Distance from the gulf coast;
- Number of Temporary Debris Storage and Reduction Sites (TDSRS);
- Level of vegetation; and
- Number of commercial structures.

Once the letter has been accepted by H-GACBuy, the information will be submitted to the pool of pre-selected debris haulers to elicit prices for each of the rate categories. Based upon the data collected from the debris haulers, H-GACBuy will formally present the findings to the END USER for final selection.

The final contract awarded will be binding between the END USER and the Debris Hauler. The End User will then be invoiced for the appropriate HGACBuy administrative fee.

All aspects of the procurement process will be compliant with State Statutes and FEMA procurement and contracting recommendations.

The purpose of this request for proposals is to identify the CONTRACTOR best suited to assist END USERS in HGACBuy; with the debris removal process. The selected CONTRACTOR will work with the END USER directly, as authorized by inter-local agreements between H-GAC and member END USERS. H-GAC is seeking to enter into a two-year contract with the option to extend in two-year intervals up to a total of six years beginning January 2008. If extenuating circumstances exist, H-GAC reserves the right to extend the contract beyond six years if deemed necessary.

¹ The contract administrative flat fee will be used by H-GACBuy to recover the costs associated with the administration of the second phase of the Debris Hauling Program.

Section 1: RFP CALENDAR AND PROPOSAL SUBMITTAL

1.1 Submittal Deadline The deadline for the submittal of proposals is no later than October 11, 2007, at 1:00 p.m. CT.

1.2 Submittal Procedure

Six (6) copies of the proposal, including one clearly marked (1) original, signed in blue ink, are to be submitted in a sealed envelope or box clearly marked with the assigned Control Number located on the first page of the Request for Proposal (RFP) document to:

Hand Deliver/FedEx to:

OR

Mail to:

Cheryl Mergo, Solid Waste Program Manager
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Houston, Texas 77027

Cheryl Mergo, Solid Waste Program Manager
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777

Those responding to this solicitation may elect to either mail or personally deliver their proposals to H-GAC offices. Failure to submit the required number of copies as stated above may result in disqualification from the proposal process. H-GAC will not accept any proposals delivered by telephonic, electronic or facsimile means.

The Submittal Form (Attachment A) shall also be included. The deadline for the submittal of proposals is no later than October 11, 2007, at 1:00 p.m. CT. H-GAC shall date-time all proposals upon receipt. Proposals received after this date and time will not be accepted. Respondents may submit their proposal to the H-GAC office any time prior to the deadline.

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

1.3 Calendar of Events for RFP Award Process

Issue Date: August 23, 2007

Pre-proposal Conference: September 13, 2007, 1:30 p.m. CT, Conf. Room C, HGAC offices

Proposal Responses Due: October 11, 2007, 1:00 p.m. CT

Board Award: November 20, 2007

Contract Start Date: January 1, 2008

****There will be no public proposal opening meeting.**

1.4 Pre-Proposal Conference

A Pre-Proposal Conference will be held at 1:30 p.m. CT, September 13, 2007, in H-GAC Conference Room C located at 3555 Timmons Lane, Second Floor, Houston, Texas 77027.

Interested PROPOSERS should plan to attend. It will be assumed that potential PROPOSERS attending this meeting have reviewed the RFP in detail and are prepared to raise any substantive questions which have not already been addressed by H-GAC. H-GAC requests that, as much as is practical, PROPOSERS submit all questions in advance in writing, via email or fax, prior to the Pre-Proposal Conference. **No additional questions regarding the RFP will be accepted after 5 p.m. cst on the day of the proposal meeting.** Questions submitted in advance should be sent to Cheryl Mergo, Solid Waste Program Manager, via email at Cheryl.mergo@h-gac.com or via fax at 713-993-4503. All questions and answers from the Pre-Proposal Conference will be compiled and provided to participating PROPOSERS, as well as posted on the H-GAC web site.

1.5 Term of Agreement

- 1.5.1 The initial term of this contract shall be for a period of two (2) years from the date of award.
- 1.5.2 The term of the initial contract will be January 1, 2008 to December 31, 2009.
- 1.5.3 H-GAC reserves the right, and the CONTRACTOR agrees; that the contract may be extended for up to two (2) additional twenty-four (24) month periods. Should H-GAC wish to exercise this right, it shall so notify the CONTRACTOR.
- 1.5.4 Notice of intent to renew will be given to the CONTRACTOR in writing by the Project Administrator, 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit H-GAC to a contract renewal).
- 1.5.5 In the event a contract is fully executed, the CONTRACTOR acknowledges and agrees that any service it provides to H-GAC and END USERS after the termination date of the Contract, will be deemed to be gratuitously provided, and H-GAC and END USERS shall have no obligation to pay for such services unless H-GAC approves an agreement to do so in its sole discretion.

1.6 Interpreting Specifications

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

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

1.7 Non-Responders to RFP

If unable to submit a proposal, please contact H-GAC in writing advising reason for not submitting proposal. Reasons for non-response to the RFP may be submitted to Cheryl Mergo at cheryl.mergo@h-gac.com.

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's option, pre-printed brochures may accompany required proposal materials, but will not be considered as substitution for other written requirements.

2.1 Proposal Format

The Proposals must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity and completeness are important and essential. Proposals must include label tabs which identify the sections of the Proposal.

2.2 Letter of Transmittal

The letter of transmittal should be limited to one (1) page and should include:

1. A brief statement that the PROPOSER understands of the work to be done.
2. The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the PROPOSER.
3. A statement that the person signing the transmittal letter is authorized to legally bind the PROPOSER; that the proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers, and that the proposal will comply with the requirements of this RFP.
4. A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendor's proposed offerings.

2.3 Title Page

The title page should include the RFP subject and RFP number, the name and address of the PROPOSER, and the date of the proposal.

2.4 Table of Contents

The contents should be identified by section, description, and page number.

2.5 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 H-GAC only to the extent that the deviations are determined as having offered a feature or component which meets or exceeds the specifications.

2.6 Trade Secret Information

In the event a PROPOSER submits trade secret information to H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets

to the extent provided by law.

2.7 Certificate of Registration

The selected 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.

2.8 Capabilities and Related Experience

Please provide a description of your organization's related experience and capabilities. Each PROPOSER must also provide a list of five (5) debris removal, reduction, and disposal operations in excess of 1,000,000 cubic yards and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, email address and phone number and description of project.

2.9 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.

2.10 Description of Work

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

Technical Proposal

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

- PROPOSER background, with specific detail to similar projects performed in excess of 1,000,000 cubic yards
- PROPOSER technical experience regarding large scale debris removal operations associated with hurricanes, storms, tornadoes or other natural or manmade disasters
- Organizational chart including proposed points of contact and a full-time project manager required to report to the END USER
- Training and professional experience (include all professional certifications)
- A list of existing contracts, particularly those within the State of Texas
- References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards)
- A list of sub-CONTRACTORS
- Provide a one to two page company profile to provide END USERS with a brief description of the firm, capabilities, experience, contact information, website, and additional resources.
- Detailed listing of CONTRACTOR'S equipment and resources
- A mobilization and operations plan
- Construction drawings for OSHA compliant temporary inspection towers

- Completed Bid Certification Form along with rate schedules on provided forms
- Anti-Collusion Statement
- 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.
- Spill and Fire Prevention Plan – PROPOSERS shall submit spill prevention and fire prevention plans tailored to on-site activities at the TDSRS site or facility.
- 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.
- Employee Training and Medical Monitoring– PROPOSERS shall submit a detailed training outline of each position involved in debris removal and TDSRS site operations.. PROPOSERS shall also submit information regarding employee medical monitoring requirements.
- 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.
- Third-Party Certification – PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.

2.11 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 are met and a safety officer assigned to the project for the duration of this contract.

2.12 Generator Status and Indemnification

In order to protect H-GAC and END USERS 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 END USER'S HOUSEHOLD HAZARDOUS COLLECTION AND/OR DISPOSAL FACILITY.**

CONTRACTOR agrees to and shall defend, indemnify, and hold H-GAC, END USERS, their employees, officers, and legal representatives (collectively, "H-GAC/END USERS") 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', CONTRACTOR'S or SUB-CONTRACTORS' actual or alleged negligence or intentional acts or omissions;
2. H-GAC/END USERS' and CONTRACTOR'S actual or alleged concurrent negligence, whether CONTRACTOR is immune from liability or not; and

3. H-GAC/END USERS' 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 H-GAC /END USERS harmless during the term of this agreement and for four years after this agreement terminates. CONTRACTOR shall not indemnify H-GAC/END USERS for the H-GAC/END USERS' sole negligence.

2.13 Release

The CONTRACTOR, its predecessors, successors, and assigns hereby release, relinquish, and discharge the H-GAC/END USERS, its agents, employees, officers and legal representatives from any liability arising out of the H-GAC/END USERS' sole and/or concurrent negligence and/or the H-GAC/END USERS' 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.

2.14 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 H-GAC 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 H-GAC 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 H-GAC to suspend the Contract and for END USERS 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 H-GAC, 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 H-GAC, and that it shall give thirty (30) days written notice to H-GAC 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 nonrenewed 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 H-GAC, at its option, to terminate the Agreement at once. CONTRACTOR shall give written notice to H-GAC 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 H-GAC 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 H-GAC.

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 H-GAC 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.

2.15 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.

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 H-GAC, the information must be clearly labeled as "Trade Secret." H-GAC will maintain the confidentiality of such trade secrets to the extent provided by law.

3.3 Recycling and Waste Management Hierarchy

H-GAC 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. H-GAC 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 H-GAC and to arrange for the ultimate disposition of the wastes accordingly.

3.4 Non-Discrimination and Equal Opportunity

The CONTRACTOR agrees 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 H-GAC to assist Small, Disadvantaged, Minority, Women-Owned & Historically Under-Utilized Businesses in learning how to do business with H-GAC. Further it is H-GAC's policy that these sources shall have the maximum feasible opportunity to compete. Successful CONTRACTOR agrees it will comply with this policy if accepted.

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 H-GAC 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 H-GAC.

3.8 Venue

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

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

3.9 Terms, Conditions and Exceptions

- 3.9.1 This RFP does not commit H-GAC to award a contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a proposal in response to this request.
- 3.9.2 The proposals will become part of H-GAC's official files without any obligation on H-GAC's part. All responses shall be held confidential from all parties other than H-GAC until after the contract is awarded. Afterward, the proposals shall be available to the public.
- 3.9.3 H-GAC shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than H-GAC, 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 H-GAC (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 proposes 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, H-GAC 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 H-GAC.
- 3.9.8 H-GAC and the selected PROPOSER may negotiate a contract or contracts for submission to the H-GAC Board of Directors for consideration and approval. In the event an agreement cannot be reached with the selected PROPOSER, H-GAC reserves the right to select an alternative PROPOSER. H-GAC reserves the right to negotiate with the CONTRACTOR the exact terms and conditions of the contract.
- 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 H-GAC Project Administrator.
- 3.9.10 PROPOSERS are advised that all H-GAC 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

H-GAC 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 H-GAC determines that such termination is in the best interest of H-GAC and END USER 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 ("END USER") pursuant to the Contract and to the satisfaction of H-GAC's Executive Director or his designee whose name has not appeared on any prior invoice. Participating END USERS agree to pay the successful PROPOSER, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of END USER 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, H-GAC may consider the successful PROPOSER to be in default. In this event, H-GAC 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, H-GAC may issue a Termination Notice.

- 3.9.12 CONTRACTOR must promptly report to H-GAC 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 H-GAC 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 H-GAC reserves the right to waive any formalities concerning this RFP, or to reject any or all proposals or any part thereof.
- 3.9.15 H-GAC reserves the right to reduce the scope of the project and evaluate only the remaining elements from all proposals. H-GAC 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 H-GAC and/or END USERS 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 H-GAC, all at no additional cost or liability to H-GAC and/or END USER.
- 3.9.19 All disposal sites and treatment methods used by the CONTRACTOR shall be approved by END USER. Any changes in disposal site or treatment method without obtaining prior approval of END USER 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 H-GAC to perform planning services would not result in either a personal conflict of interest or an organizational conflict of interest.
- 3.9.21 H-GAC and/or END USER 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 END USER 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 H-GAC 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 Federal, State and local 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 Preaudit

Any contract resulting from this RFP process will be pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by a END USER 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 H-GAC 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 END USER 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 END USER 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 End Users

The END USER may choose to 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 End User Agreements entered into between CONTRACTOR and any END USER 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 End User Agreement with the END USERS pursuant to this Contract. Applicable H-GAC fees would be due and payable to H-GAC on any End User Agreements surviving termination of the Contract between H-GAC and CONTRACTOR.

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 H-GAC Board of Directors to authorized negotiation with top-ranked PROPOSERS. Grievances filed more than 10 days after action by H-GAC Board of Directors 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 Chief Financial Officer of H-GAC 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.
3. A precise statement of the reasons for the protest.
4. Supporting exhibits, evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of H-GAC's Procurement Procedures, a violation of State or Federal Law (if applicable), or a violation of applicable grant or contract agreements to which H-GAC is a party. Failure to receive a procurement award from H-GAC in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Financial Officer will initiate the informal resolution process.

The Procurement Officer or Departmental Director 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 Office Services Manager of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Financial Officer immediately. The Chief Financial Officer 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 Chief Financial Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of H-GAC. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of H-GAC 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 Executive Director.

The decision reached by the Executive Director 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 Executive Director to a Court of competent jurisdiction.

Section 4: OVERVIEW OF SCOPE OF WORK RATE SCHEDULE ITEMS

Under this contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidances and policies, and as directed by the END USER. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non burnable, 2) loading the debris, 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the CONTRACTOR by the END USER. It shall be the CONTRACTOR'S responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the CONTRACTOR was issued a notice to proceed, unless otherwise directed by the END USER, in writing. This includes, but is not limited to:

The END USER will request the above mentioned information via the END USER request form that has been provided by H-GAC. The END USER request form will allow an entity to enter into an agreement with the CONTRACTOR regarding the END USERS specific needs concerning debris management activities.

1. Vegetative Debris

- a. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber and wood products.
- b. Remains of standing trees which are clearly damaged beyond salvage.

2. Construction and Demolition (C&D) Debris

- a. Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels.
- b. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- c. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- d. Metal debris, consisting of various thicknesses of corrugated metal and other thin sheet metal products.

4.1 Description of Designated Area

- 4.1.1 The designated area for debris removal is bounded by END USER limits and includes all public right-of-ways, easements, parks, debris staging areas within the areas of the entity. Roadways in municipalities within the END USER'S limits may assign debris removal responsibilities to the PROPOSER. Debris removal performed on these municipal roadways will be performed as identified by the END USER. The END USER may also authorize the PROPOSER to perform debris removal on NON-END USER roadways or other areas as directed in writing by the END USER.
- 4.1.2 All debris identified by the END USER shall be removed. The CONTRACTOR shall make up to two complete passes through the END USER's limits, removing all debris along each street Right-of-Way ("ROW"). It is at the END USER'S discretion to require a third pass to be performed by the CONTRACTOR. Partial removal of debris piles is strictly prohibited. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the END USER or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of this contract unless specifically authorized by the END USER, in writing.
- 4.1.3 CONTRACTOR shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all State, Local, and Federal regulations.
- 4.1.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.
- 4.1.5 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 TDSRS, unless approved in advance by the END USER.
- 4.1.6 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 6 inches in any dimension shall be left on site. Hand crews and rakes will be required.
- 4.1.7 CONTRACTOR will provide an on-site Project Manager to the END USER. The Project Manager shall provide a telephone number to the END USER with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with END USER representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, LOCAL coordination, and damage repairs. Frequency of meetings may be adjusted by the END USER. PROPOSER Project Manager must be available 24

hours-day, or as required by the END USER.

4.1.8 The END USER may provide the CONTRACTOR with Temporary Debris Storage and Reduction Sites (TDSRS). The CONTRACTOR will be responsible for returning the TDSRS to its original condition, abiding by all State and Federal environmental regulatory requirements.

1. TDSRS location to be determined within the END USER service request form.
2. Once TDSRS locations are determined, the CONTRACTOR will be provided with address, GPS coordinates, and estimated acreage.
3. Based on the severity of the disaster, the END USER may task the CONTRACTOR with locating additional sites available as TDSRS.
4. The END USER 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 END USER. The CONTRACTOR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. TDSRS 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 END USER.
5. Payment for disposal costs such as tipping fees incurred by the CONTRACTOR at permitted disposal facilities, or other END USER 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.

4.1.9 The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State, tribal and local governments or agencies, or of any public utilities.

4.1.10 The END USER reserves the right to inspect the TDSRS, verify quantities, and review operations at any time.

Section 5: SCOPE OF WORK

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 END USER roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the END USER shall be clear and passable within (70) seventy working hours of the issuance of a notice to proceed from the END USER to conduct emergency roadway clearance work. This may include roadways in municipalities within the END USER. Clearance of these roadways will be performed as identified by the END USER.

5.2 ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the END USER ROW to an END USER approved TDSRS or other designated disposal facility.

1. Vegetative debris existing in the END USER ROW is defined as debris resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public right-of-ways, easements, END USER parks, alleys, END USER debris staging areas, and other areas as designated by the END USER.
2. For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of vegetative debris existing in the END USER will be performed as identified by the END USER.
4. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific Right-of-Entry ("ROE") legal and operational procedures.

5.3 ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the END USER ROW to a END USER approved TDSRS or other designated disposal facility.

1. C&D debris existing in the END USER ROW is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public right-of-ways, easements, END USER parks, alleys, and END USER debris staging areas.
2. For the purposes of this contract, C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.
3. Removal of C&D debris existing in the END USER ROW will be performed as identified by

the END USER.

5.4 Demolition, Removal, and Transport of Structures

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the END USER. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to an END USER approved TDSRS or other designated disposal facility.

1. Removal and transportation of demolished structures and scattered C&D debris on private property, will be performed as identified by the END USER.
2. Entry onto private property will only be permitted when directed by the END USER. The END USER will provide specific Right Of Entry (ROE) legal and operational procedures.
3. CONTRACTOR is required to strictly adhere to any and all Local, State, and Federal regulatory requirements for the demolition of structures.

5.5 TDSRS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate TDSRS for the acceptance, management, segregation, and staging of disaster related debris. TDSRS layout and ingress and egress plan must be approved by the END USER

1. The management of TDSRS includes assistance in obtaining necessary Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Debris at the TDSRS will be clearly segregated and managed according to the separately priced collection operations outlined in section 4, "Overview of Work of Scope Rate Schedule Items."
3. CONTRACTOR is responsible for providing TDSRS traffic control.
4. CONTRACTOR is responsible for providing TDSRS dust control.
5. CONTRACTOR is responsible for providing 24-hour site security.
6. CONTRACTOR shall provide a tower from which the END USER or its authorized representative can make volumetric load calls. The tower provided by the CONTRACTOR will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.
7. CONTRACTOR is responsible for operating the TDSRS in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.
8. Upon completion of haul-out activities, CONTRACTOR shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the COUNTY or its authorized representative.

5.6 Grinding (Reduction of Storm Generated Debris)

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

1. All un-reduced storm debris must be staged separately at the TDSRS.
2. PROPOSER must obtain approval to reduce C&D debris from END USER. If approved for reduction by END USER, C&D debris must be reduced via grinding in order for the END USER to compensate the CONTRACTOR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.

5.7 Incineration (Reduction of Storm Generated Debris)

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

1. All un-reduced storm debris must be staged separately at the TDSRS.

5.8 Haul-Out of Reduced Debris to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at an END USER approved TDSRS to a final disposal facility.

1. All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

5.9 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees (12) twelve inches or greater in diameter, measured (3) three feet from the base of the tree or chest height and hanging limbs (2) two inches or greater in diameter existing in the END USER ROW. Further, debris generated from the removal of hazardous trees and hanging limbs (2) two inches or greater existing in the END USER ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 5.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Hazardous leaning trees less than (12) inches in diameter, measured (3) three feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with 5.2. The END USER will not compensate the CONTRACTOR for leaning trees less than (12) twelve inches in diameter on a unit rate basis.

1. Removal and transportation of hazardous trees (12) twelve inches or greater in diameter and hanging limbs (2) two inches or greater in diameter existing in the END USER ROW and private property will be performed as identified by the END USER. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the CONTRACTOR, in writing, by the END USER. In order for leaning or hazardous trees

to be removed and eligible for reimbursement, the tree must satisfy a minimum of (1) one of the following requirements:

- a. The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.
- b. The tree is dead, twisted, or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.

5.10 Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous uprooted stumps (24) twenty-four inches or greater in diameter, measured (24) twenty-four inches from the base of the tree existing in the END USER ROW. Further, debris generated from the removal of uprooted stumps existing in the END USER ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with 5.2 under the terms, conditions, and procedure described in "ROW Vegetative Debris Removal." Stumps measured (24) twenty-four inches from the base of the tree and less than (24) twenty-four inches in diameter will be considered normal vegetative debris and removed in accordance with 5.2. The END USER will not compensate hazardous stumps less than (24) twenty-four inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of 5.2.

1. Removal and transportation of hazardous uprooted stumps existing in the END USER ROW and private property will be performed as identified by the END USER. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR, in writing, by the END USER. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:
 - a. Over 50% of the tree crown is damaged or broken and heartwood is exposed.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of 5.2. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (See Attachment 1 – FEMA Stump Conversion Table).

The END USER or its representative will measure and certify all stumps before removal.

5.11 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW).

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 regulatory agencies.

5.12 Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the END USER. The removed vehicles will be hauled to an END USER approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. The removal, transportation, and disposal required for Abandoned Vehicle Removal includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.13 Animal Carcass Removal and Disposal

Under this contract, work shall consist of the removal of animal carcasses in areas identified and approved by the END USER. The carcasses will be hauled to an END USER approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. 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 regulatory agencies.

5.14 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of White Goods. White Goods containing refrigerants will be hauled to an END USER approved staging area where certified technicians will remove the refrigerants.

1. 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.

5.15 Freon Removal

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the END USER. The Freon containing items will be hauled to an END USER approved staging area under the terms and conditions of 5.14 and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

1. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.16 Asbestos Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of Asbestos.

1. The removal, transportation, and disposal of Asbestos includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

5.17 Use of Local Resources

As per the Robert T. Stafford Act and FEMA regulations, PROPOSER will be able to use his/her own SUB-CONTRACTOR resources to meet the obligations of the contract. It is expected that the Awarded CONTRACTOR will utilize at least **30%** of SUB-CONTRACTORS are resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

5.18 Working Hours

Monday through Sunday, the Contract hours shall only be during daylight hours or as otherwise directed by the END USER. No work outside these hours shall be allowed unless approved in advance by the END USER.

5.19 Debris Site Tower Specifications

5.19.1 The CONTRACTOR shall provide a minimum of one tower at each dumpsite for the use of END USER representatives during their inspection of dumping operations. If ingress and egress of a TDSRS is of significant distance that the END USER or its representative are unable to verify the entering and exiting trucks, then the CONTRACTOR may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum (8) eight feet by (8) eight feet of usable floor area, be covered by a roof with (2) two feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up (4) four feet on all (4) four sides. The expense incurred by the CONTRACTOR for the construction of towers is an overhead expense contemplated as part of the PROPOSER'S compensation under the terms and conditions of section 5.5.

5.19.2 The CONTRACTOR shall provide a minimum of one portable toilet at each dumpsite for the use of END USER representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the CONTRACTOR throughout the duration of dumping operations. The expense incurred by the CONTRACTOR for the operation of portable toilets is an overhead expense contemplated as part of the CONTRACTOR'S compensation under the terms and conditions of section 5.5.

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

5.20 Equipment

5.20.1 All trucks and other equipment must be in compliance with all applicable Federal, State, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

5.20.2 Sideboards or other extensions to the bed are allowable provided they meet all

applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of (2) two inch by (6) six inch boards or greater and not to extend more than (2) two feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized END USER representatives prior to its use by the CONTRACTOR.

- 5.20.3 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 work area during the period of this contract. Under no circumstances will the PROPOSER mix debris hauled for others with debris hauled under this contract.
- 5.20.4 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the END USER.
- 5.20.5 Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the END USER, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

5.21 Traffic Control

- 5.21.1 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.
- 5.21.2 CONTRACTOR shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
- 5.21.3 Highways, streets or parts of the work 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.
- 5.21.4 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out 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.
- 5.21.5 The expenses incurred by the CONTRACTOR for items 5.22.1 to 5.22.3 are compensated under the terms and conditions of section 5.5.

5.22 Damage To Public Or Private Property

- 5.22.1 CONTRACTOR is responsible for all damage, injury, or loss to any property.
- 5.22.2 CONTRACTOR shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means

determined to be necessary.

- 5.22.3 CONTRACTOR failure to restore damage to public or private property to the satisfaction of the END USER will result in the END USER withholding retainage money in an amount sufficient to make necessary repairs.

5.23 Existing Utilities

- 5.23.1 Some trees and debris which 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. CONTRACTOR shall pay all such costs to the utility company for any adjustments.
- 5.23.2 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.

5.24 Environmental Protection

- 5.24.1 All chemicals of whatever nature used during project construction or furnished for project operation must be state and federally certified. Their use and disposal of all residues shall be in strict compliance with instructions.
- 5.24.2 The CONTRACTOR shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the END USER. CONTRACTOR shall comply in a timely manner with all directions of the END USER regarding the use of a water truck or other approved dust abatement measures.
- 5.24.3 The CONTRACTOR shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection.

5.25 Documentation and Measurement

- 5.25.1 Prior to beginning any work, the END USER, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the END USER, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized END USER representative each time it returns to work from other contracts or communities.
- 5.25.2 CONTRACTOR is responsible for ensuring that all SUB-CONTRACTORS maintain a valid driver's licenses and equipment legally fit for travel on the road.

5.25.3 The CONTRACTOR shall designate one project manager. The representative shall provide a telephone number to the END USER with which he or she can be reached throughout the duration of the project.

5.25.4 "Load tickets" will be provided by the END USER or its representative for recording volumes of debris removal.

1. Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
2. Load tickets will be issued by an authorized representative of the END USER at the loading site. The END USER representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the END USER representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the END USER representative present at the dumpsite. The END USER representative will validate, enter the estimated debris quantity, and sign the tickets. The END USER will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the CONTRACTOR'S records.
3. The CONTRACTOR shall give written notice of the location for work scheduled 24 hours in advance.

5.26 END USER Responsibilities

END USER responsibilities will vary with each END USER depending on END USER needs and resources. The END USER, at a minimum, will be responsible for the following:

1. Coordination of collection activities with CONTRACTOR
2. END USER service request form
3. Identifying suitable temporary debris storage and reduction site activities
4. Promotion of debris management activities
5. Educational materials
6. Submittal of post-collection TDSRS data reports to TCEQ
7. Recruitment and coordination of volunteers
8. Coordination with local police, fire, EMS and other appropriate agencies
9. Provision of emergency contact information

Section 6: EVALUATION AND SELECTION PROCESS

1. Proposals will be evaluated by **H-GAC** using the following criteria:

- a. Proposal Requirements and Completeness of Proposal** **10 points**
- b. References, Experience, Reputation, Compliance** **25 points**
 - Experience and reputation in managing debris removal and disposal projects within Federal and State regulations and guidelines
 - Personnel experience and training
 - Financial stability
- c. Debris Management Services** **40 points**
 - Degree of H-GAC and END USER liability in proposed debris management methods
 - Breadth of service, number of END USER contract the CONTRACTOR can handle
 - Debris Management methods and commitment to H-GAC and END USER debris management preferences
 - Availability of preferred disposal methods, e.g. types of materials planned for reuse and recycling
 - Ability to ensure debris is collected, sorted, transported safely and reduced appropriately
 - Ability to serve a wide range of project types (i.e. permanent facility, one-day event, mobile collection unit) and community types (i.e. rural, urban, suburban)
- d. Responsiveness of Proposal** **25 points**
 - Demonstrated understanding of H-GAC and END USER needs
 - Demonstrated understanding of requirements of the RFP and Contract
 - Quality of proposal and impressions of response as it relates to project
 - Additional services, ideas or products that will benefit H-GAC and END USERS

- 2. There will be a total maximum score of 100 points. PROPOSERS who score 70 points or above will be eligible to receive an award. To meet the needs of **H-GAC** and Cooperative Purchasing Program Members, 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 requirements herein.
- 4. If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response 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 **H-GAC's** opinion the information was intended to mislead regarding a requirement of the solicitation document.
- 6. During the evaluation process, **H-GAC** may require a Respondent's representative to answer

questions with regard to the proposal. Failure of Respondent to demonstrate that the claims made in its proposal are in fact 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		



SECTION C - H-GAC FORMS

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.: _____

Title: _____

This Section contains the following **H-GAC FORMS**.

FORM	DESCRIPTION
Form A:	Offeror Identification and Authorized Signatory
Form B:	Historically Underutilized Business Enterprises
Form C:	Response Checklist
Form CIQ:	Conflict Of Interest Questionnaire

These *FORMS* are hereby made available in electronic format. They should be copied to Offeror's computer for completion and/or printout as required. The *FORMS* **may not** be changed or altered in any way, except that additional lines may be inserted in **Form E** as necessary.

ALL completed *FORMS* must also be submitted electronically on CD-ROM, excepting of course for signatures. The printed "Original" of the response will be considered as the official copy in case of any discrepancy between the electronic version and the printed Original.

Form CIQ: H-GAC is required to solicit and maintain on file a completed Form CIQ from all entities with which it does business. However, H-GAC does not provide interpretation of the law requiring the Form, nor advice or instruction as to completion of the Form. If Offeror has questions of that nature they should be directed to Offeror's legal counsel.

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: _____

Invitation Title: _____

Offeror Company: _____

(Legal name of business which will appear on contract, if awarded)

Offeror Status: ☐ Manufacturer☐ Dealer/Distributor☐ OtherResponse Type(1): ☐ Offeror Acting Alone☐ Joint Offering

Contract Signatory(2): _____

Title: _____

Mailing Address(3): _____

Physical Address: _____

Phone: _____

Fax: _____

Email Address: _____

Federal ID No.: _____

Web Page URL: _____

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person(4): _____

Mailing Address: _____

Physical Address: _____

Toll Free Phone: _____

Fax: _____

Email Address: _____

(4) Person who End Users will contact for product information and to get pricing quotes.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

FORM B - HISTORICALLY UNDERUTILIZED BUSINESS ENTERPRISES

Invitation No.: _____

Title: _____

Offeror: _____

Most, if not all, of the Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as 'percentage of total dollars spent directed to HUBs', 'number of HUB contractors used', 'HUB subcontractors employed by primary contractors', etc. These requirements are generally formalized in goal oriented programs.

HGACBuy is committed to promoting full and equal business opportunities for HUB contractors, and to assisting Cooperative Purchasing Program (COOP) Members in meeting mandated HUB goals. In that regard, Contractor shall make a good faith effort to use the services of Certified/Listed (See Note 2) HUBs whenever possible.

As part of a good faith effort, Contractor agrees to work with and assist HGACBuy Members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of 'Certified/Listed' subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Note 1: There are many designations other than "HUB" used across the country within various jurisdictions. Examples include terms such as Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Woman Owned Business Enterprise (WBE), Small Disadvantaged Business (SDB), Small, Woman or Minority-owned Business (SWAM), etc. Regardless of the formal designation, the overall objective of the relevant programs is basically the same, i.e. to insure that disadvantaged and underutilized members of the business community receive a fair share of public spending. The term HUB as used herein shall be understood to encompass all such programs/business enterprises, no matter what terminology is used by the Member.

Note 2: The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities. They are then "Certified" or "Listed" by having their name included on an official listing published by the Certifying or Listing Authority.

Accepted and Agreed By: _____

Title: _____

Date: _____

HUB Status Of Offeror☐ Offeror is a HUB, as detailed below.☐ Offeror is not a HUB.

Designation(s):

☐ HUB☐ DBE☐ MBE☐ WBE☐ Other

Certifying/Listing Authority(s): _____

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this procurement. Include subcontractor name, designation (HUB DBE, etc.) and certifying/listing authority.

☐ Subcontractor List attached.☐ No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST		Invitation No.: _____
Title: _____		
Offeror: _____		
This <i>FORM</i> is provided to help insure that all required Response elements have been completed and included, or certified as being available upon request. <u>Responses that do not comply with all requirements may be considered non-compliant.</u> Offeror's signatory must review each item below, and certify by initialing in the space to the right.		
This Response Includes:		Init.
1 An "Original" of all required <i>FORMS</i> and documents, plus one copy, each in a separate hard-sided 3-ring binder .		
2 A completed electronic copy of all Forms , and any other documents as may be so required, on CD-Rom.		
3 The required list of References .		
4 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.		
5 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.		
6 Employee Training and Medical Monitoring - PROPOSERS shall submit a detailed training outline of each position involved in debris removal and TDSRS operations. PROPOSERS shall also submit information regarding employee medical monitoring requirements.		
7 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.		
8 Third-Party Certification - PROPOSER shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series.		
9 References from existing contracts and/or past clients (must include references from the successful completion of three (3) debris removal projects in excess of 1,000,000 cubic yards).		
10 Form CIQ completed and signed.		
11 A Bid/Proposal Bond or Cashier's Check in the amount of \$3000 (<u>not a percentage bond</u>).		N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

[1] Name of person doing business with local governmental entity.

[2] ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

[3] Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

[4] Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

[5] Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each affiliation or business relationship.

[6] Describe any other affiliation or business relationship that might cause a conflict of interest.

[7]

Signature of person doing business with the governmental entity

Date



Exhibit C

H-GAC Standard Pricing Worksheet

Date: 7/13/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE									
		CERES Environmental			DRC		Phillips & Jordan		
		Unit Price	Total	Estimated CY	Unit Price	Total	Unit Price	Total	
1.	ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.			142,500					
		\$7.49	\$1,067,325.00						
					\$7.24	\$1,011,700.00	\$6.89	\$981,825.00	
2.	ROW CAD Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible CAD debris on the ROW to an approved TDSRS or other designated disposal facility.			Estimated CY					
		\$7.24	\$343,900.00	47,500					
					\$7.62	\$361,950.00	\$4.94	\$427,025.00	
3.	Demolition, Removal and Transport of Eligible Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish structures on private property.			Estimated CY					
		\$24.99	\$2,499.00	100					
					\$28.86	\$2,886.00	\$10.19	\$1,019.00	
4.	TDSR Management and Operations Work consists of the management and operation of TDSRS for acceptance, management, segregation, and scaling of disaster related debris.			Estimated CY					
		\$0.79	\$150,100.00	190,000					
					\$0.40	\$76,000.00	\$1.20	\$228,000.00	
5.	Reduction of Storm Generated Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.			Estimated CY					
		\$1.49	\$141,550.00	95,000					
					\$2.85	\$268,950.00	\$1.80	\$171,000.00	
6.	Reduction of Storm Generated Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.			Estimated CY					
		\$1.42	\$67,450.00	47,500					
					\$2.42	\$114,950.00	\$0.99	\$47,025.00	
7.	Reduction of Storm Generated Debris Through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.			Estimated CY					
		\$1.37	\$65,075.00	47,500					
					\$2.74	\$106,420.00	\$0.79	\$37,525.00	
8.	Haul-out of Reduced Debris to Final Disposal Site Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.			Estimated CY					
		\$3.75	\$103,312.50	27,550					
					\$3.27	\$90,711.00	\$3.99	\$109,924.50	

Notes:
1. Unit prices are applicable to 1 cubic yard.

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

[illegible]

Notes:
(Enter notes as applicable or Else)



Debris Removal Contractor

3rd

Awarded Vendor

CERES ENVIRONMENTAL

RESPONSE

&

PROPOSAL INFORMATION

H-GAC Standard Pricing Worksheet

Date: 9/22/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

		To be Completed By Vendor ▼	To be Completed By End User ▼	
		\$ Per Cubic Yard	Estimated CY	Total
1. ROW Vegetative Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible vegetative debris on the ROW to an approved TDSRS or other designated disposal facility.		\$ 7.49	142,500	\$ 1,067,326.00
2. ROW C&D Debris Removal (Collect & Haul) Work consists of collection and transportation of eligible C&D debris on the ROW to an approved TDSRS or other designated disposal facility.		\$ Per Cubic Yard	Estimated CY	Total
3. Demolition, Removal and Transport of Eligible Structures Work consists of all labor, equipment, fuel, and associated costs necessary to demolish structures on private property.		\$ 7.24	47,500	\$ 343,900.00
4. TDSR Management and Operations Work consists of the management and operation of TDSRS' for acceptance, management, segregation, and staging of disaster related debris.		\$ 24.99	100	\$ 2,499.00
5. Reduction of Storm Generated Debris Through Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through grinding.		\$ 0.79	190,000	\$ 160,100.00
6. Reduction of Storm Generated Debris Through Air Curtain Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through air curtain incineration.		\$ 1.49	95,000	\$ 141,550.00
7. Reduction of Storm Generated Debris Through Controlled Open Burning Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster generated debris through controlled open burning.		\$ 1.42	47,500	\$ 67,450.00
8. Haul-out of Reduced Debris to Final Disposal Site Work consists of loading and transporting reduced debris at an approved TDSRS to a final disposal facility.		\$ 1.37	47,500	\$ 66,076.00
		\$ Per Cubic Yard	Estimated CY	Total
		\$ 3.75	27,550	\$ 103,312.60

Notes:
[Enter notes as applicable or Erase]

H-GAC Standard Pricing Worksheet

Date: 9/22/2009

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

		To be Completed By Vendor ▼	To be Completed By End User ▼		
		\$ Per Tree	Estimated Trees	Total	
9. Removal of Eligible Hazardous Leaning Trees and Hanging Limbs Work consists of removing eligible hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	6 inch to 12 inch diameter	\$125.00	9	\$1,125.00	
	13 inch to 24 inch diameter	\$150.00	17	\$2,550.00	
	25 inch to 36 inch diameter	\$175.00	8	\$1,400.00	
	37 inch to 48 inch diameter	\$450.00	1	\$450.00	
	49 inch and larger diameter	\$600.00	0	\$0.00	
Hanger Removal (per Tree)		\$49.00	1,414	\$69,286.00	
10. Removal of Eligible Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting them to an approved TDSRS or other designated disposal facility.	\$ Per Stump		Estimated Stumps	Total	
	24 inch to 36 inch diameter	\$500.00	4	\$2,000.00	
	37 inch to 48 inch diameter	\$750.00	0	\$0.00	
	49 inch and larger diameter	\$900.00	0	\$0.00	
11. Abandoned Eligible Vehicle Removal Work consists of the removal of eligible abandoned vehicles in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit		Estimated Units	Total	
	\$295.00		50	\$14,750.00	
12. Abandoned Eligible Vessel Removal Work consists of the removal of abandoned vessels in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit		Estimated Units	Total	
	\$500.00		50	\$25,000.00	
13. Eligible Animal Carcass Removal and Disposal Work consists of the removal of eligible animal carcasses in areas identified and approved by the applicant and subsequently transported to an approved staging area.	\$ Per Unit		Estimated Units	Total	
	\$200.00		100	\$20,000.00	
14. ROW White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for removal, transportation, and disposal of eligible White Goods.	\$ Per Cubic Yard		Estimated CY	Total	
	\$60.00		100	\$6,000.00	
15. Freon Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and associated costs necessary for recovery and disposal of Freon from eligible items containing refrigerants.	\$ Per Cubic Yard		Estimated CY	Total	
	\$60.00		100	\$6,000.00	

Date: 9/22/2009

	\$90.00	25	\$2,260.00
Total Estimated Contract Price			\$ 2,086,022.60

(Total Price in words Two million eighty six thousand twenty two dollars and fifty cents)

Ceres Environmental Services, Inc.)

Total Estimated Contract Price

Total Price in words: Two million eighty six thousand twenty two dollars and fifty cents

Core Environmental Services, Inc.

\$ 2,086,022.50

TRAINING AND EDUCATIONAL SERVICES

Planning and training is available free of charge to Ceres clients and may include some of the following planning and training topics:

- Hurricane Debris Volume Estimation Using the U.S. Army Corps of Engineers Model
- The FEMA Paperwork Process: From IDA to PW and All Points In Between
- Measuring a Truck/Trailer the FEMA Way
- Load Tickets – Who Fills Out What and Why
- Stumps, Stumps, Stumps
- Determining Your Force Account Capabilities or When Will I Need Help
- FEMA Eligibility – What a “Good” Contractor Will Tell You

This creates further opportunities to develop the relationships between the Client staff and Ceres personnel that will help to assure a successful debris management operation, when required.

Within one week of contract award, the Client will be offered the opportunity to schedule a personal visit by a Ceres Project Manager. The purpose of this initial visit is the personal introduction of the key members of each party's team, discussion of the planning, training, and disaster response preparedness needs of the Client from their own perspective, and a review of Ceres Debris Management Plan, from mobilization to the Final Report. Tours of each of the sites identified for the following uses will be jointly conducted:

- Equipment Staging
- Temporary Debris Staging and Reduction
- Local Landfills Authorized for Final Disposal
- Client/Client Public Works Offices
- Client/Client Administration

It is expected that this initial meeting will require the better part of a normal workday. Discussion will loosely follow a prepared script designed to address the critical elements of resource requirements and knowledge base known to significantly enhance your Client's level of disaster response preparedness.

This is step one in the strategic pre-positioning of the interpersonal knowledge of each of our (both parties) teammates. Getting to know each other prior to an event is very important in maintaining a seamless transition into an actual disaster recovery mission.

BALANCE SHEET, INCOME STATEMENT, AND STATEMENT OF CASH FLOWS

This section includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal, under Texas Government Code Section 552.110. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are all sheets contained in the Annual Report Tab D Section 3.

Ceres Environmental Services, Inc.
Balance Sheets
As Of The Dates Shown

ASSETS	12/31/2008 (UNAUDITED)	12/31/2007 (AUDITED)	12/31/2006 (AUDITED)
Current Assets			
Cash	\$3,989,114	\$41,320,016	\$87,311,620
Accounts Receivable	27,071,647	19,648,282	24,398,760
Costs In Excess of Billings	5,372,320	310,025	75,066
Due From Related Parties, Net	3,112,829	6,137,199	5,365,716
Refundable Income Taxes	0	83,827	107,931
Prepaid Expenses	283,496	222,639	55,577
Note Receivable	314,667	127,805	18,864
Total Current Assets	40,144,073	67,849,793	117,333,534
Property and Equipment			
Construction Equipment	13,950,202	11,922,097	11,746,011
Office Furniture & Equipment	544,001	406,673	225,049
Leasehold Improvements	103,994	316,325	73,458
	14,598,197	12,645,095	12,044,518
Less Accumulated Depreciation	(8,242,205)	(7,206,547)	(6,449,044)
Total Property & Equipment, net	6,355,992	5,438,548	5,595,474
Other Assets			
Due From Related Party	386,296	518,296	653,296
Investment in Partnership	500	500	500
Total Other Assets	386,796	518,796	653,796
Total Assets	\$46,886,861	\$73,807,137	\$123,582,804
LIABILITIES AND STOCKHOLDER'S EQUITY			
Current Liabilities			
Accounts Payable	\$21,648,658	\$30,054,651	\$63,587,851
Due to Stockholder	\$5,880,068	\$0	\$30,345,588
Accrued Expenses	2,941,594	183,854	2,017,361
Accrued Salaries & P/R Taxes	3,384,994	4,963,340	5,550,238
Billings In Excess of Costs	494,540	2,983,591	0
Dividends Payable	0	32,000,000	0
Income Taxes Payable	0	25,000	27,350
Total Current Liabilities	34,349,854	70,210,436	101,528,388
Stockholder's Equity			
Common Stock	1,000	1,000	1,000
Paid In Capital	1,222,717	1,222,717	1,222,717
Retained Earnings	11,313,290	2,372,984	20,830,699
Total Stockholder's Equity	12,537,007	3,596,701	22,054,416
Total Liabilities and Stockholder's Equity	\$46,886,861	\$73,807,137	\$123,582,804

UNAUDITED - FOR MANAGEMENT PURPOSES ONLY

All data contained on this sheet is subject to the restriction on the front cover of this section.

Ceres Environmental Services, Inc.
Income Statements
For the Periods Shown

	FYE 12/31/2008 (UNAUDITED)	FYE 12/31/2007 (AUDITED)	FYE 12/31/2006 (AUDITED)
REVENUE	\$46,991,608	\$98,529,728	\$200,321,968
DIRECT COSTS	<u>34,775,677</u>	<u>33,744,787</u>	<u>165,719,279</u>
GROSS PROFIT	12,215,931	64,784,941	34,602,689
Depreciation	957,217	788,045	918,101
General and Administrative Expenses	<u>3,925,860</u>	<u>4,750,635</u>	<u>7,441,752</u>
	<u>4,883,077</u>	<u>5,538,680</u>	<u>8,359,853</u>
INCOME FROM OPERATIONS	7,332,854	59,246,261	26,242,836
OTHER INCOME (EXPENSE)			
Interest Income	587,200	2,895,515	1,590,607
Interest Expense	(53,562)	(1,333,874)	(645,847)
Provision for (Bad Debts) Recoveries, net	0	(2,574,660)	440,260
Rental Income	1,713,082	509,083	1,300,957
Miscellaneous	(3,816)	3,831	440,674
Gain on Sale of Equipment	<u>14,548</u>	<u>75,070</u>	<u>0</u>
	<u>2,257,452</u>	<u>(425,035)</u>	<u>3,126,651</u>
NET INCOME	9,590,306	58,821,226	29,369,487
RETAINED EARNINGS - Beginning of year	2,372,984	20,830,699	38,031,107
DIVIDENDS & DISTRIBUTIONS	(650,000)	(77,278,941)	(46,569,895)
RETAINED EARNINGS - End of year	<u>\$11,313,290</u>	<u>\$2,372,984</u>	<u>\$20,830,699</u>

UNAUDITED - FOR MANAGEMENT PURPOSES ONLY

All data contained on this sheet is subject to the restriction on the front cover of this section.

Ceres Environmental Services, Inc.
Statement Of Cash Flows
For the Periods Shown

	FYE 12/31/2008 (UNAUDITED)	FYE 12/31/2007 (AUDITED)	FYE 12/31/2006 (AUDITED)
CASH FLOWS FROM OPERATING ACTIVITIES			
Net Income	\$9,590,306	\$58,821,226	\$29,369,487
Adjustments to reconcile Net Income to Net Cash provided by operating activities:			
Depreciation	1,035,658	884,229	1,078,914
Provision for Bad debts (recovery)	0	74,660	(384,683)
Provision for Intercompany bad debt	0	2,500,000	0
Gain on Sale of Equipment	(14,548)	(75,070)	0
(Increase) Decrease in Assets:			
Accounts Receivable	(7,423,365)	4,675,818	(3,683,171)
Due from Related Parties	3,156,370	580,579	(2,416,031)
Note Receivable	(186,862)	(108,941)	(18,864)
Prepaid Expenses & Refundable Taxes	22,970	(142,958)	(49,505)
Costs in Excess of Billings	(5,062,295)	(234,959)	74,918,224
Increase (Decrease) in Liabilities:			
Accounts Payable	(8,405,993)	(33,533,200)	(7,717,979)
Accrued Liabilities	1,154,394	(2,422,755)	5,419,206
Billings in Excess of Cost	(2,489,051)	2,645,178	(728,143)
Accrued losses on uncompleted jobs	0	338,413	0
Net Cash Provided by Operating Activities	<u>(8,622,416)</u>	<u>34,002,220</u>	<u>95,787,455</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Expenditures for Property & Equipment	(1,953,102)	(815,805)	(2,768,166)
Proceeds from Sale of Equipment	14,548	163,572	0
Net Cash Provided by Investing Activities	<u>(1,938,554)</u>	<u>(652,233)</u>	<u>(2,768,166)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from Long Term Debt	0	0	154,828
Principal payments on Long Term Debt	0	0	(4,120,967)
Advances (to) from Related parties, net	5,880,068	(34,062,650)	30,234,571
Dividends paid	(32,650,000)	(45,278,941)	(65,376,895)
Net Cash Provided by Financing Activities	<u>(26,769,932)</u>	<u>(79,341,591)</u>	<u>(39,108,463)</u>
NET INCREASE (DECREASE) IN CASH	(37,330,902)	(45,991,604)	53,910,826
Cash and Cash Equivalents - Beginning of year	41,320,016	87,311,620	33,400,794
Cash and Cash Equivalents - End of year	<u><u>\$3,989,114</u></u>	<u><u>\$41,320,016</u></u>	<u><u>\$87,311,620</u></u>

UNAUDITED - FOR MANAGEMENT PURPOSES ONLY

All data contained on this sheet is subject to the restriction on the front cover of this section.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/02/2009
PRODUCER (952)653-1000 FAX (952)653-1101 Christensen Group Insurance Resources Int'l. 11100 Bren Road West Minnetonka, MN 55343		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CERES ENVIRONMENTAL SERVICES, INC. 3825 85th Ave Minneapolis, MN 55443		
		INSURERS AFFORDING COVERAGE
		INSURER A: ACE American Insurance Company
		INSURER B: Westfield Insurance Companies
		INSURER C: Commerce & Industry Insurance
		INSURER D:
		INSURER E:

COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Contractual Liabi GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	G24074754001	06/03/2009	06/03/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000		
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	CMM 4 0823 232	06/03/2009	06/03/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$		
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC-005-031-6914	12/08/2008	12/08/2009	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000		
A	OTHER Contractors Pollution Professional Liability	G24074754001 G24074754001	06/03/2009 06/03/2009	06/03/2010 06/03/2010	\$1,000,000 Each Condition \$1,000,000 - Each Claim		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate Holder is listed as Additional Insured under the General Liability policy regards to Vendor Registration for county

CERTIFICATE HOLDER

CANCELLATION

County of Hidalgo Purchasing Department 100 East Cano Street 4th Floor Admin Building Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Kelly Preston/KP

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/24/2010
PRODUCER (952)653-1000 FAX (952)653-1101 Christensen Group Insurance Resources Int'l. 11100 Bren Road West Minnetonka, MN 55343		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED CERES ENVIRONMENTAL SERVICES, INC. 3825 85th Ave Minneapolis, MN 55443		
		INSURERS AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Westfield Insurance Companies INSURER C: Commerce & Industry Insurance INSURER D: INSURER E:
		NAIC #

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Equipment Floater ☒ Contractual Liabi GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	G24074754001	06/03/2009	06/03/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	CMM 4 0823 232	06/03/2009	06/03/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC3429987	12/08/2009	12/08/2010	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A		OTHER Contractors Pollution Professional Liability	G24074754001 G24074754001	06/03/2009 06/03/2009	06/03/2010 06/03/2010	\$1,000,000 Each Condition \$1,000,000 - Each Claim Prof Liab - Claims Made Policy

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 No. C-09-003B-07-21 - Emergency Debris Management Services Contract
 Hidalgo County listed as Additional Insured

10 day cancel notice for nonpayment, 30 days for all other valid reasons

CERTIFICATE HOLDER Hidalgo County Purchasing Department 2812 S Business Hwy 281 New Administration Building Edinburg, TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Tyler Simmons/KP

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.