

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: _____

Date: 5/24/2010



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. EV0301¹⁰³¹ 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
 ENVIRONMENTAL DEPT.
 COMMUNITY AND

Emergency Debris Management Services

CONTRACT

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
Robbinsonville, 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: [Signature]
Edd Satterfield

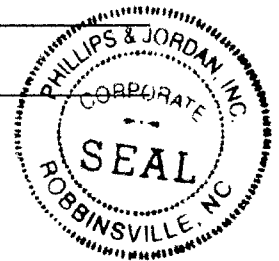
Title: Asst. Vice President

COUNTY OF HIDALGO ("COUNTY")

[Signature]
JUAN DE DIOS J.D. SALINAS, III
County Judge

ATTEST:

[Signature]
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: [Signature]
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	\$

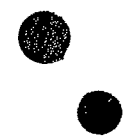
9-10	Removal of Partially Uprooted or Split Trees (Leaners) Felling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	Partially Uprooted Leaner Price includes excavating root ball and placing it 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.



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 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 77227-2277

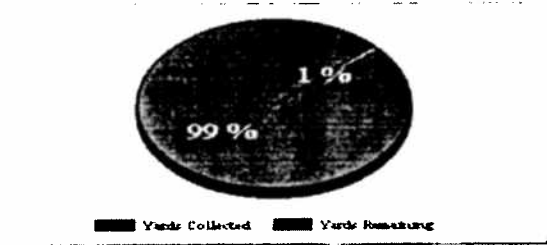
Contact information: cmergo@h-gac.com, 713.993.4520 desk or 713.993.4503 fax

Final Debris Breakdown Summary

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	89.0%	568,665
Mixed	10.9%	69,883
C&D	0.0%	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 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 Other

Response 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	
<input type="checkbox"/> Offeror is a HUB, as detailed below.	<input type="checkbox"/> Offeror is not a HUB.
Designation(s):	<input type="checkbox"/> HUB <input type="checkbox"/> DBE <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> 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.	
<input type="checkbox"/> Subcontractor List attached.	<input type="checkbox"/> No Subcontractors will be used.

FORM C - RESPONSE CHECKLIST		Invitation No.: _____
Title: _____		
Offeror: _____		
<p>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. Responses that do not comply with all requirements may be considered non-compliant. Offeror's signatory must review each item below, and certify by initialing in the space to the right.</p>		
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		Phillips & Jordan		
		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	\$7.24	\$1,031,700.00	\$6.89	\$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.	Estimated CY						
		47,500	\$7.24	\$343,900.00	\$7.62	\$361,950.00	\$8.09	\$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						
		100	\$24.99	\$2,499.00	\$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 staging of disaster related debris.	Estimated CY						
		190,000	\$0.79	\$150,100.00	\$1.40	\$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						
		95,000	\$1.48	\$141,550.00	\$2.80	\$266,000.00	\$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	\$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						
		47,500	\$1.37	\$65,075.00	\$2.24	\$106,400.00	\$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	\$3.22	\$88,711.00	\$3.99	\$109,924.50

Notes:
[Enter notes as applicable or Erase]

H-GAC Standard Pricing Worksheet

Date: 7/13/2008

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

Item Description	Estimated Trees	Estimated Stumps	Estimated Units	Estimated CY	Unit Price	Total Price
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.						
8 inch to 12 inch diameter	9	\$125.00	\$1,125.00	\$100.00	\$48.00	\$432.00
13 inch to 24 inch diameter	17	\$150.00	\$2,550.00	\$250.00	\$72.00	\$1,224.00
25 inch to 36 inch diameter	8	\$175.00	\$1,400.00	\$350.00	\$96.00	\$768.00
37 inch to 48 inch diameter	1	\$450.00	\$450.00	\$850.00	\$196.00	\$196.00
49 inch and larger diameter	0	\$600.00	\$0.00	\$1,250.00	\$0.00	\$0.00
Hanger Removal (per Tree)	1,414	\$49.00	\$69,286.00	\$67.00	\$34,738.20	\$50,804.00
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	\$120.00	\$480.00
37 inch to 48 inch diameter	0	\$750.00	\$0.00	\$550.00	\$0.00	\$0.00
49 inch and larger diameter	0	\$900.00	\$0.00	\$850.00	\$0.00	\$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.						
	50	\$295.00	\$14,750.00	\$189.00	\$9,450.00	\$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.						
	50	\$500.00	\$25,000.00	\$500.00	\$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.						
	100	\$200.00	\$20,000.00	\$50.00	\$1,000.00	\$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.						
	100	\$60.00	\$6,000.00	\$40.00	\$4,000.00	\$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.						
	25	\$80.00	\$2,000.00	\$25.00	\$625.00	\$1,000.00
Total Estimated Contract Price			\$2,086,022.50			\$2,195,010.00

Notes: [Enter notes as applicable or Erase]

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

To Be Completed By: Total Estimated By
Vendor 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.	\$ 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]

H-GAC Standard Pricing Worksheet

Date: 7/30/2009

End User: *[Enter Client Name]*

End User: [Enter Client Name]

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (Continued)

To be Completed By: **Vendor** To be Completed By: **Estimator**

	\$ 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	\$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
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	\$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
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
	\$175.00	50	\$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.	\$ Per Unit	Estimated Units	Total
	\$175.00	50	\$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.	\$ Per Unit	Estimated Units	Total
	\$65.00	100	\$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.	\$ Per Cubic Yard	Estimated CY	Total
	\$35.00	100	\$3,500.00
15. Freon Removal (Collect & Haul)			

H-GAC Standard Pricing Worksheet

Date: 7/30/2009

End User: [Enter Client Name]

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
	\$40.00	25	\$1,000.00
Total Estimated Contract Price			\$ 2,085,747.50
<i>(Total Price in v Two Million Eighty Five Thousand Seven Hundred and Forty Seven Dollars and Fifty Cents #NAME? Phillips and Jordan, INC</i>			

Notes:
[Enter notes as applicable or Erase]

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.

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.



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	Jurisdiction/Agency	Expiration Date
Federal:		Boiling Springs Lake	September 13, 2010
United States Army Corps of Engineers (USACE)	April 30, 2013	Charlotte	September 30, 2009
Alabama:		Four Oaks	May 1, 2011
Mobile	November 19, 2010	Johnston County	May 1, 2011
Orange Beach	June 18, 2009	Kenly	May 1, 2011
Connecticut:		Ocean Isle Beach	June 13, 2010
Connecticut	June 30, 2011	Pine Level	May 1, 2011
Florida:		Princeton	May 1, 2011
Atlantis	June 13, 2010	Selma	May 1, 2011
Belleair	August 21, 2009	Smithfield	May 1, 2011
Boynton Beach	June 13, 2010	Wake County	November 30, 2010
Briny Breezes	June 25, 2009	Wilmington (Push)	June 30, 2009
Cloud Lake	June 13, 2010	South Carolina:	
Collier County	June 13, 2009	Beaufort-Jasper Water & Sewer Authority	May 31, 2009
Dade City, Department of Public Works	August 21, 2009	Belfair POA	June 1, 2011
Daytona Beach	July 26, 2011	Berkeley Hall Club, Inc. POA	October 19, 2011
DeLand	August 30, 2009	Briarcliffe Acres	July 31, 2010
Deltona	August 30, 2009	Callawassie Island POA	August 5, 2013
Escambia County	September 6, 2009	Charleston County (70 Hour Push)	June 8, 2009
Glen Ridge	June 13, 2010	Chinaberry Ridge POA	August 17, 2011
Hernando County	July 23, 2010	Colleton River Plantation Club POA	October 19, 2011
Highland Beach	June 13, 2010	Crescent POA	August 17, 2011
Hillsborough County	July 31, 2009	Dataw Island Club POA	January 31, 2011
Lake Clarke Shores	June 13, 2010	Dataw Island Owners Association	January 31, 2010
Lake Worth	June 13, 2010	Fripp Island POA	October 20, 2011
Lee County School District	August 14, 2009	Greenville County	August 18, 2009
Manatee County	May 19, 2009	Harbor Island Owners Association	March 4, 2012
Magnolia Park	June 13, 2010	Hidden Lakes	August 17, 2011
Miami Beach	July 31, 2010	Hilton Head Plantation POA	September 14, 2010
Miramar	2010	Horry County SWA	February 6, 2012
New Port Richey	August 21, 2009	Indigo Run POA	November 8, 2010
North Palm Beach	June 13, 2010	Kiawah Island	August 31, 2013
Orlando	May 30, 2009	Kiawah Island Community Association	December 31, 2009
Ormond Beach	October 16, 2009	Leamington POA	August 17, 2011
Pahokee	June 13, 2010	North Myrtle Beach	February 6, 2012
Palm Beach County SWA	June 13, 2010	Oldfield LLC POA	August 28, 2011
Palm Beach Gardens	July 20, 2011	Palmetto Bluff POA	August 29, 2011
Palm Beach Shores	June 13, 2010	Palmetto Dunes POA	May 31, 2011
Palm Coast	June 19, 2010	Palmetto Hall Plantation POA	October 30, 2010
Pasco County	August 21, 2009	Port Royal Plantation	December 12, 2011
Pinellas County	June 14, 2009	Sea Pines Plantation POA	September 29, 2010
Saint Leo	August 21, 2009	Seabrook Island POA	February 10, 2011
San Antonio	August 21, 2009	Shipyards Plantation POA	November 1, 2010
Sarasota County	June 6, 2009	Spring Island Club	June 24, 2012
Seminole	June 14, 2009	Sun City Hilton POA	October 24, 2011
SFWMD	September 30, 2010	Wexford PHA	August 21, 2011
South Daytona	July 26, 2011	Windmill Harbour POA	August 13, 2010
South Palm Beach	June 13, 2010	Texas:	
St. Johns County	August 24, 2010	Galveston County	April 24, 2012
St. Lucie County School District	Perpetual	Virginia:	
Volusia County (Large Event)	July 26, 2011	Fairfax	June 30, 2010
Wellington	September 25, 2010	Southeastern Public Service Authority	March 31, 2013
Zephyrhills	August 21, 2009	Virginia Peninsulas Public Service Authority	April 3, 2013
Georgia:		Virginia State	August 31, 2011
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		

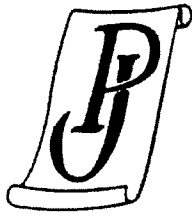
Year	Customer	Contact Name	Phone Number	Description	Amount
2004	Collier County Solid Waste Authority	Joe Bellone	239-417-8028	Collier County	\$ 313,215
2004	Century Realty Funds	Mark Schreiber	863-299-8583	Tower Lake	\$ 30,367
2004	Solid Waste Authority of Palm Beach County	John Archambo	561-315-2010	SWA PBC	\$ 27,119,941
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	\$ 153,352
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	386-871-8600	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	843-758-4004	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	Zynka 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	985-839-7825	Washington Parish Deb. Rem	\$ 17,850
2005	City of Gulfport	John Hoyle	850-478-1653	City of Gulfport	\$ 39,032,987
2005	AL Department of Conservation	Barnlett 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	561-998-5556	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	212-323-1728	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	716-824-6097	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	\$ 64,905
2007	City of Muskogee	Mike Stewart	918-684-6330	Muskogee	\$ 5,677,354
2008	City of Versailles, MO	Mayor Silvey	573-378-4634	Storm Debrts 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 Precipitation 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 • 111

ph: 615.484.0003
fx: 615.484.0000
www.rodemoss.com
605 Mabry Hood Road
Knoxville, TN 37952



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.

	<u>2008</u>	<u>2007</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
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	<u>52,232,355</u>	<u>90,383,009</u>
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	<u>16,067,526</u>	<u>22,128,282</u>
Total liabilities	<u>68,299,881</u>	<u>112,511,291</u>
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	<u>105,088,754</u>	<u>102,923,941</u>
Total liabilities and stockholders' equity	<u>\$ 173,388,635</u>	<u>\$ 215,435,232</u>

PHILLIPS AND JORDAN, INC.
 Consolidated Statements of Income
 Years Ended December 31, 2008 and 2007

3

	<u>2008</u>	<u>2007</u>
Construction Revenues	<u>\$ 245,828,525</u>	<u>\$ 346,781,247</u>
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	<u>13,797,163</u>	<u>17,932,486</u>
	<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	<u>1,108,392</u>	<u>391,765</u>
	<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	<u>4,000</u>	<u>374,000</u>
	<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	-	-	-	(20,000,000)	(20,000,000)
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	-	-	-	(8,500,000)	(8,500,000)
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

INSURED
Phillips and Jordan, Incorporated
 Attn: Steve Thompson
 6621 Wilbanks Rd
 Knoxville TN 37912

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.

INSURERS AFFORDING COVERAGE		NAIC #
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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL09000032 primary GL09X00032 excess follow form	06/01/2009	06/01/2010	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	X		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AL09000017	06/01/2009	06/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	AUC 9137945-03	06/01/2009	06/01/2010	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC09000051 WC09000094	06/01/2009 06/01/2009	06/01/2010 06/01/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 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

<u>FISCAL YEAR:</u>	<u>ACCT. #:</u>
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u>	

All contracts would require funding from general fund in the event of disaster. Services are on an "as needed basis".

Attachments

- Link: [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				
