

## REQUEST FOR PROPOSAL

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products and/or services for:

### **RFP 22-01 - Debris Removal Services**

(professional services for the removal of disaster generated debris from public lands, easements, and rights-of-way - private property may be included)

**RECEIPT:** Sealed proposals must be received no later than 2:00 p.m. on Monday, May 9, 2022, at the Village of Surfside Beach, City Secretary's Office, 1304 Monument Drive, Surfside Beach, Texas 77541.

### **NO LATE PROPOSALS WILL BE CONSIDERED**

**OPENING:** Proposals will be opened and names publicly read in the Council Chambers at Village of Surfside Beach, 1304 Monument Drive, Surfside Beach, Texas 77541 at 2:15 p.m.

**FORMS:** The Proposal can be found on the Village of Surfside Beach's website [www.surfsidetx.org](http://www.surfsidetx.org) Bidding Information; or by contacting Amanda Davenport, amanda@surfsidetx.org.

**SEALED PROPOSALS:** Shall be submitted including one (1) marked original along with one (1) electronic copy in PDF format (CD or flash drive), properly labeled and clearly marked in a sealed envelope with the RFP number and description.

**MARK ENVELOPE:** "RFP-22-01 RFP Debris Removal Services"

Proposals will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals shall be open for public inspection after contract award. Trade secrets and confidential or proprietary information, so noted in proposal, shall not be open for public inspection.

The Village of Surfside Beach hereby notifies all offerors that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

The City reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal or part thereof, which in the opinion of the City Council, is most advantageous to the City. In case of ambiguity or lack of clearness in stating the prices in the bid, the City reserves the right to consider the most advantageous bid thereof or to reject the bid.

**REQUEST FOR PROPOSALS FOR NON-EXCLUSIVE CONTRACT  
FOR DEBRIS REMOVAL SERVICES IN THE VILLAGE OF SURFSIDE BEACH  
RESULTING FROM FUTURE DISASTERS**

The Village of Surfside Beach, Texas, (the “City”) is seeking proposals for the removal of disaster related debris from public property and rights-of-way (ROW) generated by disaster events.

Contractor must meet the following general conditions:

- (1) be licensed to do business in the State of Texas;
- (2) be able to provide services to clean up, remove, haul and dispose of Debris as defined in the Services of Contractor set forth on Exhibit “A” attached hereto and incorporated herein by reference (the “Services”);
- (3) be willing and capable of performing the Services, including but not limited to, proper documentation preparation, management and event closure services;
- (4) be knowledgeable and have experience in providing of the Services as described herein, and to ensure that all Services qualify for reimbursement under the Federal Emergency Management Agency (FEMA) and the Texas Division of Emergency Management (TDEM), as hereinafter defined; and
- (5) have the resources necessary to meet the Contractual obligations of this Contract.

Contractor must further provide all information requested in this RFP.

**VILLAGE OF SURFSIDE BEACH**  
**GENERAL TERMS & CONDITIONS**

**1. RECEIPT AND OPENING OF PROPOSALS**

The Village of Surfside Beach, (hereinafter called the “Owner”), invites proposals on the form attached hereto. Sealed proposals shall be submitted **including one (1) marked original** along with one (1) electronic copy in PDF format (CD or flash drive) **clearly marked in a sealed envelope with RFP number and description. Forms supplied by the City in this package must be completed and included in all submittals.** Owner will receive proposals at the City Secretary’s Office, City Hall, Village of Surfside Beach, 1304 Monument Drive, Surfside Beach, Texas 77541. Proposals will be publicly opened at 2:15 p.m. after the closing hour of said date. Vendor name **only** will be read aloud so as to avoid disclosure of contents.

**Any proposal received after the time and date specified shall not be considered.**

The Owner may not consider any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof.

**2. TERM OF AGREEMENT**

The initial term of this contract shall be for a period of five (5) years from the date of award to December 31, 2027. The Village of Surfside Beach reserves the right, and the Contractor agrees; that the contract may be extended for up to one (1) additional five (5) year term. Should the Village of Surfside Beach wish to exercise this right, it shall so notify the Contractor. Notice of intent to renew this contract will be given to the Contractor in writing by the Project Administrator, sixty (60) days before the expiration date of the current contract. (This notice shall not be deemed to commit the Village of Surfside Beach to a contract renewal). In the event a contract is fully executed, the Contractor acknowledges and agrees that any service it provides to the Village of Surfside Beach after the termination date of the initial Contract, will be deemed to be gratuitously provided, and the Village of Surfside Beach shall have no obligation to pay for such services unless the Village of Surfside Beach approves an agreement, in writing, to do so in its sole discretion.

**3. PROPOSAL MODIFICATIONS**

Any offeror may modify their proposal by written communication at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to closing time. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed proposal is opened.

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-proposal documents to any bidder orally. Such communication must be in writing.

Every request for such interpretation should be in writing addressed to:

Amanda Davenport, City Secretary  
[amanda@surfsidetx.org](mailto:amanda@surfsidetx.org)

All requests shall be received at least five (5) days prior to the scheduled time for receipt of proposals. Any and all such interpretations and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be submitted to all prospective offerors not later than three (3) working days prior to the scheduled time for receipt of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve offeror from any obligation of submitted proposal. All addenda issued shall become part of the contract documents and must be acknowledged as received on submitted document.

**4. METHOD OF AWARD**

Evaluation will be based on the criteria stated in the RFP. The best proposal submitted by a responsible offeror will be negotiated with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal with deductible alternates applied in numerical order in which they are listed on the Form of Proposal, as produces a net amount, which is within the available funds.

The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve the interests of the Owner.

**5. FUNDING OUT CLAUSE**

In the event of a disaster, the City may elect to remove debris with City forces, to activate a contract resulting from this RFP or contract separately for debris removal. Funding sources will be identified when the contract is activated and will likely include FEMA, TDEM, and City funds.

The Owner warrants that funds are available to pay for this contract until the end of its current fiscal year and warrants funds will be requested to make payment in each appropriation period from now until the end of the last renewable option year. However, if funds are not made available after such request, then the Owner may terminate this agreement with thirty (30) days written notice.

**6. QUALIFICATIONS OF OFFEROR**

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

7. **CONDITIONS OF WORK**

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

8. **LAWS AND REGULATIONS**

The offeror's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. **SUBCONTRACTS**

The offeror is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

10. **SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the Contractor(s) shall:

- (1) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).
- (2) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

11. **CONFLICT OF INTEREST**

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has a business relationship (as defined by Section 176.001(1-a)) with the local government entity, shall file a completed conflict of interest questionnaire with the City Secretary within seven (7) business days after the latter of:

- (1) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or
- (2) the date the person becomes aware of facts that require the statement to be filed.

The Conflict of Interest Questionnaire (Form CIQ) is available from the Village of Surfside Beach or from the Texas Ethics Commission at [www.ethics.state.us](http://www.ethics.state.us). Completed conflict of interest forms may be mailed or delivered to the office of City Secretary, 216 West Sealy,

Alvin, Texas 77511. Please consult your own legal advisor if you have questions regarding the statute or this form.

**12. SUPPLEMENTAL INFORMATION**

- (a) All prices to be F.O.B., Destination, Village of Surfside Beach, TX 77511.
- (b) The Village of Surfside Beach is exempt from all taxes in the State of Texas, including sales tax. A tax-exempt form will be provided upon request.
- (c) Use of brand names in specifications is descriptive and not restrictive, and any product of equal quality will be considered.
- (d) All exceptions to the specifications and/or brand names must be so stated on the proposal.
- (e) It is requested that vendors electing not to offer a proposal, submit a “**NO RESPONSE**” in order to remain on the bidder’s list.

## SUPPLEMENTAL GENERAL CONDITIONS

1. **Services:** Contractor must review the Scope of Services attached hereto as Exhibit "A" and provide support for the fact that it has sufficient experience and expertise as is necessary to ensure that all charges incurred by the Owner with respect to Contractor's Services hereunder are eligible for reimbursement by FEMA and/or TDEM. Contractor agrees that it will not charge the Owner for any work or services that are not Eligible Services without prior approval by the Village of Surfside Beach City Council, reflected upon in its minutes.

The Contractor's representative and liaison to the Owner during the performance of this Contract shall be \_\_\_\_\_, whose telephone number is \_\_\_\_\_. The Owner reserves the right to require replacement of the representative of Contractor if, in the opinion of the Owner, problems or deficiencies with the representative are identified.

2. **Payment to Contractor:**

- (a) Contractor shall be paid for the Services rendered and accepted in accordance with the unit prices specified in the Rate Schedule attached hereto as Exhibit "B" for eligible debris. To receive payment under this Contract, Contractor shall submit an invoice to the Owner's Monitor for the debris hauled to each disposal site, which shall be calculated from load tickets that are issued by Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor for the Owner at the disposal facilities. All loads hauled shall be full and well compacted. When a load is delivered, the driver shall provide the Owner's Monitor with the load ticket. The Monitor at the disposal site will rate each load as a % of fully loaded capacity as predetermined through truck or trailer bed measurement by the Monitor.

- (b) Contractor shall furnish and pay the cost of all the necessary materials and shall furnish and pay for all the superintendents, labor, tools, equipment, transportation and perform all other work required for the removal of all disaster debris, as defined herein, in strict accordance with this Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.

- (c) Contractor acknowledges that the Owner will apply for FEMA and/or TDEM assistance. Therefore, Contractor represents that it will perform all Services hereunder in a manner, time and place so as to insure and be consistent with such reimbursement by those agencies to the Owner. Owner reserves the right to withhold amounts owed to Owner by Contractor from any payments due to Contractor from Owner.

- (d) All payments made to the Contractor shall be subject to a five (5%) percent retainage and will be retained for a minimum of ninety (90) days after completion of all contract work to insure against timely completion of the project and/or undiscovered damage to public or private property.

- (e) All invoices received from Contractor pursuant to this Contract will be reviewed and approved by Owner designated representative. Contractor acknowledges that all invoices properly submitted to the Owner will be paid within 120 days of said submission if invoice is for eligible debris removal, as identified by FEMA's guidelines, field staff and

validation team.

(f) Contractor shall not be paid to handle, process, or dispose of debris that is unrelated to disaster damage. Further, Contractor shall bill the Owner and be paid only for eligible debris that originates within the City.

(g) The Owner does not guarantee Contractor a specific amount of work under this Contract or a specific amount of compensation hereunder.

(h) Contractor shall not charge any resident, business or institution for work performed under this scope of work, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of work.

(i) Contractor shall clearly include the words “final invoice” on Contractor’s final billing to the Owner. This statement by Contractor shall constitute Contractor’s certification that all services have been properly and completely performed by Contractor and all charges and costs have been properly invoiced to the Owner and that all such charges are for Eligible Services. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed waived by Contractor.

**3. Inspection by Contractor:** Contractor represents that it has inspected the areas where Debris is to be collected and removed and is familiar with the City roadway system, roadway widths, and other factors that will affect the work to be performed and has not relied on any representation of conditions made by any officer, agent or employee of the Owner. Contractor understands that any information provided by the Owner is meant only to assist the Contractor and Contractor agrees to rely on its own knowledge and investigation and not any assistance provided by Owner. Contractor acknowledges that it is prepared for potentially adverse working conditions including, but not limited to, limited fuel supplies, limiting housing availability, limited food and water supplies, and wet and muddy conditions, and that these factors were considered in determining the costs originally agreed upon by the parties.

**4. Hours of Work:** Contractor recognizes that, at the time this Request for Proposals was prepared, the time period for reimbursement by FEMA for debris removal is limited. The Contractor shall operate during daylight hours coordinating with landfills, unless otherwise directed by the Owner’s designated representative. Removal of debris shall be restricted to between the hours from dawn to dusk. Contractor shall devote such time, attention and resources to the performance of Contractor’s services and obligations hereunder as shall be necessary to complete this project. Contractor shall notify Monitor by close of business each Thursday whether weekend work is anticipated. If a truck is loaded too late in the day to travel to the disposal site, a load ticket may be written for a full load only.



5. **Local Preference:** In choosing materials related to its services under this Contract, the Contractor shall give preference to materials grown, produced, prepared, made or manufactured in the State of Texas. Contractor will make every effort to utilize and employ local subcontractors, equipment rental, supplies and other locally available resources. For purposes of this project, local shall be defined to mean the jurisdictional boundaries of the Owner.

6. **Time of the Essence:**

(a) Contractor understands that the deadline for reimbursement by FEMA is limited, and that time is of the essence in the performance of this Contract.

(b) Contractor agrees to provide necessary performance bond, payment bond and insurance certificates and commence the performance of services under this Contract no later than seventy-two (72) hours after execution hereof.

(c) Contractor agrees to work diligently to complete this Contract by at the earliest possible date; however, in no event shall the time period for Completion of this contract exceed 90 days from Notice to Proceed for complete performance in every respect under this Contract, unless Owner initiates additions or deletions to the Contract by written change orders, in its sole discretion extends this period due to the progress of the debris removal, or the Contract is terminated as provided herein.

(d) Both parties pursuant to applicable federal, state and local law will equitably negotiate subsequent changes and completion time.

7. **Progress Milestones:** Contractor is capable of removal of the following quantities of debris within the following time frames:

(a) Within thirty (30) days 50% of total cubic yards will be picked up

(b) Within sixty (60) days 75% of total cubic yards will be picked up

(c) Within ninety (90) days 100% of all debris will be picked up and hauled off

8. **Liability and Indemnity:**

(a) Contractor agrees that he shall be responsible for all damages and all liability to both public and private property in the performance of its duties under the Contract, and shall report such damages to the Owner's designated representative as soon as possible.

(b) Contractor agrees to indemnify and save harmless the Owner, its officers, agents, monitors, representatives, employees and attorneys from and against any and all losses and claims, demands, payments, suits, actions and judgments of every kind, including, without limitation, attorneys fees and expenses for the total cost of review and defending same, that may be brought or recovered against them by reason of any action or omission of the

Contractor, its agents or employees (including those of any of his sub-contractors) in the performance of work under this Contract.

- 9. Liability Insurance:** The Contractor agrees to and shall procure and maintain during the duration of this Contract, Contractor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Contractor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Contract, whether such operations are by the Contractor or a subcontractor of the Contractor, and said insurance shall name as additional insured, waive and hold harmless the Owner and the Monitor. Contractor's failure to maintain the required insurance coverage at any time during the Contract period may be grounds for the City to suspend the Contract and for the city to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States. Certificates of Insurance shall be filed with the Owner and shall list the Owner and Monitor as additional insured. Include waiver of subrogation in the favor of the Village of Surfside Beach. All liability insurance must contain contractual action over claims cause; Insurance shall be written with limits of liability of not less than the following:

  - (a) \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$4,000,000.
  - (b) \$1,000,000 primary limit for all property damage, with umbrella coverage of \$4,000,000.
- 10. Workers Compensation Insurance:** Contractor shall provide Workers Compensation Insurance and maintain at its expense during the term of this Contract, in accordance with workers compensation laws of the state, including occupational disease provisions, for all of the Contractor's employees, and in case any work is sublet, Contractor shall require any such subcontractor similarly to provide Workers Compensation Insurance, including occupational disease provisions, for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. In case employees engaged in hazardous work under this contract are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Any uninsured subcontractors are hereby deemed to be covered by the Contractor's workers compensation coverage.
- 11. Performance Bonds:** Prior to beginning work, Contractor agrees to provide the Owner with performance bond payable to, in favor of, or for the protection of the Owner for the work to be performed under this Contract in an amount not less than the estimated contract amount, unconditioned for the full and faithful performance of this Contract. All insurance

or bonds required under the terms of this Contract and General Conditions shall be issued by a company licensed to do business in the State of Texas.

12. **Payment Bond:** Prior to beginning work, Contractor agrees to provide the Owner with a payment bond conditioned for the prompt payment of all persons supplying labor or material in the performance of the work in an amount not less than the estimated contract amount.
13. **Subcontractor:** All information required of submitting Contractor is also required from any proposed subcontractor or firm which Contractor expects to utilize. Contractor acknowledges that it is completely responsible for the actions or inactions of its subcontractors. Contractor shall be responsible for the compliance of all subcontracting parties with the terms of this Contract and with any applicable local, State or federal laws or regulations. Contractor shall not employ any subcontractors who are on any FEMA listing of debarred contractors. Contractor shall be solely responsible for timely paying its subcontractors. The Owner reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, Contractor shall promptly replace such subcontractor, subject to the Owner's approval of the new subcontractor.
14. **Independent Contractor:** At all times and under all conditions, Contractor shall continue to be an independent Contractor and shall not represent itself in any way as an agent of the Owner. As independent contractors, Contractor and all sub-contractors are not entitled to any City employment benefits.
15. **Federal Modifications:** This Contract and all attachments hereto are subject to modifications as FEMA and TDEM may require.
16. **Termination:** Contractor may terminate this Contract upon sixty (60) days written notice to the Owner, provided, however, that during such sixty (60) days (or until earlier release by the Owner), Contractor shall continue to diligently perform all of its duties hereunder. The Owner may cancel this Contract at any time for any reason, with or without cause, upon written notice to the Contractor. If this Contract is terminated by the Owner with written notice to Contractor, the Contractor shall be paid for the eligible work performed to the time of termination. The termination of this Contract by the Owner for inadequate performance shall not relieve Contractor of any obligations and liabilities that have accrued at the time of such termination. If this Contract is so terminated, the Owner shall be liable only for goods or services then delivered by Contractor and accepted by the Owner. Such termination shall be effective as of the date and time designated by the Owner.

This Contract shall be deemed to have been completed in accordance with its terms when the Owner notifies Contractor that all Debris has been removed to the satisfaction of the Owner.

- 17. Personnel:** Contractor represents and warrants to the Owner that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the Owner or to have any contractual relationship with the Owner. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. Any changes or substitutions in Contractor's key personnel must be approved in advance by the Owner. Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable. Provide in the Contractor's Technical Proposal, the number of personnel that will be secured to provide the services described herein broken into categories of job titles.
- 18. Safety:**
- (a) Contractor understands and acknowledges that it will be working in congested areas. Contractor shall employ flag men and other necessary measures to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract. Contractor will provide necessary traffic control measures. Traffic control shall comply with Manual on Uniform Traffic Control Devices (MUTCD).
- (b) Contractor shall be responsible for the conduct and actions of all of its employees and subcontractors. Contractor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of the Owner.
- (c) Contractor shall employ and utilize sufficient manpower and equipment to assure that work zone safety is in keeping with all requirements established by the Federal Highway Administration's Manual for Work Zone Safety. The Owner reserves the right to curtail work efforts until unsafe practices are corrected. Contractor shall present to the Owner, within 48 hours of the execution of this Contract, a copy of emergency procedures designed to facilitate prompt notification of emergency response personnel in the event of accidents or injuries to employees or other persons associated with or in proximity to work zones. It shall be the responsibility of Contractor to make assurances that any and all equipment and/or vehicles used in connection with the work hereunder meet applicable federal, State, and local laws and regulations regarding the use of such vehicles and equipment on public roadways.
- 19. Federal and State Taxation:** Contractor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to work performed under or contemplated by this Contract and all other applicable taxes.
- 20. Successors and Assigns:** This Contract shall be binding upon the parties and their respective successors and assigns; provided, however, that this Contract may not be assigned by Contractor without the prior written consent of the Owner, which consent may be withheld at the sole and absolute discretion of the Owner. No provision hereof shall be deemed to create any personal liability on the part of any officer, agent, or Monitor for the

Owner, nor shall this Contract be deemed to create any rights or benefits to any person other than the Owner or Contractor.

21. **Progress Reports:** Contractor shall provide progress reports to the Owner on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.
22. **Default:** Either party shall be in default hereunder upon the failure to perform any material provision hereof. In the event of a default by the Owner, Contractor shall be entitled to exercise any and all rights and remedies available under the laws of the State. In the event of a default by Contractor, the Owner shall be entitled to exercise any or all of the following remedies, alone or in conjunction with others: (a) the termination of this Contract; (b) the withholding of the retainage specified herein to be applied to damages incurred by reason of such default; and (c) the exercise of all other rights and remedies available under the laws of the State of Texas.
23. **Credit:** Contractor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Contractor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.
24. **Performance:** Contractor shall perform its obligations hereunder in a manner so as not to interfere with the normal operations of the Owner, Such performance by Contractor shall be in compliance with all applicable local, State and federal laws and regulations.
25. **Disclosure and Ownership of Documents:** Contractor shall deliver to the Owner or its designated representative for approval and acceptance, prior to the Owner's final payment hereunder, all documents and material prepared and/or utilized by Contractor in connection with this Contract. All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the Owner, or at its expense, will be kept confidential by Contractor and will not be disclosed by Contractor to any other person or entity, either directly or indirectly, without the Owner's prior written consent, unless otherwise required by lawful court order, after a hearing at which the Owner is represented. All drawings, maps, sketches, programs, data bases, reports and other data developed, produced, created or purchased under or pursuant to this Contract for or at the Owner's expense shall be and remain the Owner's sole property and may be reproduced at the discretion of the Owner. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made relating to disclosure or ownership of documents and information, shall survive the execution, delivery, and termination of this Contract.
26. **Access and Audits:** Contractor shall maintain adequate records to justify all charges, expenses and costs incurred in performing the Services for a period of at least three (3) years following completion of this Contract. The Owner and Monitor shall have full and complete access to all records, documents, and information collected and/or maintained by Contractor in the course of the administration and performance of this Contract. This information shall be made accessible at Contractor's local place of business in the City, for purposes of inspection, reproduction and audit without restriction. If records are

unavailable in the City, it shall be Contractor's responsibility to ensure that all required records are provided to the Owner at Contractor's expense.

27. **Nondiscrimination:** Contractor represents and warrants that all of its employees are and shall be treated equally during employment by Contractor without regard to race, color, religion, physical handicap, sex, age or national origin.
28. **Entire Agreement:** This Contract constitutes the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted from, modified, superseded or otherwise changed, except by written instrument executed by the parties hereto.
29. **Severability:** If any term or provision of this Contract shall be held to be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
30. **Modifications of Work:** The Owner reserves the right to make changes in the Services, including alterations, reductions or additions thereto. Upon receipt by Contractor of the Owner's notification of a contemplated change, Contractor shall (a) if requested by the Owner, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the Owner of any estimated change in the completion date, and (3) advise the Owner in writing if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this Contract. If the Owner instructs in writing, Contractor shall suspend work on that portion of the services affected by a contemplated change, pending the Owner's decision to proceed with the change. If the Owner elects to make the change, the Owner shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties
31. **Non-Exclusive Contract:** This Contract shall be non-exclusive and the Owner may procure the services contemplated hereby from other sources at the Owner's discretion.
32. **DISPUTE RESOLUTION, METHODS AND PROCEDURES:** The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and Judge of the acceptability of the Work thereunder, Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work in respect of changes in the Contract Price or Contract Times will be referred initially to the ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute, or other matter will be delivered by the claimant to the other party of the Agreement promptly (but in no event later than thirty [30] days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to the ENGINEER and the other party within forty-five (45) days after start of such occurrence or event unless the ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to the Director of Public Services and the claimant within thirty (30) days after receipt of the claimant's last

submittal (unless the ENGINEER allows additional time). The ENGINEER will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The ENGINEER'S rendering of a formal decision shall be a condition precedent to further dispute resolution actions.

The General process for dispute resolution shall be:

- The Public Services Director with legal consultation renders a decision
- Senior representatives meet to resolve further dispute
- Mediation

**CONFERENCE BETWEEN SENIOR REPRESENTATIVES:**

Subsequent to the decision by the ENGINEER, the disputing party shall give the other party written notice of appeal of the dispute including the ENGINEER. Within ten (10) days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive officers who will represent that party. The executive officers shall meet at a mutually acceptable time and place within twenty (20) days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

**MEDIATION:**

If the controversy or claim has not been resolved within thirty (30) days of the meeting of the Senior Representatives, the parties agree to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation currently in effect. The request may be made concurrently with the filing of a demand for litigation, but, in such event, mediation shall proceed in advance of litigation, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties. Request for mediation shall be filed in writing with the other party to the Contract and with the American Mediation Association. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

For any controversy or claim to mediation under the terms of this contract in which no party's total disclosed claim or counter-claim exceeds \$75,000, exclusive of interest, the parties shall participate in mediation under the Fast Track Procedures as set forth in the Construction Industry Mediation Rules of the American Arbitration Association.

Where no party's claim exceeds \$10,000, exclusive of interest, and in other cases where the parties agree, the dispute shall be resolved by submission of documents, as provided for in Rule F-9 of the Fast-Track Procedures of the Construction Industry Mediations Rules of the American Arbitration Association.

**LIMITATION ON CONSOLIDATION OR JOINDER:**

No mediation arising out of or relating to the Contract shall include, by consolidation or joinder or any other manner, the ENGINEER, the ENGINEER'S employees or consultants, except by written consent containing specific reference to the Agreement and signed by the

ENGINEER, OWNER, CONTRACTOR or any other person or entity sought to be joined. No mediation shall include, by consolidation or joinder or any other manner, parties other than the OWNER, CONTRACTOR and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in mediation. No person or entity other than the OWNER, CONTRACTOR shall be included as an original third party or additional third party to a mediation whose interest or responsibility is insubstantial. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of a Claim not described therein or with a person or entity not described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**CLAIMS AND TIMELY ASSERTION OF CLAIMS:**

The party filing a notice to demand for mediation must assert in the demand all Claims then known to that party on which mediation is permitted to be demanded.

**JUDGMENT ON FINAL AWARD:**

The award rendered by the mediator or mediators and agreed to by the parties of the Agreement shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**NON-JURY TRIAL:**

Any claims disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth above shall be resolved through litigation. The parties stipulate that venue for any such proceedings shall be in the district courts Harris County, Texas. In the event the parties are forced to litigate their disputes, owner and contractor agree to each waive their right to a trial by jury and further agree that the judge shall be the sole finder of fact and rule on the law of the case, without a jury.

This Contract shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of laws.

- 33. Laws and Regulations:** All applicable Federal and State laws, Municipal and County ordinances, and the rules and regulations of FEMA, TDEM and all other authorized agencies and entities having jurisdiction over any part of this Contract shall apply to this Contract, and this Contract shall be interpreted in a manner consistent with all such laws, ordinances, rules and regulations.
- 34. Monitoring of Contract for Debris Removal:** The Owner shall provide, and Contractor shall allow, monitoring and inspections as necessary to determine contract performance, which may include, but is not limited to, on-site inspections, metering of operations, and inspections of operating records during Contractor's operating hours. Contractor will notify Monitor each day of the number of work crews and disposal sites that will need assigned monitors, twenty-four (24) hours before crews arrive, to facilitate the proper staffing for certification of truck volumes and issuance of load tickets. Owner may increase or decrease the number of monitors provided to the Contractor to meet the needs of the debris removal effort.



The contractor shall construct an inspection tower at each Debris Management Site (DMS) and disposal site specifically for this project, as described below or approved equivalent. The tower shall be of sound construction and of scaffolding. The floor elevation of the tower shall be 10 foot above the existing ground elevation. The floor area shall be a minimum of 8' by 8' and the perimeter of the floor area shall be protected by a 4 foot high walls. The floor area shall be covered with a roof with a minimum of 6'-6" of headroom below the support beams. Steps shall provide access with a handrail. The inspection tower shall comply with standard OSHA requirements and local codes. The tower is for the purpose of a monitor to view and grade loads. FEMA, TDEM, and the Owner may occupy the tower at their discretion for QA/QC purposes. Others may use the inspector tower to view loads under special circumstances.

35. **Environmental Concerns:** Any environmental samples, analyses, or remediation actions required as a result of Contractor's equipment, operations, or activities shall be the full responsibility of the Contractor.
36. **Contract Language:** Use of the masculine includes feminine and neuter, singular includes plural, and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope or intent of this Contract.
37. **Incorporation of Contract Documents:** The Contract between Owner and Contractor shall consist of this document and all exhibits referenced herein, the Request for Proposal and the Contractors' Response to the Request for Proposal. If the documents are in conflict, the order of precedence shall be as follows: Non-Exclusive Contract for Clean-Up of Debris Generated by Future Disasters with Exhibits, Request for Proposals for Non-Exclusive Contract with Exhibits, then the Contractor's Response to the Request for Proposals.
38. **Award of Contract:** The Owner reserves the right to award contracts to multiple companies. The Owner reserves the right to delete from the Scope individual proposal items from the Contract at any time following the award of the Contract to the successful proposer, while requiring the Contractor to continue to remove other awarded proposal items. The Owner reserves the right to award portions of work to separate contractors. One Contractor may be awarded any one (or more) individual proposal items within the Scope.

This is a request for proposals and not an offer. The Owner reserves the right to reject all proposals. The Owner further reiterates that this is a non-exclusive contract and that it may award the total project to multiple contractors by task, by region or zone, or by any other divisions the Owner may determine are in its best interest.

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## **EXHIBIT "A"**

### **Scope of Services**

The primary purpose of this scope of work is to maintain the public health, safety, and well being of the City during the response to an emergency situation, as well as to restore the public areas of the City to a normal condition. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible. Debris removal from private property may be added to this contract.

The work to be performed under this Contract shall consist of collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process or dispose of debris that is unrelated to disaster damage. Direction by the Owner in this proposal shall also mean direction by the Monitor.

Trees, limbs and debris (including fallen trees) which are located partially on or above public property or right-of-way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, and loading departure time.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. Contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by an Owner representative at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction sites.

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

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) within the Village of Surfside Beach, as designated by the City. This includes fallen tree and limb debris that is located on public property and ROW as well as hazardous limbs and trees removed by the Contractor under pay items 10 and 11 below and placed on public property or ROW. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

The Contractor shall remove, haul, and dispose all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed at the debris removal cost per cubic yard. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. The Contractor shall place compatible fill dirt in ruts created by contractor's equipment

and holes created by removal of hazardous stumps. The Contractor shall back-fill each stump hole flush with the surrounding ground with compatible material. The costs of all fill material and placement shall be absorbed costs and will not be eligible for separate payment.

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

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

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

The Contractor shall manage one or more DMS sites designated by the Owner and shall reduce eligible vegetative debris by air curtain burning. All debris burning must utilize an air curtain incinerator designed and operated to minimize release of pollutants. This may include vegetative debris delivered to the DMS by the Contractor, by the Owner, or by others. Site management, debris reduction, and site closure shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the TCEQ prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the Owner. Payment under this pay item shall be based on a per cubic yard quantity.

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

Contractor shall load and haul reduced (by grinding) vegetative debris to a final disposal site as directed by the Owner. The designated disposal site will be either the \_\_\_\_\_ Landfill or the \_\_\_\_\_ Landfill. The \_\_\_\_\_ Landfill is located at \_\_\_\_\_, Texas, \_\_\_\_\_, \_\_\_\_\_, and is owned by \_\_\_\_\_ of Texas.

The \_\_\_\_\_ Landfill is located at \_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_, and is owned by \_\_\_\_\_, Inc.

The Contractor may be required to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

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

Contractor shall load and haul reduced (by burning) vegetative debris to a final disposal site as directed by the Owner. The designated disposal site will be either the \_\_\_\_\_ Landfill or the \_\_\_\_\_ Landfill, as described above. The Contractor may be required

to remove and haul reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill as directed by the Owner or Monitor. This pay item does not include tipping or disposal fees. The Contractor shall provide an inspection tower in accordance with the Supplemental General Conditions. Payment under this pay item shall be based on a per cubic yard quantity.

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

Contractor shall dispose reduced (by grinding) vegetative debris at a final disposal site as directed by the Owner. The designated disposal site will be either the \_\_\_\_\_ Landfill or the \_\_\_\_\_ Landfill, as described above. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor, the Owner, or others, as directed by the Owner or Monitor. Disposal shall comply with all federal, state, and local laws and regulations. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity.

**7. Disposal of Vegetative Debris Reduced by Burning:**

Contractor shall dispose reduced (by burning) vegetative debris at a final disposal site as directed by the Owner. The designated disposal site will be either the \_\_\_\_\_ Landfill or the \_\_\_\_\_ Landfill, as described above. The Contractor may be required to dispose eligible reduced debris delivered to the landfill by the Contractor, the Owner, or others, as directed by the Owner or Monitor. Disposal shall comply with all federal, state, and local laws and regulations. This pay item does not include loading or hauling. Payment under this pay item shall be based on a per cubic yard quantity.

**8. Removal and Hauling of C&D Debris:**

As identified by and directed by the Owner or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Contractor shall deliver C&D Debris to a final disposal site approved by the TCEQ, as directed by the OWNER. This will be either the \_\_\_\_\_ Landfill or \_\_\_\_\_ Landfill as described above. The Contractor may at his option, store C&D Debris at a temporary Debris Management Site (DMS) designated by the City in order to improve turn around time and avoid landfill congestion. No separate payment will be made for storage, management or re-hauling of C&D Debris.

Additionally, the Contractor may be required to pick up and remove C&D Debris located at DMS sites operated by others, as directed by the Owner or Monitor, for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

**9. Disposal of C&D Debris:**

As directed by the Owner or Monitor, the Contractor shall accomplish the disposal of all eligible C&D Debris delivered to the landfill by the CONTRACTOR, the OWNER, or others. Contractor shall disposal C&D Debris at the final disposal site approved by the TCEQ and as directed by the OWNER. This will be either the \_\_\_\_\_ Landfill or \_\_\_\_\_ Landfill as described above. The Contractor shall pay all tipping and disposal fees. The Contractor may be required to pick up and remove disaster related C&D Debris transported from DMS sites as

directed by the Owner or Monitor for payment under this pay item. Payment under this pay item shall be based on a per cubic yard quantity.

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

The Contractor shall remove hazardous hanging limbs (hangers) over 2” in diameter from trees over 6” in diameter (measured 24” above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Trees with hazardous limbs must be identified by the Owner or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be handled separately under pay item 1 above.

**11. Removal of Hazardous Leaning Trees:**

The Contractor shall remove hazardous leaning trees (leaners) over 6” in diameter (measured 24” above ground) from public property and ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than fifty (50%) percent of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The Owner or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Bid Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled separately under pay item 1 above.

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

**12. Asbestos Containing Material (ACM):**

In addition to debris removal from public property and ROW, Contractor shall be fully responsible for demolition, debris removal, transportation, and disposal of ACM debris. The Contractor shall comply with TCEQ and EPA requirements for ACM loading, hauling, and disposal requirements at a location approved by TCEQ and the City.

The Contractor will deliver the ACM material to a NESHAP approved landfill for the disposal of ACM. The \_\_\_\_\_ Landfill is currently accepting ACM. All disposal costs will be the responsibility of the Contractor. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event

of an encounter with asbestos in the debris being removed under this Contract. Payment under this item will be per cubic yard.

**13. White Goods:**

The Contractor shall remove, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon shall not be released during the removal, hauling, or recycling. Payment under this item will be per each.

**14. Electronics Waste:**

The Contractor shall removal, haul, and recycle (or dispose if necessary) electronics waste (e-waste) from public property and ROW. Payment under this item will be per cubic yard.

**15. Portland Cement Concrete:**

The Contractor shall load, haul, and dispose of Portland Cement Concrete material separated by the property owner and placed on public property and ROW, as declared eligible by FEMA. Payment under this item will be per cubic yard.

**16. Household Hazardous Waste:**

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, appliances, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C/D debris and load and transport the HHW to a collection site identified by the Owner. The HHW will be segregated in the field and hauled in concentrated loads. Payment under this item will be per cubic yard.

**17. Lawnmowers and Equipment with Small Engines:**

The Contractor shall removal, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Payment under this item will be per each.

**18. Abandoned Tires:**

The Contractor shall removal and transport abandoned tires from public property and ROW. The Contractor will segregate these items from vegetative and C/D debris and load and transport the tires to a collection site within the Village of Surfside Beach, as identified by the City. The tires will be segregated in the field and hauled in concentrated loads. Payment under this item will be per cubic yard.

**19. Priority of Work Areas:**

The Owner will establish the priority of and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If multiple contracts are awarded, each Contractor will be assigned a geographic area or type of debris. The Owner may choose to reassign

areas at any time for any reason. The Contractor shall remove all Debris and leave the site from which the Eligible Debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, etc., generally one-half cubic foot or less that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the Owner or its agent. **Contractor will not be allowed to “cherry pick” debris.**

#### **20. Debris Ownership and Hauling Responsibilities:**

Once the Contractor collects debris, it is the property of the Contractor and the Contractor is solely responsible for all aspects related to the debris, including, but not limited to, the hauling and disposal of the debris. Notwithstanding the above, the Contractor will be responsible for all documentation related to the collection and disposing of the debris for FEMA and TDEM reimbursement purposes.

#### **21. Debris Disposal:**

(a) The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations will be at TCEQ approved facilities with prior notification to the Owner and their consent on the proposed disposal site. Information regarding the location of final disposal shall be attached to this Contract in the form of an Addendum to this Contract. The Contractor and the Monitor representative assigned to the disposal process shall maintain disposal records and documentation. All temporary disposal and reduction sites shall comply with all local, State, and Federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the Village of Surfside Beach.

(b) If Contractor hauls debris to a temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per TCEQ criteria. Acceptance of proper closure by TCEQ must be documented by the Contractor prior to final payment under this contract.

(c) Contractor acknowledges, represents and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, TDEM or any other Federal, State or local agencies or authorities.

(d) Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.

(e) Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured and transported without threat of harm to the general public, private property and public infrastructure.

(f) The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.



## **22. Contractor Equipment:**

(a) All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all USDOT, TxDOT and safety regulations, and are subject to the approval of the Owner. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pickup any oil spilled from loading or hauling vehicles.

(b) The Contractor shall supply vinyl type placards identifying the Village of Surfside Beach, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.

(c) The Contractor shall furnish a complete and updated list identifying truck and trailers that will be used in the transport of Debris from the Temporary Debris Management Site (DMS) sites to the permanent disposal sites. The listing shall include the following information;

- (1) Truck and/or trailer license number.
- (2) Year, make and color of each truck and/or trailer.
- (3) Cubic yardage capacity of each trailer as measured and recorded by the Monitor

(d) Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the Owner shall not be paid for Debris being transported.

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

## **23. Property Damage:**

The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every twenty-five (25) work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the Owner, the Owner has the option of having the damage repaired at the Contractor's expense to be reimbursed to the Owner or withheld from the Contractor's future payments.

**EXHIBIT “B”**

**CONTRACTOR’S PRICE PROPOSAL**

Date\_\_\_\_\_

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

Ladies and Gentlemen:

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

**VILLAGE OF SURFSIDE BEACH  
DEBRIS REMOVAL SERVICES**

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

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

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

Contractor acknowledges receipt of the following addenda:

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

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

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE (Written)	UNIT PRICE (Numeric)	PRICE EXTENSION (Numeric)
1.0	<b>REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DMS WITHIN THE VILLAGE OF SURFSIDE BEACH</b> , including limbs and trees placed on ROW under pay items 10 and 11 below. Validated loads picked up at the designated work zone or right-of-way (right-of-entry/public nuisance property if approved by FEMA) and hauled to a DMS provided by the Owner.	250,000 CY	_____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.
2.0	<b>SITE MANAGEMENT AND GRINDING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER</b> , including site closure to the written satisfaction of the TCEQ. Grinding of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	250,000 CY	_____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.
3.0	<b>SITE MANAGEMENT AND AIR CURTAIN BURNING OF ELIGIBLE VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE OWNER</b> , including site closure to the written satisfaction of the TCEQ. Burning of eligible disaster related debris delivered to the DMS by the Contractor, Owner, or others.	250,000 CY	_____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.

4.0	<b>HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER</b> , either the _____ Landfill or the _____ Landfill. Hauling of eligible debris which has been reduced by the Contractor, Owner, or others, with Owner paying all tipping fees directly.	60,000 CY	_____ _____ _____ _____ _____ _____	\$____.____	\$_____.____
5.0	<b>HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER</b> , either the _____ Landfill or the _____ Landfill. Hauling of eligible debris which has been reduced by the Contractor, Owner, or others, with Owner paying all tipping fees directly.	25,000 CY	_____ _____ _____ _____ _____ _____	\$____.____	\$_____.____
6.0	<b>DISPOSAL OF REDUCED (BY GRINDING) ELIGIBLE VEGETATIVE DEBRIS AT A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER</b> , either the _____ Landfill or the _____ Landfill. Disposal of reduced vegetative debris which has been delivered by the Contractor, Owner, or others, with Contractor paying all tipping fees directly.	60,000 CY	_____ _____ _____ _____ _____ _____	\$____.____	\$_____.____

7.0	<b>DISPOSAL OF REDUCED (BY BURNING) ELIGIBLE VEGETATIVE DEBRIS AT A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER,</b> either the _____ Landfill or the _____ Landfill. Disposal of reduced vegetative debris which has been delivered by the Contractor, Owner, or others, with Contractor paying all tipping fees directly.	25,000 CY	_____ _____ _____ _____ _____ _____ _____	\$_____.	\$_____.
8.0	<b>REMOVAL OF ELIGIBLE C&amp;D DEBRIS AND HAULING TO A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER,</b> either the _____ Landfill or the _____ Landfill. Validated loads picked up at the designated work zone or right of way (and right of entry/public nuisance property if approved by FEMA) and hauled to a TCEQ approved landfill, with Owner paying all tipping fees directly.	200,000 CY	_____ _____ _____ _____ _____ _____ _____	\$_____.	\$_____.
9.0	<b>DISPOSAL OF C&amp;D DEBRIS AT A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER,</b> either the _____ Landfill or the _____ Landfill. Disposal of eligible C&D debris which has been delivered to the landfill by the Contractor, Owner, or others, with Contractor paying all tipping fees directly.	200,000 CY	_____ _____ _____ _____ _____ _____ _____	\$_____.	\$_____.

10.0	<p><b>REMOVAL OF HAZARDOUS LIMBS.</b>  The Contractor shall remove hazardous hanging limbs over 2” in diameter from trees over 6” in diameter and place them on public property or ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Payment for hauling, reduction, and/or disposal shall be included in pay item 1 above.</p>	5,000 TREES	_____ _____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.____
11.1	<p><b>REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES.</b>  The Contractor shall remove hazardous trees over 6” and up to 12” in diameter (24” above ground) and place them on public property or ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Payment for hauling, reduction, and/or disposal shall be included in pay item 1 above.</p>	250 TREES	_____ _____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.____
11.2	<p><b>REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES.</b>  The Contractor shall remove hazardous trees over 12” and up to 24” in diameter (24” above ground) and place them on public property or ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Payment for hauling, reduction, and/or disposal shall be included in pay item 1 above.</p>	100 TREES	_____ _____ _____ _____ _____ _____ _____ _____	\$ _____.____	\$ _____.____

11.3	<p><b>REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES.</b></p> <p>The Contractor shall remove hazardous trees over 24” and up to 36” in diameter (24” above ground) and place them on public property or ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Payment for hauling, reduction, and/or disposal shall be included in pay item 1 above.</p>	50 TREES	_____	\$_____.	\$_____.
11.4	<p><b>REMOVAL OF HAZARDOUS TREES OVER 36 INCHES.</b></p> <p>The Contractor shall remove hazardous trees over 36” in diameter (24” above ground) and place them on public property or ROW, as identified by the Owner or Monitor as eligible for FEMA reimbursement. Payment for hauling, reduction, and/or disposal shall be included in pay item 1 above.</p>	10 TREES	_____	\$_____.	\$_____.
12.0	<p><b>REMOVAL, HAULING, AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM).</b> The Contractor shall remove, haul, and dispose ACM resulting from demolition of structures at a facility approved by TCEQ to accept such items.</p>	10,000 CY	_____	\$_____.	\$_____.

13.0	<b>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS.</b> The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws. The Contractor will handle the units in a manner that will prevent them from discharging remaining refrigerants (Freon) into the atmosphere.	1,000 EA	_____	\$_____.	\$_____.
14.0	<b>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE.</b> The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved by TCEQ to accept such items.	2,000 CY	_____	\$_____.	\$_____.
15.0	<b>REMOVAL, HAULING, AND DISPOSAL OF CONCRETE.</b> The Contractor shall load, haul, and dispose of Cement or Concrete material separated by the property owner, as declared eligible by FEMA.	10,000 CY	_____	\$_____.	\$_____.
16.0	<b>REMOVAL, HAULING, AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTES (HHW).</b> The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the Owner.	1,000 CY	_____	\$_____.	\$_____.



17.0	<b>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES.</b> The Contractor shall load, haul, and dispose of eligible lawnmowers and equipment with small engines.	500 Each	_____	\$ ____.	\$ _____.
18.0	<b>REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES.</b> The Contractor shall segregate, load, and haul eligible abandoned tires to a collection site in the Village of Surfside Beach, as designated by the City.	1,000 Each	_____	\$ ____.	\$ _____.
<b>SIGNATURE</b> _____ <b>BY</b> _____ <b>TITLE</b> _____ <b>DATE</b> _____			<b>TOTAL BID</b> \$ _____		

## **INTERPRETATION OF ESTIMATED QUANTITIES**

The estimated quantities listed above are based on a hypothetical disaster which could strike the Village of Surfside Beach, Texas. These quantities do not reflect the actual quantities of debris that will be moved as part of this Contract. The Contractor acknowledges that no representation or guaranty is made by the Owner or its agents as to the actual amount of each type of debris to be moved, or the total amount of debris to be moved. The estimated quantities given above will be used for the sole purpose of assisting the Owner in its evaluation of the proposals for potential award of a Contract.

### **ADDITIONAL SERVICES PROVIDED AT NO COST:**

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

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

**No amount of work is guaranteed under this contract.** Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of

debris and established units other material is removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed.

All payments made to the Contractor shall be subject to a five (5%) percent retainage and will be retained for a minimum of ninety (90) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the Owner reserves the right to reject any or all proposals.

Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

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

All items proposed and installed under this procurement must be new and unused and in undamaged condition.

The Village of Surfside Beach is tax exempt and no taxes shall be included in the pricing.

Respondent understands that the Owner reserves the right to reject any or all offers and to waive any informality in the proposal.

The offeror agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals.

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

Respectfully submitted:

\_\_\_\_\_  
Business

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Office Phone

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

(Seal - if proposal is by corporation)

# PROPOSAL REQUIREMENTS & RESPONSE FORMAT

Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral:

## TAB ITEM

1. Provide a cover letter indicating the underlying philosophy of the firm in providing the service. Proposers shall also provide a comprehensive organizational chart. The cover letter and organizational chart shall be limited to one (1) page each.
2. Proposer must demonstrate experience in all aspects of debris management, including recovery, hauling, staging/reduction, disposal, contract management, accounting, and documentations. Include a company profile including the firm name, business address, telephone number, and year established. Describe in detail how services will be provided, including each payment item in the RFP. Include mobilization response time. Proposer shall include a statement that he will meet all program standards as provided for in the Public Works Annex to the Emergency Management Plan. Demonstrate that Proposer is well versed in all aspects of FEMA documentation and project management. Provide a subcontracting plan to include the identity and address of potential local subcontractors.
3. Each Proposer shall submit a written statement describing the experience, organizational structure and “chain of command” of the Proposer’s and subcontractor’s response team and the project management methods that are most appropriate to perform the contract services. The statement must include: historical methods for communicating with team members and local emergency management staff, team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and other appropriate management considerations. The Proposer shall also discuss its staffing and their experience and ability to supervise multiple debris removal crews, and subcontractors. This discussion shall also include the Proposer’s historical project management methods that insure quality control of the work being performed by the Proposer’s teams, crews and subcontractors.

Proposer shall provide:

- (a) Education, background and experience of Senior Management;
- (b) Professional recognition of Proposer and/or its senior management team;
- (c) The ability of Proposer to reduce and/or prevent the instances of fraud, waste and abuse.

Any reservists, consultants or part-time employees, or sub-contractor employees must be identified as such.

4. Financial Capabilities: Each Proposer shall submit its annual audited financial statements for the past three (3) fiscal years certified by a Certified Public Accountant. The Certified Financial Statements shall include a detailed list of assets, particularly that equipment which is owned or leased by Proposer. Public companies listed on the New York or NASDAQ Stock Exchanges are only required to provide a copy of their latest Annual Report. If the Proposer has been in business for a period of less than three (3) years, the Proposer should submit Certified Financial Statements for the period the Proposer has been

in business plus a detailed business plan in addition to any pertinent information that would allow the evaluation of the sufficiency of financial resources and the ability of the Proposer to successfully perform and finance the services enumerated in the RFP. In lieu of financial statements, Proposer may provide other evidence of its financial capability to mobilize, manage, sustain and finance a multi-million dollar volume of work for a minimum of forty-five (45) days without interference or a slow-down in the work. Proposer must demonstrate bondability with a minimum bonding capacity of \$10 million.

5. References: Include a reference list of at least Five (5) clients to whom the Proposer has provided similar services as prime contractor within the past five years. Two of these projects must involve removal of at least 500,000 cubic yards of debris.

Name of Client: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_

Brief Description of Service(s): \_\_\_\_\_

Cubic Yards Recovered: \_\_\_\_\_

Cubic Yards Reduced: \_\_\_\_\_

Contract Value: \_\_\_\_\_

6. Environmental Plan: Proposers must provide an Environmental Plan to demonstrate compliance with applicable environmental regulations in the debris removal and reduction process. Proposers shall delineate memberships in professional organizations and possession, knowledge and proposed compliance with DEQ regulations and Certifications, EPA Regulations.
7. The person who shall serve as authorized negotiator for Proposer should Proposer to be selected to negotiate with Owner.
8. Whether Proposer or any employee thereof anticipated being assigned to provide debris removal services has been a defendant in any proceeding involving or arising out of debris removal services within the past five years.
9. Whether or not Proposer has had a contract related to debris removal canceled within the past seven years. If so, state the name and address of the other contracting party and reason.
10. All Proposers must certify that Proposer, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or Texas law.
11. Current Obligations of Proposer, including time schedule and available staff. Proposer shall
12. Provide the quantities of debris to be removed within the following time frames:

- (a) Within thirty (30) days 50% of total cubic yards will be picked up
- (b) Within sixty (60) days 75% of total cubic yards will be picked up
- (c) Within ninety (90) days 100% of all debris will be picked up and hauled off

# EVALUATION & CONTRACT AWARD

## EVALUATION:

- A. The Owner reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Proposer who after evaluation of the criteria stated in Item D is determined to best meets the needs of the Owner. The Owner has the option to:
- (1) Request that Proposer(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
  - (2) Process the selection of the successful Proposer without further discussion with or notification to the other Proposers.
  - (3) Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Proposer's qualifications and reserves the right to verify all information submitted by Proposer(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Proposer who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Proposer. In many cases it is deemed advisable to conduct investigations of several Proposers concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Proposer is not eligible to receive an award.
- C. The following criteria will be used by City staff to evaluate the proposals and make a selection:
- 20% References from past projects of similar size and scope,
  - 20% Qualifications and Experience of key staff on similar projects,
  - 20% Knowledge of the City and local emergency management needs, and
  - 40% Cost of Services Offered
- D. Award will be made to one or more Proposers that the Owner determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the Owner, cost and other factors considered or to reject any and all Proposals.

**OFFEROR OBLIGATION  
CHECK LIST**

- Authorized Signature
- Electronic Version of Submittal
- Pre-Proposal Meeting Noted, if Applicable
- Bonds, Cashier's Checks Enclosed, if Applicable
- Amendment Acknowledged and Enclosed, if Applicable
- Returned in Marked, Sealed Envelope by Due Date

*Failure to meet these obligations may cause your  
proposal to be considered non-responsive*



**VILLAGE OF SURFSIDE BEACH**  
**INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, Contractor(s), its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Village of Surfside Beach, Texas, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor(s) relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor(s) or anyone directly or indirectly employed by or working as an independent contractor for Contractor(s) or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor(s) expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor(s), shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Surfside Beach, its Council members, officers, agents and employees and herein provided.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**BIDDER'S CORPORATE DECLARATION**

**(To Be Filled In If Bidder Is a Corporation)**

Date: \_\_\_\_\_, 2021

Our corporation is chartered under the Laws of the State of \_\_\_\_\_ and the names, titles and business addresses of the executives are as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

**DECLARATION OF PARTNERSHIP**

**(To be Filled In If a Bidder Is a Partnership)**

Our Partnership is composed of the following individuals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address

**NON-COLLUSION AFIDAVIT**  
**REMOVAL AND DISPOSAL OF FEMA ELIGIBLE DEBRIS**  
**VILLAGE OF SURFSIDE BEACH, TEXAS**

**(This affidavit must be executed for the proposal to be considered)**

STATE OF TEXAS                   §

§

COUNTY OF BRAZORIA       §

\_\_\_\_\_, being first duly sworn,  
(Person)

deposes and says that he is \_\_\_\_\_  
(Sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_, the party making the foregoing Proposal;  
(Name of Firm)

that such proposal is genuine and not collusive; that said Contractor is not financially interested in, or otherwise affiliated in a business way with any other Contractor on the same contract; that said Contractor has not colluded, conspired, connived, or agreed directly or indirectly, with any Contractor or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Contractor, or to secure any advantage against the Owner, or any other person or persons interested in the proposed contract; and that all statements contained in said Proposal are true; and further, that such Contractor has not, directly or indirectly submitted his Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed to me this \_\_\_\_\_ the day of \_\_\_\_\_, 2021.

Notary Public in and for  
\_\_\_\_\_ County, Texas

My Commission Expires  
\_\_\_\_\_, 20 \_\_\_\_\_

(SEAL)

**PERFORMANCE BOND**

**RFP #**

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA §

**KNOW ALL MEN BY THESE PRESENTS:** That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal, and \_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto The Village of Surfside Beach, Texas, (Owner), in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

**WHEREAS,** the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, to which contract is hereby referred to and made apart hereof as fully and to the same extent as if copied at length herein.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH,** that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

**“PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of the Texas Government Code, Chapter 2253, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.”

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

**PERFORMANCE BOND**

**RFP Debris**

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STATE OF TEXAS**

**COUNTY OF BRAZORIA**

**NON-EXCLUSIVE CONTRACT FOR DEBRIS REMOVAL**  
**RESULTING FROM FUTURE DISASTERS**

This contract (this “Contract”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Village of Surfside Beach, Texas (the “Owner”) and \_\_\_\_\_ (“Contractor”) authorized to transact business in the State of Texas (the “State”).

**WHEREAS**, the Owner is located in an area subject to a variety of potential disaster, including catastrophic disasters, such as major hurricanes. which may produce huge quantities of debris; and

**WHEREAS**, the Owner desires to retain the services of Contractor, and Contractor desires to provide services to clean up, remove, separate, reduce and dispose of Debris as defined in the Scope of Services set forth on Exhibit “A” attached hereto and incorporated herein by reference (the “Services”); and

**WHEREAS**, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

**WHEREAS**, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services qualify for reimbursement under FEMA and TDEM, as hereinafter defined;

**WHEREAS**, Contractor represents the initial contract shall be for a period of five (5) years from the date of award to December 31, 2026. The Village of Surfside Beach further reserves the right, and the Contractor agrees; that the contract may be extended for up to one (1) additional five (5) year term;

**NOW, THEREFORE**, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Owner and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the Owner and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- (1) This Contract;
- (2) All Exhibits, including Exhibit A and Exhibit B; Appendix A
- (3) Notice of Invitation for Proposal;

- (4) Contractor's Qualifications;
- (5) General Conditions;
- (6) Contractor's Bonds;
- (7) Notice of Award;
- (8) Notice to Proceed; and
- (9) Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control:

- (a) Contract, including Exhibit A – Scope of Services, and Exhibit B – Contractor's Proposal, Appendix A – Federal Provisions;
- (b) Duly authorized Change Orders;
- (c) General Conditions;
- (d) Notices, Bonds; and
- (e) Contractor's Qualifications.

This Contract will be executed in multiple counter-parts, each one of which, when so executed, shall constitute an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be entered into on the date first above written.

**CONTRACTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**VILLAGE OF SURFSIDE BEACH, TEXAS**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Amanda Davenport, City Secretary