

April 9, 2025

**REQUEST FOR PROPOSAL
PROVIDE DISASTER DEBRIS REMOVAL SERVICES**

DEADLINE: Sealed proposal submittals must be received, and time stamped by **4:00 p.m., Central Standard Time, Thursday, May 15, 2025.** (The clock located in the City Clerk's office will be the official time.) All proposals received will be read aloud at **6:00 p.m. on Monday, May 19, 2025,** in the City Council Chambers, City Hall, Hillcrest Village, TX. Proposals will be opened in a manner to avoid public disclosure of contents; however, only the names of proposers will be read aloud.

CLEARLY MARK ENVELOPE: DISASTER DEBRIS REMOVAL PROPOSAL

DELIVERY ADDRESS: Please submit **one (1) original and three (3) exact duplicate copies** of your **RFP** to:

CITY OF HILLCREST VILLAGE
ATTN: AMANDA HANLON, CITY CLERK
200 W. TIMBERLANE DRIVE
ALVIN, TEXAS 77511

POINTS OF CONTACT:

Questions concerning the **Request for Proposal** should be directed *in writing* to: City of Hillcrest Village, TX

Kendall McGilvray, Mayor Pro-Tem
200 W. TIMBERLANE DRIVE
ALVIN, TEXAS 77511
kwmgilvray@gmail.com
with a carbon copy to:

City of Hillcrest Village
Amanda Hanlon, City Clerk
200 W. TIMBERLANE DRIVE
ALVIN, TEXAS 77511
secretary@hillcrestvillagetx.gov

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying General Instructions are for your convenience in submitting proposals for the enclosed referenced services for the City of Hillcrest Village, Texas.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed envelope, with the Vendor's name and address in the upper left-hand corner of the envelope.

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 City of Hillcrest Village 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.

Published: The Alvin Sun
April 20, 2025

April 27, 2025

ALL PROPOSALS MUST BE RECEIVED IN THE CITY CLERK'S OFFICE BEFORE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. **Faxed or electronically transmitted RFP submittals will not be accepted.**

**REQUESTS FOR PROPOSALS
DISASTER DEBRIS REMOVAL SERVICES**

(To be Completed ONLY IF YOU DO NOT BID.)

In the event you desire not to submit a bid, we would appreciate your response regarding thereason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

YES NO

Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the City pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present workload permit additional work?		
Comments/Other Suggestions:		

Company Name:	
Person Completing Form:	Telephone:
Mailing Address:	Email:
City, State, Zip Code:	Date:

City of Hillcrest Village, TX Request for Proposals To Provide Disaster Debris Removal Service

OBJECTIVE

The City of Hillcrest Village (City) is seeking a response to the Request for Proposals (RFP) from qualified firms for Disaster Debris Removal Services in the event of a man-made or naturally occurring disaster such as hazardous materials incidents, hurricanes, or other similar emergencies and disasters.

This contract will be valid until December 31, 2027, with the possibility of two (2) one-year extensions that must be submitted to City Council for approval. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily and successfully completed and accepted. The agreement or contract between the selected respondent and the City will be non-exclusive, on an as-needed basis and will not provide for a retainer.

The City of Hillcrest Village requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualification. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 50 pages, excluding resumes. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

A.) FIRM QUALIFICATIONS AND EXPERIENCE

1. Provide a brief profile of the firm including types of services, equipment, and products offered, year founded, form of the organization and location of offices and response facilities.
2. Please describe in detail the current and historical experience the proposer has working with governmental entities in responding to and dealing with debris removal and emergency services resulting from natural disasters such as hurricanes, tornadoes, floods, etc within the past five (5) years. Provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of the RFP. References must contain the name, title, company name, address, phone and email of organizations that may be contacted to verify qualifying experience.
3. Provide a brief statement of assurance as to the firm's ability to deliver within a reasonable time, personnel, equipment, and products to the area affected by the disaster.
4. Please state any experience the firm has in relation to FEMA claims reimbursement.

***NOTE: ~ All references must be for the responding firm operating under its existing name**

and must be for the firm as a company. References will not be for an individual, but for the company as a whole.

B.) PERSONNEL QUALIFICATIONS

1. Please identify all key personnel who are to be part of the proposed team. Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists, who would be assigned to this project. Information should be presented in sufficient detail as to provide the City an indication that the personnel involved can perform the work specified in this RFP. The City reserves the right to approve or reject each member of the team and to request substitutions. For each person, please provide the following:
 - a. Full name;
 - b. Employment history;
 - c. Education and professional licensing of each person as it relates to this project;
 - d. Specific description of what role the individual will have in this project; and
 - e. Any additional helpful information to indicate the individual's ability to aid the proposer in successfully performing the work involved in this RFP.
2. Provide an organizational chart covering the services offered in the proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The proposer must assign a contact person to the project.

C.) PROJECT MANAGEMENT PLAN

1. Describe your firm's capability to provide all services and equipment required for debris monitoring.
2. Provide a description of the firm's typical resourcing approach for a project of similar scope, indicating staff hierarchy and level, contractor oversight, equipment ordering, etc.
3. Include sample billings.

D.) COST OF PROFESSIONAL SERVICES

The Offeror must utilize the form provided in Appendix B in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of Appendix B that is intended to be a substitute for Appendix B, that is provided by an Offeror may be determined as non-responsive and may result in the proposal's disqualification.

EVALUATION AND SELECTION PROCESS

All proposals will be screened by an evaluation committee and those proposers selected for a short list may be invited to attend an interview, at the proposer's own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City will evaluate all responses based on the experience, qualifications, project approach, price, and quality of response. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City's process is as follows:

1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100-point scale and shall be based on the following criteria:
 - a. Firm Qualifications and Experience (25 points)
 - b. Personnel Qualifications (25 points)
 - c. Project Management Plan (25 points)
 - d. Cost of Professional Services (15 points)
 - e. Experience with City of Hillcrest Village (10 points)
2. The evaluation committee shall recommend the most qualified firm to the City Council for approval and will offer a contract based on services and fees as agreed upon.
3. Prior to the approval of an award, no evaluation committee member shall disclose any information regarding the committee's decision.
4. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

GENERAL INFORMATION:

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

TERMINOLOGY: "Bid" vs. "Proposal"--For the purpose of this RFP, the terms "Bid" and "Proposal" shall be equivalent.

AWARD: The City of Hillcrest Village will review all proposals for responsiveness and compliance with these specifications. The City reserves the right to award in accordance with the laws of Texas, to waive any formality or irregularity, and/or to reject any or all proposals.

ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: The proposer may withdraw its proposal by submitting written request, over the signature of an authorized individual, to the Deputy Emergency Management Coordinator any time prior to the submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONFLICT OF INTEREST: Provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ). The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Hillcrest Village, including affiliations and business and financial relationships such persons may have with City of Hillcrest Village officers. The form can be located at the Texas Ethics Commission website: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of Hillcrest Village, including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Any information provided by the City of Hillcrest Village is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City Employees who are anticipated to either recommend or approve award of the proposal.

MAYOR: Kendall McGilvray

COUNCIL MEMBERS:

Rodney Allbright, Ramiro Mondragon, Randy Smith

CITY STAFF

City Marshal: Shohn Davidson

Emergency Management Coordinator: Travis Hobbs

ETHICS: Public employees must discharge their duties impartially so as to assure fair, competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the City of Hillcrest Village's procurement organization.

Any employee that makes purchases for the City is an agent of the City and is required to follow the City's Code of Ethics.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:

A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full-time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP will be made by addenda no later than 48 hours prior to the date and time fixed for submission of proposals. Sole issuing authority of addenda shall be vested in the City of Hillcrest Village City Manager. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. It is the vendor's responsibility to check for any addendums that might have been issued before bid closing date and time. All addenda will be numbered consecutively, beginning with 1.

PRICES: The bidder should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: A purchase order(s) shall be generated by the City of Hillcrest Village to the successful bidder in the event of contract activation. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be mailed to:
City of Hillcrest Village,
Attn.: **Accounts Payable, RE: Debris Removal Invoice**
200 W. Timberlane Drive
Hillcrest Village, TX, 77511.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Hillcrest Village, in accordance with the State of Texas Prompt Payment Act, Article 601 of V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Hillcrest Village is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Hillcrest Village, Texas, Brazoria County. The City of Hillcrest Village may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the City Attorney concerning any portion of these requirements.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Hillcrest Village Code of Ordinances prohibits the City from granting any license, privilege or paying money to anyone owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Bidders must complete and sign the AFFIDAVIT included as part of this RFP.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate, and any

additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Hillcrest Village for quantities less than the estimated amount.

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction, and other details, its use is not intended to deprive the City of Hillcrest Village the option of selecting goods which may be considered more suitable for the purpose involved.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service

that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RELEASES AND RECEIPTS: The City of Hillcrest Village before making payments may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interests.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he has received from the City of Hillcrest Village written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by Owner. The Contractor shall, at his own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance City of Hillcrest Village, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$1,000,000 single limit per occurrence or \$1,000,000 each person /\$1,000,000 per occurrence; and,
 - b. Property Damage \$1,000,000 per occurrence regardless of contract amount; and,
 - c. Professional Liability: \$1,000,000.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the Owner.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior written notice has been given to the City of Hillcrest Village. Contractor shall also file with the City of Hillcrest Village valid CERTIFICATE OF INSURANCE on like form from or for all Subcontractors and showing the Subcontractor (s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Hillcrest Village not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to Proceed shall be issued within ten (10) days of the execution of the Contract by OWNER. Should there be any reasons why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between OWNER and CONTRACTOR.

DISCLOSURE OF INTERESTED PARTIES FORM 1295: A person or business, who enters into a contract with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is a contract between the vendor and the City of Hillcrest Village. Do not submit this form unless you receive an award letter from the City.**

PUBLIC INSPECTION OF PROPOSALS: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposal Documents are not available for public inspection until after the contract award. If the Proposer has notified the City, in writing, that the Proposal Document contains trade secrets or confidential information, the City will take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

PROPOSAL EVALUATION AND CONTRACT AWARD: Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which offerors are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. A variety of factors may be used in the evaluation of the submitted proposals for this project. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified proposer. Discussions may not be initiated by offerors. **These discussions will be limited to issues and topics brought forth by the City. Any attempt by proposer or vendor at deviating from the issues and topics to discuss**

other issues and topics concerning the Proposal brought forth by the City of Hillcrest Village shall be grounds for disqualification. Vendors shall not contact any City of Hillcrest Village personnel during the proposal process without the express permission from the City's City Manager.

AMBIGUITY: Any ambiguity in the Proposal Document as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City.

ADDITIONAL INFORMATION: City may request any other information necessary to determine Proposer's ability to meet the minimum standards required by this RFP.

WAGES & SALARIES: Attention is particularly called to the requirement of not paying less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions. Attention is called to the requirement that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

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.

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.

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.

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.

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 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.

PROGRESS MILESTONES: Contractor is capable of removal of the following quantities of debris within the following time frames:

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

PERFORMANCE BOND: 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.

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.

SUBCONTRACTORS: 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.

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.

FEDERAL MODIFICATIONS: This Contract and all attachments hereto are subject to modifications as FEMA and TDEM may require.

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.

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.

SAFETY: 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).

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.

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.

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 of Texas. 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.

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.

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.

DISCLOSURE & 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.

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.

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.

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.

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.

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 (c) 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.

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.

LAWS & 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.

MONITORING OF CONTRACT 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.

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.

CONTRACT LANGUAGE: Use of the masculine includes feminine and neutral, 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.

INCORPORATION ON 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.

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.

EXHIBIT “A”
Scope of Services

The primary purpose of this scope of work is to maintain the public health, safety, and wellbeing 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.

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 City of Hillcrest Village, 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.

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.

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.

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 Coastal Plain Landfill or the Dixie Farm Road Landfill.

The Coastal Plain Landfill is located at 21000 E Hwy 6 Alvin, Texas, 77511 and is owned by Waste Management Solutions.

The Dixie Farm Road Landfill is located at 4649 Dixie Farm Road, Pearland, Texas 77581 and is owned by Hill Sand Company 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.

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 Coastal Plain Landfill or the Dixie Farm Road 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.

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 Coastal Plain Landfill or the Dixie Farm Road 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.

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 the Coastal Plains Landfill or the Dixie Farm Road 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.

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 Coastal Plain Landfill or the Dixie Farm Road 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 turnaround 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.

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 Coastal Plain Landfill or Dixie Farm Road 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.

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.

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.

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. 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.

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 / Refrigerant shall not be released during the removal, hauling, or recycling. Payment under this item will be per each.

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.

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.

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.

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.

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 City of Hillcrest Village, 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 cubicyard.

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.

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.

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 City of Hillcrest Village.
- (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.

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 pick up any oil spilled from loading or hauling vehicles.
- (b) The Contractor shall supply vinyl type placards identifying the City of Hillcrest Village, 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) site 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.

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 City of Hillcrest Village, Texas, (hereinafter called "Owner").

Ladies and Gentlemen:

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

**CITY OF HILLCREST VILLAGE
DISASTER 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 awritten "Notice to Proceed" of the Owner and to fully complete the work in the Contractual period oftime allotted.

This price proposal form must be completed, signed and submitted. No substitute forms will beaccepted. 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 otherinformation 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	REMOVAL AND HAULING OF ELIGIBLE VEGETATIVE DEBRIS TO A DMS WITHIN THE CITY OF CLUTE,	150,000 CY	_____ _____ _____		
4.0	HAULING OF ELIGIBLE VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE OWNER, either the _____ Landfill or the _____ Landfill. Hauling of	35,000 CY	_____ _____ _____ _____	\$ _____	\$ _____

7.0	DISPOSAL OF REDUCED (BY BURNING) ELIGIBLE VEGETATIVE DEBRIS AT A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER , 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.	15,000 CY	_____ _____ _____ _____ _____ _____ _____ _____	\$ _____	\$ _____
8.0	REMOVAL OF ELIGIBLE C&D DEBRIS AND HAULING TO A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER , 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.	100,000 CY	_____ _____ _____ _____ _____ _____ _____ _____	\$ _____	\$ _____
9.0	DISPOSAL OF C&D DEBRIS AT A TCEQ APPROVED LANDFILL AS DIRECTED BY THE OWNER , 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.	100,000 CY	_____ _____ _____ _____ _____ _____ _____ _____	\$ _____	\$ _____

10.0	REMOVAL OF HAZARDOUS LIMBS. 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.	1,000 TREES	_____	\$ _____	\$ _____
11.1	REMOVAL OF HAZARDOUS TREES OVER 6 AND UP TO 12 INCHES. 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.	100 TREES	_____	\$ _____	\$ _____
11.2	REMOVAL OF HAZARDOUS TREES OVER 12 AND UP TO 24 INCHES. 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.	50 TREES	_____	\$ _____	\$ _____

11.3	REMOVAL OF HAZARDOUS TREES OVER 24 AND UP TO 36 INCHES. 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.	25 TREES	_____	\$ _____	\$ _____
11.4	REMOVAL OF HAZARDOUS TREES OVER 36 INCHES. 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.	10 TREES	_____	\$ _____	\$ _____
12.0	REMOVAL, HAULING, AND DISPOSAL OF ASBESTOS CONTAINING MATERIAL (ACM). The Contractor shall remove, haul, and dispose ACM resulting from demolition of structures at a facility approved by TCEQ to accept such items.	2,500 CY	_____	\$ _____	\$ _____

13.0	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. 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 Each	_____	\$ _____	\$ _____
14.0	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste (computers, monitors, printers, etc.) 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.	2,000 Each	_____	\$ _____	\$ _____

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

INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities listed above are based on a hypothetical disaster which could strike the City of Hillcrest Village, 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 City of Hillcrest Village 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

**CITY OF HILLCREST VILLAGE
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 City of Hillcrest Village, 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 City of Hillcrest Village, 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: _____, 2025

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 Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address:

**NON-COLLUSION AFIDAVIT
REMOVAL AND DISPOSAL OF FEMA ELIGIBLE DEBRIS
CITY OF HILLCREST VILLAGE, 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)

CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three businessdays of CITY’S request. CONTRACTOR hereby certifies the following:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31

U.S.C. §3801 et. Seq., apply to this certification and disclosure, if any

Signed on this the _____ day of _____ 20_____.

By (Printed Name): _____

Signature: _____

Title: _____