



4601 Padre Blvd
South Padre Island, Texas 78597
www.MySPI.org

Request for Proposal

FD-2025-01 **Disaster and/or Storm Recovery Services**

Sealed proposals must be received before:

May 21, 2025

2:00 p.m. Central Standard Time

City of South Padre Island
ATTN: City Secretary
4601 Padre Blvd.
South Padre Island, TX 78597

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STANDARD FORM of AGREEMENT EXHIBIT A

GENERAL

The City of South Padre Island seeks to enter into an agreement with a qualified Individual, Firm or Corporation (Proposer) with substantial and relevant experience and expertise to provide **Disaster and/or Storm Recovery Services**.

DEFINITIONS

The following definitions shall be used to identify terms throughout this Request for Proposal:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Firm to furnish the goods or services specified within this solicitation and obligating the City to pay for the goods as specified. The agreement/contract term shall begin upon award at City of South Padre Island Council approval and shall continue for three (3) years. Further, City of South Padre Island reserves the right to renew the contract for one additional two-year period. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing. Renewal shall be subject to approval by City of South Padre Island Council each period. Once renewal option is exhausted, the contract must be rebid. City of South Padre Island retains the right to reject any and all solicitations or to request new solicitations at any time if in the best interest of City of South Padre Island.

B. RESPONSE/OFFER

A complete, properly signed response to this solicitation that, if accepted, would bind the Respondent to perform the resulting contract.

C. RESPONDENT/OFFERER

The Individual, Firm or Corporation (Proposer) that considers themselves qualified to provide the products specified herein, and are interested in making an offer to provide the goods to the City.

D. CITY

The City of South Padre Island, located in Cameron County, Texas.

E. CITY COUNCIL

The elected officials of the City of South Padre Island, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the City Charter and State Constitution and Laws.

F. FIRM

The successful Proposer of this request for proposal.

G. PIGGYBACK CONTRACT

A contract or agreement that has been competitively solicited in accordance with State of Texas statutes, rules, policies and procedures and has been extended for the use of state and local agencies that have entered (or will) into an Interlocal Agreement with the City.

H. PURCHASE ORDER

A purchase order records the financial obligation of the City to pay for goods or services properly received; therefore, a purchase order is also required for all contracts with an expenditure of funds entered into by the City Manager or City Council.

I. REQUEST FOR PROPOSAL (RFP)

This Solicitation document issued by the City containing terms, conditions and specifications for the products to be procured.

J. VENDOR/CONTRACTOR

Person or business enterprise providing goods or services to the City as fulfillment of obligations arising from an agreement pursuant to this request for proposal.

NOTICE TO PROPOSERS

A. NOTICE

Sealed proposals are due at **2:00 p.m. on May 21, 2025** after which time all qualified responses will be opened and acknowledged at 4601 Padre Blvd, South Padre Island, Texas 78597. Proposals received after the specified deadline will be returned unopened.

Sealed proposals shall be clearly marked with the RFP number and title and addressed to the City of South Padre Island – City Secretary. Proposals shall be delivered using one of the following:

| | | |
|---|--|--|
| Hand-deliver to: | Mail to: | Ship to (FedEx, UPS, DHL): |
| 4601 Padre Blvd South Padre Island, TX 78597 | 4601 Padre Blvd. South Padre Island, TX 78597 | 4601 Padre Blvd. South Padre Island, TX 78597 |

Potential Respondents may receive notice of solicitations from the City of South Padre Island from a variety of channels. Approved methods of dissemination include: City of South Padre Island website or the City of South Padre Island City Secretary. The receipt of solicitations through any other means may result in the receipt of incomplete specifications or addenda which could ultimately render your proposal non-compliant. City of South Padre Island accepts no responsibility for the receipt or notification of solicitations through any other source.

B. QUESTIONS and INQUIRIES

Questions and inquiries about this Solicitation shall be submitted in writing to the following individual:

Jim Pigg
Fire Chief/ Emergency Management Coordinator
jpigg@myspi.org

The deadline for written questions is **May 9, 2025 at @ 2:00 p.m.** central time. This deadline has been established in order to provide adequate time for City staff to prepare responses to questions from Proposers to the best of their ability in advance of the Pre-Proposal Conference meeting.

Proposers shall not attempt to contact City Council members, City staff or Management directly during the pre-proposal or post-proposal period. The City intends to respond to all appropriate questions or concerns; however, the City reserves the right to decline to respond to any question or concern. All material modifications, clarifications or interpretations will be incorporated into an addendum which will be publically posted. All addenda issued prior to the due date and time for responses are incorporated into the RFP and must be acknowledged in the Proposal response. Only

written information provided shall be binding. Oral or other interpretations shall not be binding and are held without legal effect.

C. SCHEDULE OF IMPORTANT DATES

The City will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

| | | |
|--------------------------------------|---------------|--------------|
| Release RFP | | May 7, 2025 |
| Deadline for Questions and Inquiries | (2:00 PM) CST | May 9, 2025 |
| Proposals Closing Date and Time | (2:00 PM) CST | May 21, 2025 |
| City’s Review of Proposals | | May 21, 2025 |
| Earliest Award by City | | June 2025 |

D. CERTIFICATION

This Solicitation includes a certification page. Respondent must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they have not conspired with any other potential Respondents in any manner to attempt to control competitive pricing.
4. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

E. EXCEPTIONS

Any deviations from terms, conditions or specifications contained herein must be clearly indicated in the Response to this Solicitation in writing at or before the due date and time. Any deviations or exceptions are subject to review by the City and may deem the Response disqualified or non-responsive. If no exceptions are stated, it will be understood that all general terms and conditions and specific requirements will be complied with, without exception.

F. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by the Texas Ethics Commission (“TEC”) is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission’s electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, “at the time the business entity submits the signed contract” to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

STANDARD TERMS and CONDITIONS

A. ADDENDA

If it becomes necessary to revise any part of this proposal, prior to the due date and time, a written addendum will be provided to all known interested Respondents. The City is not bound by any oral representations, clarifications, or changes made in the written specification by the City's employees, unless such clarification of change is provided to Respondents in written addendum form from the City.

Addenda will be transmitted to all that are known to have received a copy of the request for proposal and specifications. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Respondent shall provide written acknowledgment of all addenda.

No verbal or written information which is obtained other than through this RFP or its addenda(s) shall be binding on the City of South Padre Island. No employee of the City of South Padre Island, other than the person designated herein, is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

B. ADVERTISING and PUBLICITY

Firm shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

C. ASSIGNMENTS

The Agreement shall be binding upon and inure to the benefit of the City and the Firm, and their respective successors and assignees, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Firm without the prior written consent of the City. Any attempted assignment or delegation by the Firm shall be void unless made in conformity with this Paragraph. The Agreement is not intended to confer any rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there is no third party beneficiaries to the Agreement.

D. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

E. CANCELLATION or TERMINATION

1. Termination For Cause:

In the event of default by the Firm, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Firm, within such ten (10) day period cures such default, or provides evidence sufficient to prove to the City's satisfaction that such default does not, in fact, exist. In addition to any other remedies available under law or in equity, the City shall be entitled

to recover all actual damages, costs, losses and expenses incurred by the City as a result of the Firm's default, including without limitation, cost of cover, reasonable attorneys' fees, court costs and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of default by the Firm, the City may remove the Firm from the City's Vendor List and any Offer submitted by the Firm may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and not exclusive of any other right or remedy provided by law.

2. Termination Without Cause:

The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Firm shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Firm, to the extent of funds appropriated or otherwise legally available for such purposes, for all products actually delivered and obligations incurred prior to the date of termination in accordance with the terms hereof.

3. Non-Appropriation:

The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate the Agreement if, for any reason, funds are not appropriated to continue this Agreement.

4. Cancellation:

The City reserves the right to cancel the Agreement for default for all or any part of the delivered portion of the deliverables if the Firm breaches any term hereof including warranties, or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which the City may have in law or in equity.

F. CLAIMS

If a claim, demand, suit or other action is asserted against the Firm which arises under or concerns the Agreement, or which could have a material adverse effect on the Firm's ability to perform thereunder, the Firm shall give written notice to the City within ten (10) calendar days after receipt of notice by the Firm. Such notice to the City shall state the date of notification of any such claim, demand, suit or other action; the names and address of the claimant(s); the basis thereof; and the name of each person against whom such claim is asserted. Such notice shall be delivered to the City Manager, 4601 Padre Blvd, South Padre Island, TX 78597.

G. CODES, PERMITS, LICENSES

Firm shall comply with all federal, state and local standards, codes and ordinances, as well as other authorities that have jurisdiction pertaining to the products delivered and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. Firm shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations to the City.

H. COLLUSION

Advanced disclosures of any information to any particular Respondent which gives that particular Respondent any advantage over any other interested Respondent in advance of the opening of bids, whether in response to advertising or an informal request for proposals, made or permitted by a

member of the governing body or an employee or representative thereof, will cause to void all responses to that particular solicitation or request.

I. COMMUNICATION

To insure the proper and fair evaluation of this Proposal, the City prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to the City Official or Employee evaluating or considering the Responses prior to the time an award has been made. Communication between Respondents and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal(s). Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award, or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a Solicitation must be directed as provided herein.

J. CONFIDENTIALITY

In order to provide the deliverables to the City, Firm may require access to certain of the City's and/or its licensors' confidential information (including, but not limited to, inventions, employee information, trade secrets, confidential know-how, confidential business information and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Firm acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors, and any unauthorized use, disclosure, dissemination or other release of the Confidential Information will substantially injure the City and/or its licensors. The Firm (including its employees, subcontractors, agents or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate or otherwise use the Confidential Information without the prior written consent of the City, or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or as a result of an order of any court or other governmental authority with proper jurisdiction, provided the Firm promptly notifies the City prior to disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Firm agrees to use protective measures no less stringent than the Firm uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

K. DEFAULT

Firm shall be in default under the Agreement if the Firm (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to fully, timely and faithfully perform any of its material obligations under any agreement Firm has with the City, (c) fails to timely pay any fees or taxes owed to the City, (d) becomes insolvent or seeks relief under the bankruptcy laws of the United States, or (e) makes a material misrepresentation in Respondent's Proposal, or in any report or deliverable required to be submitted by Firm to the City.

A Firm who abandons or defaults the work on the Agreement and causes the City to purchase the products elsewhere may be charged the difference in cost of products, if any, and may not be considered in the re-advertisement of the service and may be rejected as an irresponsible bidder and not considered in future Solicitations for the same type of commodity unless the scope of work is significantly modified.

L. DELAYS

The City may delay scheduled deliveries or other due dates by written notice to the Firm if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the

Agreement, the City and the Firm shall negotiate an equitable adjustment for costs incurred by the Firm in the Agreement price and execute an amendment to the Agreement. The Firm must assert its right to an adjustment within ten (10) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution Process specified herein. However, nothing in this provision shall excuse the Firm from delaying the deliveries as notified.

M. DISCLOSURE

At the due date and time there will be no disclosure of contents of any Proposal to competing Proposers, and all Proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all Proposals will be open for public inspection after the contract award.

N. DISCLOSURE OF PENDING LITIGATION:

Each Respondent shall include in its proposal a complete disclosure of any material civil or criminal litigation or pending investigation which involves the Respondent or in which the Respondent has been judged guilty.

O. DISPUTE RESOLUTION

If either the Firm or the City has a claim, dispute or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties in accordance with the Arbitration Rules of the American Arbitration Association or other applicable rules governing mediation then in effect. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

P. FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond reasonable control. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Q. FRAUD

Fraudulent statements by the Respondent in the Proposal or in any report or deliverable required to be submitted by the Firm to the City shall be grounds for termination of the Agreement for cause by the City and may result in legal action.

R. GRATUITIES

The City may, by written notice to the Firm, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Firm or any agent or representative of the Firm to any officer or employee of the City with the intent of securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement. In the event the Agreement is cancelled by the City pursuant to this Section, the City shall be entitled, in addition to any other rights and remedies, to recover the benefits or payments to the Firm, as a result of the gratuities.

S. INDEPENDENT CONTRACTOR

Nothing in this Request for Proposal is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Firm's services shall be those of an independent contractor. The Firm agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Firm shall not be within protection or coverage of the City's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

T. INDEMNITY

FIRM SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY THE CONTRACTOR UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

U. INFRINGEMENT

Firm represents and warrants to the City that: (a) Firm shall provide the City good and indefeasible title to the deliverables and (b) the deliverables supplied by the Firm in accordance with the specifications of the Agreement shall not infringe, directly or contributory, any patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by an person or entity with respect to the ownership or operation of the deliverables and the Firm does not know of any basis for any such claims. Firm shall, at its sole expense, defend, indemnify and hold the City harmless from and against all liability, damages and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (a) any claim that the City exercises anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverable infringes the intellectual property rights of any third party; or (b) Firm's breach of any of the Firm's representations or warranties stated in this Agreement. In the event of any such claim, the City shall have the right to monitor such claim or, at its option, engage its own separate counsel to act as co-counsel on the City's behalf. Further, Firm agrees that the City's specifications regarding the deliverables shall in no way diminish Firm's warranties or obligations under this Paragraph, and the City makes no warranty that the products, development or delivery of such deliverables will not impact such warranties of Firm.

V. INSURANCE REQUIREMENTS

The proposer receiving the award and all subcontractors will obtain or possess the following insurance coverage's, and will provide Certificates of Insurance to the City to verify such coverage. Upon request, Firm shall provide a copy of its insurance policies to the City.

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of Freeport and its agents, employees and officials.
2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
3. Business Automobile Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
4. Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

W. INTERLOCAL AGREEMENT

Other governmental entities may be extended the opportunity to purchase from Solicitations awarded by the City, with the consent and agreement of the successful Firm(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Firm's Response. However, all parties indicate their understanding and all parties hereby expressly agree that the City is not an agent of, partner to or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that arise out of such independently negotiated piggyback procurements.

X. INTERPRETATION

The Agreement is intended by both parties as the final, complete and exclusive statement of the terms of their Agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner fair to both parties, reading no provision more strictly against one party of the other. Whenever a term defined by the Uniform Commercial Code (the "UCC"), as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control unless otherwise defined in the Agreement.

Y. INVALIDITY

The invalidity, illegality or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace the stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

Z. LIABILITY

Any person, firm or corporation party to the Agreement shall be liable for all damages incurred while in the performance of the Agreement. Firm assumes full responsibility for the terms contained herein and hereby releases, relinquishes, and discharges the City, its officers, agents and employees from all claims, demands and causes of action of any nature including the cost of defense thereof, for any

injury to, including death of, any person whether that person be a third party, supplier or an employee of either of the parties hereto, and any loss of or damage to property, whether the same be that of either of the parties, caused by or alleged to have been caused by, arising out of or in connection with the issuance of the Agreement to the Firm and the negligence of the Firm, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificates of insurance may be required for, but not limited to, Commercial General Liability, Business Auto Liability, Workers Compensation and Professional Liability Insurance.

AA. LIENS

Firm shall defend, indemnify and hold the City harmless from and against any and all liens and encumbrances for all products delivered under this Agreement. At the City's request, the Firm or its subcontractors shall provide a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.

BB. MANAGEMENT

Should there be a change in ownership or management, the Agreement may be canceled unless a mutual Agreement is reached with the new owner to continue the Agreement with its present terms, conditions and pricing. The Agreement is nontransferable by either party.

CC. NOTICES

Unless otherwise specified, all notices, requests or other communications required or appropriate to be given under the Agreement shall be in writing and deemed delivered three (3) business days after postmarked if sent by US Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Firm shall be sent to the address specified in the Firm's proposal or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to: City of South Padre Island, 4601 Padre Blvd., South Padre Island, TX 78597 and marked to the attention of the City Manager.

DD. OVERCHARGES

Firm hereby assigns to the City any and all claims for overcharges associated with this Agreement which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and/or which arise under the antitrust laws of the State of Texas, *Business and Commerce Code Ann.*, Section 15.01, et seq.

EE. PAYMENT TERMS

1. Tax Exempt Status:

The City is exempt from all federal excise, state and local taxes unless otherwise stated in this document. The City claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates are furnished upon request. Firm will not charge for such taxes. If billed, the City will not remit payment until a corrected invoice is received.

2. Invoicing Requirements:

Unless otherwise specified, all invoices shall be submitted to City of South Padre Island, Accounts Payable, 4601 Padre Island, South Padre Island, TX 78597, and issued as required by the Purchase Order or Agreement. ***Each invoice must reference the unique Purchase Order number, and include the Firm's complete name and remit to address.*** If applicable, transportation and delivery charges must be itemized on the each invoice.

3. Payment Terms:

All payments will be processed in accordance with Texas Prompt Payment Act, *Texas Government Code*, Subtitle F, Chapter 2251. The City will pay Firm within thirty days after acceptance of goods or services delivered, or the day of receipt of a correct invoice, whichever is later. The Firm may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Firm concerning the goods or services delivered, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Firm and a subcontractor and its suppliers concerning deliveries made, which caused the payment to be late; or (d) the invoice is not mailed to the City in strict accordance with instructions on the Purchase Order or Agreement, or other such contractual agreement.

4. Right To Audit:

The Firm agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all records of the Firm related to the performance under this Agreement. The Firm shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Firm are resolved, whichever is longer. The Firm agrees to refund to the City any overpayments disclosed by any such audit.

5. Firm Pricing:

The price shall remain firm for the duration of the Agreement, or any extension period, unless expressly approved in writing. No separate line item charges shall be permitted for any extraneous charges. Firm further certifies that the cost proposal has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other Respondent or with any competitor.

6. Price Warranty:

The Firm warrants the prices quoted are not materially higher than the Firms current prices on orders by others for like deliverables under similar terms of purchase. In addition to any other remedy available, the City may deduct from any amounts owed to the Firm, or otherwise recover, any amounts paid for items materially in excess of the Firm's current prices on orders by others for like deliverables under similar terms of purchase.

7. Travel Expenses:

All travel, lodging and/or per diem expenses associated with providing the products specified must be included in the original Proposal. All travel expenses are subject to review by the City and documentation of actual itemized expenses may be requested. No reimbursement will be made without prior authorization, or for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed.

FF. PERSONAL INTEREST

No employee or City Council Member of the City may have any financial interest, directly or indirectly, in any proposed or existing agreement, purchase, work, sale or service to, for, with or by the City.

GG. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the general provisions and special (or other) terms and conditions contained herein, the latter will take precedence.

HH. PROHIBITED FIRMS

The City of South Padre Island prohibits conducting business with Firms under the following conditions:

1. Respondents who have failed to comply with their state contracts and have been debarred from doing business with the State of Texas.
2. Respondent who boycott Israel. By signing and submitting this bid, Respondent certifies that:
 - a. Respondent does not boycott Israel; and
 - b. Respondent will not boycott Israel during the term of the agreement.

II. PUBLIC INFORMATION

All Responses are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a Response or parts of a Response are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term "**CONFIDENTIAL**" on that part of the Response, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. All Responses and parts of Responses that are not marked as confidential will be automatically considered public information.

JJ. REIMBURSEMENTS

There is no expressed or implied obligation for the City of South Padre Island to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of additional information or presentation, or to procure a contract for these goods or services.

KK. REPRESENTATIONS and RESPONSIBILITIES

By submitting a proposal in response to this RFP, Proposer represents that it has carefully read and understands all elements of this RFP; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a proposal in response to this RFP, the Proposer represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by the City, but has supplemented this information through due diligence research and that the Proposer sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Proposer to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions or other details shall in no way relieve any Proposer from any obligations with respect to its proposal or to the contract.

LL. RESERVATIONS

The City reserves the right to request clarification or additional information specific to any response after all Responses have been received and the solicitation due date has passed. Additionally, the City reserves the right to accept or reject all or part of any Response, waive any formalities or technical inconsistencies, delete any portion of the Scope of Work, or terminate the Solicitation when deemed to be in City's best interest. The contract may be awarded either to the lowest responsible Proposer or to the Proposer that provides goods or services at the best value for the City.

MM. RESPONSES BECOME PROPERTY OF THE CITY

Submissions received in response to this Request for Proposal become the sole property of the City.

NN. RIGHT TO ASSURANCES

In the event the City, in good faith, has reason to question the intent of the Firm to perform, the City may demand written assurances of the intent to perform. In the event no written assurance is given within the time specified, the City may treat this failure as an anticipatory repudiation of the Agreement.

OO. SEVERABILITY

The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

PP. SURVIVABILITY OF OBLIGATIONS

All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

QQ. FIRM'S OBLIGATION

Firm shall fully and timely provide all deliverables described in this Solicitation, Firm's response must be in strict accordance with the terms, covenants and conditions of the Agreement and all applicable federal, state and local laws, rules and regulations.

RR. VENUE

This Agreement is made under and shall be governed by the laws of the State of Texas, including when applicable, the UCC as adopted in Texas, *VTCA, Business & Commerce Code*, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. This Agreement is fully performable in South Padre Island, Texas, and the venue for any action related to this Agreement shall be South Padre Island, Texas. All issues arising from this Agreement shall be resolved in the courts of Cameron County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or the ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein and does not waive the City's defense of sovereign immunity.

SS. WAIVER

No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Firm or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default(s), whether of similar or different character.

TT. WITHDRAWAL

Respondents may request withdrawal of a sealed Proposal prior to the scheduled opening time, provided the request for withdrawal is submitted to the City in writing.

BACKGROUND and CURRENT CIRCUMSTANCES

A. CITY of SOUTH PADRE ISLAND

The City’s Annual Comprehensive Financial Report was prepared from the books and records of the City of South Padre Island, Texas and includes the financial activities of the primary government and its component unit. All disclosures necessary to enable the reader to gain an understanding of the city's financial activities have been included. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the City. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner designed to present fairly the results of operations of the various funds of the City.

B. CURRENT CIRCUMSTANCES

The City of South Padre Island is seeking the services of a disaster and/or storm recovery company.

SCOPE OF WORK

A. Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from City of South Padre Island roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the City of South Padre Island shall be clear and passable within (70) seventy working hours of the issuance of a notice to proceed from the City of South Padre Island to conduct emergency roadway clearance work. This may include roadways in municipalities within the City of South Padre Island. Clearance of these roadways will be performed as identified by the City of South Padre Island.

B. ROW Vegetative Debris Removal

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

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

4. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City of South Padre Island or its authorized representative.

C. ROW C&D Debris Removal

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

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

D. Demolition, Removal, and Transport of Structures

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

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

E. Temporary Debris Storage and Reduction Site (TDSRS) - Management and Operations

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

1. The management of TDSRS includes assistance in obtaining necessary Local, State, and Federal Permits and operating in accordance with all Local, State, and Federal regulatory agencies.
2. Debris at the TDSRS will be clearly segregated and managed according to the separately priced collection operations outlined in section 4, “Overview of Work of Scope Rate Schedule Items.”

3. Contractor is responsible for providing TDSRS traffic control.
4. Contractor is responsible for providing TDSRS dust control.
5. Contractor is responsible for providing 24-hour site security.
6. Contractor shall provide a tower from which the City of South Padre Island or its authorized representative can make volumetric load calls. The tower provided by the Contractor will at a minimum meet the specifications provided in the Debris Site Tower Specifications of this procurement.
7. Contractor is responsible for operating the TDSRS in accordance with Occupational Health and Safety Administration (“OSHA”) guidelines.
8. Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the City of South Padre Island or its authorized representative.
9. Contractor is responsible to provide in proposal the rates for haul to TDSRS in increments of 0-15 miles, 16-31 miles and 32-60 miles.

F. Grinding (Reduction of Storm Generated Debris)

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

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

G. Incineration (Reduction of Storm Generated Debris)

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the City of South Padre Island. Incineration must be approved by the City of South Padre Island prior to commencement of reduction activities. All un-reduced storm debris must be staged separately at the TDSRS.

H. Haul-Out of Reduced Debris to Final Disposal Site

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

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

I. Final Disposal Sites

In Cameron County, the primary landfill for the City of South Padre Island is Brownsville Landfill. The landfill is located less than twenty-five miles from the City of South Padre Island. If the designated landfill is not available, the awarded contractor is required to submit a price per mile for any miles traveled greater than estimated range.

Final disposal sites distance from the TDSRS and associated tipping fees should be provided to the City of South Padre Island prior to conducting final disposal.

J. Removal of Hazardous Leaning Trees and Hanging Limbs

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

1. Removal and transportation of hazardous trees (12) twelve inches or greater in diameter and hanging limbs (2) two inches or greater in diameter existing in the City of South Padre Island ROW and private property will be performed as identified by the City of South Padre Island. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City of South Padre Island. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of (1) one of the following requirements:

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

K. Removal of Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous uprooted stumps (24) twenty-four inches or greater in diameter, measured (24) twenty-four inches from the base of the tree existing in the City of South Padre Island ROW. Further, debris generated from the removal of uprooted stumps existing in the City of South Padre Island ROW will be placed in the safest possible location on the ROW and subsequently removed in

accordance with B under the terms, conditions, and procedure described in “ROW Vegetative Debris Removal.” Stumps measured (24) twenty-four inches from the base of the tree and less than (24) twenty-four inches in diameter will be considered normal vegetative debris and removed in accordance with B. The City of South Padre Island will not compensate hazardous stumps less than (24) twenty-four inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Attachment III – FEMA Stump Conversion Table) and removed under the terms and conditions of 4.2.

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

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

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

The City of South Padre Island or its representative will measure and certify all stumps before removal.

L. Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW) as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal of HHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

M. Electronic Waste

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Electronic Hazardous Waste (EHW) as defined by FEMA 325 Public Assistance Debris Management Guide.

1. The removal, transportation, and disposal of EHW includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

N. Abandoned Vehicle Removal

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the City of South Padre Island. The removed vehicles will be hauled to a City of South Padre Island approved staging area and subsequently disposed of by the appropriate

regulatory agency. The definition of abandon vehicle shall apply to motor vehicles, recreational vehicles, recreational watercraft and other applicable definitions of vehicle as defined by FEMA 325 Public Assistance Debris Management Guide.

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

O. Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of animal carcasses as defined by FEMA 325 Public Assistance Debris Management Guide. The carcasses will be hauled to a City of South Padre Island approved staging area and subsequently disposed of by the appropriate regulatory agency.

1. The removal, transportation, and disposal of Animal Carcasses includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

2. Animal carcass removal and disposal shall follow within accordance with FEMA 325 along with coordination with City of South Padre Island Public Health Official representative and detail documentation of the approval, removal, and disposal.

P. ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of White Goods. White Goods containing refrigerants will be hauled to a City of South Padre Island approved staging area where certified technicians will remove the refrigerants. Under this contract, the contractor will be responsible for locating and contracting services from certified technicians.

1. The removal, transportation, and disposal of White Goods includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

Q. Freon Removal

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the City of South Padre Island. The Freon containing items will be hauled to a City of South Padre Island approved staging area under the terms and conditions of 4.16 and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

1. The removal, transportation and disposal of Freon includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

R. Asbestos Removal

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal, transportation, and disposal of Asbestos.

1. The removal, transportation, and disposal of Asbestos includes obtaining all necessary Local, State, and Federal Handling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

S. Use of Local Resources

As per the Robert T. Stafford Act and FEMA regulations, Proposer will be able to use his/her own subcontractor resources to meet the obligations of the contract. It is expected that the Awarded Contractor will utilize at least 30% of subcontractors from resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.

T. Working Hours

Sunday through Saturday, the Contract hours shall only be during daylight hours or as otherwise directed by the City of South Padre Island. No work outside these hours shall be allowed unless approved in advance by the City of Island.

U. Debris Site Tower Specifications

1. The Contractor shall provide a minimum of one tower at each dumpsite for the use of City of South Padre Island representatives during their inspection of dumping operations. If ingress and egress of a TDSRS is of significant distance that the City of South Padre Island or its representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of 10 feet from surrounding grade to finish floor level, have a minimum (8) eight feet by (8) eight feet of usable floor area, be covered by a roof with (2) two feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up (4) four feet on all (4) four sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Proposer's compensation under the terms and conditions of section 4.5.

2. The Contractor shall provide a minimum of one portable toilet at each dumpsite for the use of City of South Padre Island representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of section 4.5.

3. Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the City of South Padre Island due to unsuitable conditions at the tower.

V. Equipment

1. All trucks and other equipment must be in compliance with all applicable Federal, State, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
2. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of (2) two-inch by (6) six-inch boards or greater and not to extend more than (2) two-feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized City of South Padre Island reports representatives prior to its use by the Contractor.
3. Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Proposer mix debris hauled for others with debris hauled under this contract.
4. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the City of South Padre Island.
5. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City of South Padre Island, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

W. Traffic Control

1. The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas.
2. Contractor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.
3. Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.
4. All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.
5. The expenses incurred by the Contractor for items 4.22.1 to 4.22.3 are compensated under the terms and conditions of section 4.5.

X. Damage To Public Or Private Property

1. Contractor is responsible for all damage, injury, or loss to any property.

2. Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.
3. Contractor failure to restore damage to public or private property to the satisfaction of the City of South Padre Island will result in the City of South Padre Island withholding retain age money in an amount sufficient to make necessary repairs.

Y. Existing Utilities

1. Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. Contractor shall pay all such costs to the utility company for any adjustments.
2. Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately-owned water and sewer facilities shall be made by the Contractor.

Z. Environmental Protection

1. All chemicals of whatever nature used during project construction or furnished for project operation must be state and federally certified. Their use and disposal of all residues shall be in strict compliance with instructions.
2. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the City of South Padre Island. Contractor shall comply in a timely manner with all directions of the City of South Padre Island regarding the use of a water truck or other approved dust abatement measures.
3. The Contractor shall comply with all Laws, Rules, Regulations and Ordinances regarding environmental protection.

AA. Documentation and Measurement

1. The City of South Padre Island may contract services with a debris monitoring company to act as its representative. Prior to beginning any work, the City of South Padre Island, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the City of South Padre Island, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized City of South Padre Island representative each time it returns to work from other contracts or communities.
2. Contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
3. The Contractor shall designate one project manager. The representative shall provide a telephone number to the City of South Padre Island with which he or she can be reached throughout the duration of the project.

4. "Load tickets" will be provided by the City of South Padre Island or its representative for recording volumes of debris removal.

4.1 Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

4.2 Load tickets will be issued by an authorized representative of the City of South Padre Island or its representative at the loading site. The City of South Padre Island representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the City of South Padre Island representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City of South Padre Island representative present at the dumpsite. The City of South Padre Island representative will validate, enter the estimated debris quantity, and sign the tickets. The City of South Padre Island will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor's records.

4.3 The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

BB. City of South Padre Island Responsibilities

City of South Padre Island responsibilities will vary depending on City of South Padre Island's needs and resources. The City of South Padre Island, at a minimum, will be responsible for the following:

1. Coordination of collection activities with Contractor
2. Identifying suitable temporary debris storage and reduction site activities
3. Promotion of debris management activities
4. Educational materials
5. Submittal of post-collection TDSRS data reports to TCEQ
6. Recruitment and coordination of volunteers
7. Coordination with local police, fire, EMS and other appropriate agencies
8. Provision of emergency contact information

CC. Response to Emergency

Contractor must have a representative within the city limits of South Padre Island within 24 hours after the eye of the storm has passed or other within 24 hours of any natural disaster where cleanup efforts are needed. Contractor must make contact with City of South Padre Island representative within 48 hours of expected impact of storm.

DD. Additional Disaster and/or Storm Recovery Services

Contractor shall include a price for any and all additional services that are available such as:

- Emergency delivery of potable water, ice, and food
- Temporary sanitation, showers, kitchens
- Command Center, satellite communication, phones, internet
- Emergency power generators
- First aid stations
- Light towers
- Office trailers

- Storage containers
- Mold/Asbestos Abatement
- Hazardous Waste Remediation
- Dredging
- Marine Recovery / Marine Debris Removal
- Bank Restoration
- Sand Collection / Beach Restoration
- Pumping and water relocation
- Sewer and Catch Basin Cleaning
- Temporary housing for responders and last resort residents
- Provide transportation and dispensing of gasoline, propane, diesel to support disaster recovery operations.

EE. Additional Services

The contractor will describe its company's disaster recovery technical assistance services as well as any and all additional support services available to the City of South Padre Island.

SUBMISSION REQUIREMENTS

The City will not accept oral proposals, or proposals received by telephone or FAX machine. Proposals must be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet all requirements and specifications of this RFP. Emphasis should be focused on completeness, clarity of content and responsiveness to all requirements and specifications of this RFP.

The proposal must be submitted in hard copy. Proposer shall submit 1 original and 4 copies of the entire proposal, plus 1 digital copy (on CD, DVD or thumb drive).

The City of South Padre Island requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the proposal format is to expedite review and evaluation. It is not the intent to constrain Proposers 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.

Proposal Format: Proposals shall include the following information at a minimum:

- a) Proposal Document – This request for Proposal Document signed by a responsible party (Form A).
- b) Description of Capabilities – Detailed description of capabilities as requested.
- c) Fee Schedule – Fees per instructions in Section III.
- d) Debris Management Experience – Relative information on Provider's response to a specific local disaster.

- e) Firm Qualifications – Description of vendor’s staff, locations of staff, staff capabilities, and roles.
- f) References – References including municipal agencies and/or local businesses with contact names and description of the work.
- g) Affidavit and Questionnaire – Attached: Member Contact Information, BID Affidavit, Conflict of Interest Questionnaire, Blocked Persons Affirmation
- h) Insurance – Minimum Insurance qualifications listed below.
- i) Financial Capability – Bonding and Credit credentials.
- j) NIMS Compliance – Employee training and operations.
- k) Additional Recovery Services – Fees and services per instruction in Section CC-DD.
- l) Technical Services – Consulting firm in addressing crisis and emergency management support.
- m) Attachments – Attachment 1, Attachment 2, and Attachment 3

A. BONDING AND OBLIGATIONS

The Contractor shall provide a payment and performance bond seven to ten days following activation of contract. Payment and performance bonds, individually, must be submitted for contracts over \$100,000.

B. FIRM BACKGROUND

1. Briefly introduce your Firm including the number of years in business
2. Provide a summary of the administration, organization and staffing of your Firm, including multiple offices, if applicable
3. Include the same for any associate firm or sub-consultant

C. PROJECT EXPERIENCE and QUALIFICATIONS

1. Describe at least three (3) projects that are complementary in nature to this project. References for each project should be included (preferably other City, town or local governments in Texas that the proposer has provided services to).
2. Describe the experience of the Firm in the last thirty-six (36) months in performing services of similar scope and size.
3. Identify the Project Manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned. Include any professional designations and affiliations, certifications and licenses, etc.
4. Provide an organizational chart indicating positions and name of the core management team that will undertake this engagement.

D. METHODOLOGY and TECHNICAL APPROACH

1. Provide a narrative description of the Firms’ plan to accomplish the work and services to be provided to the City.
2. Clearly acknowledge your understanding of the scope of work, including a detailed approach to completing this project in a phase by phase fashion, including the time frame expected to complete each phase and staff assignments for each phase of the project.
3. Provide suggestions and ideas for completing this project in an efficient, effective and innovative manner.
4. Clearly identify materials and knowledge resources that the Firm will need from the City to complete this project.

5. Identify progress reports that will be made available during the process and key decision points.
6. Clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

E. COST PROPOSAL

1. Provide a detailed cost proposal broken down by task or phase. The City may elect to complete any combination of tasks or phases. Indicate any cost savings available by completing one or more or any combination of tasks or phases.
2. Travel and other reimbursable fees must be estimated and submitted separately from professional fees.
3. The actual contract amount will be negotiated after the Firm has been selected and the scope of work finalized.

F. COMMENTS/CHANGE REQUESTS to STANDARD FORM of AGREEMENT

A copy of the City's Standard Form of Agreement (SFA) is attached to the RFP. Please provide any comments or change requests to the Agreement with the proposal submittal. Failure to submit requested changes will affirm that the Firm willing to execute the Agreement without modification.

G. CERTIFICATION and ACKNOWLEDGEMENT PAGE

EVALUATION and SELECTION PROCESS

The City has attempted to provide a comprehensive statement of requirements through this RFP for the work contemplated. Written proposals must present Proposer's qualifications and understanding of the work to be performed. Proposers are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals must be as thorough and detailed as possible so that the City may properly evaluate capabilities to provide the requested goods or services.

Selection may be made of one or more Proposers deemed to be fully qualified and best suited among those submitting proposals. Presentations and/or interviews may be conducted by one or more Proposers selected. The City reserves the right to award based on the responses received or to negotiate with any or all of the Proposers selected. Price shall be considered, but shall not be the sole determining factor. The City shall select the Proposer which, in the City's opinion, has made the Proposal most beneficial to the City for award. Should the City determine in writing and in its sole discretion that only one Proposer is fully qualified or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer. The executed Agreement will incorporate all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

The City has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). The City will evaluate each Proposer's responses to the requirements contained in this RFP.

Clarity and Quality of Proposal**Pass/Fail**

Firms must provide comprehensive responses to every section within this RFP in the described format. It is not the intent of the City to constrain Firms 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 do so may result in your Proposal being disqualified from further review and consideration.

1. Firm Qualifications and Experience – 20 points
2. Personnel Qualifications and Emergency Planning/Response Experience – 20 points
3. NIMS adoption and compliance in employee training and operations – 10 points
4. Project Understanding and Approach – 20 points
5. Management Systems/Reporting Systems – 10 points
6. Cost of Services Proposed – 15 points
7. Experience with City of South Padre Island – 5 points

TOTAL POINTS AVAILABLE**100 POINTS**

By submission of a proposal, Proposer acknowledges acceptance of the evaluation process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFP. Further, Firms acknowledge that subjective judgments must be made by the City during this process.

The City makes no guarantees or representations that any award will be made and reserves the right to cancel this solicitation for any reason, including:

- Reject any and all proposals received as a result of this RFP.
- Waive or decline to waive any informality and any irregularities in any proposal or responses received.
- Negotiate changes in the Scope of Work or services to be provided.
- Withhold the award of contract(s).
- Select Proposer(s) it deems to be most qualified to fulfill the needs of the City. Proposer(s) with the lowest priced proposal(s) will not necessarily be selected, since a number of criteria other than price are important in the determination of the most acceptable proposal(s).
- Terminate the RFP process.

CERTIFICATION and ACKNOWLEDGMENT

The undersigned affirms that they are duly authorized to submit this Proposal, that this Proposal has not been prepared in collusion with any other Respondent, and that the contents of this Proposal have not been communicated to any other Respondent prior to the official opening. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Respondent certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

DUNS No.: _____

Date: _____

EXHIBIT A

FORM A - OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY

Invitation No.:

(DO NOT handwrite this Form. Information must be typed in.) Invitation Title:

Offer or Company:

(Legal name of business which will appear on contract, if awarded)

| | | | |
|-------------------------------|------------------------------|---------------------------|--------------|
| Offer or Status: | Manufacturer | Dealer/Distributor | Other |
| Response Type(1): | Offer or Acting Alone | Joint Offering | |
| Contract Signatory(2): | | Title: | |
| Mailing Address(3): | _____ | | |
| Physical Address: | _____ | | |
| Phone: | _____ | | Fax: |
| Email Address: | _____ | | |
| Federal ID No.: | _____ | | |
| | Web Page URL: | | |

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

BID AFFIDAVIT

All pages in offeror's PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The undersigned offers and agrees to furnish all of the items and/or services upon which prices are stated in the accompanying proposal. Further the undersigned certifies to having read and understood the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Freeport, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____ (City & State)

Name and Address of offer or:

_____ Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named,

_____ on this the _____ day of 20_____
(name of Notary)

Notary Public in and for the State of _____

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of South Padre Island is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914. The City of will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid. Thank you.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

**ATTACHMENT I
DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

| ITEM | DESCRIPTION OF SERVICE | COST | UNIT |
|---|---|----------------------|-------------|
| 1 | Mobilization and Demobilization (Lump Sum) | | Lump Sum |
| 2 | Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6) | | CY |
| 3 | Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6) | | CY |
| 4 | Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6) | | CY |
| 5 | Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site | | CY |
| 6 | Management of TDSRS (NOTE 4) | | CY |
| 7 | Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal | | CY |
| 8 | Grinding or consolidation of C&D debris at TDSRS | | CY |
| 9 | Processing (Open Burning) of Vegetative Debris at TDSRS or Final | | CY |
| 10 | Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal | | CY |
| 11 | Pick Up and Haul of White Goods to Site within County | | UNIT |
| 12 | Pick Up and Disposal of Hazardous Material | | LB |
| 13 | Freon Management and Recycling | | UNIT |
| 14 | Dead Animal Collection, Transportation and Disposal | | LB |
| 15 | Abandoned Vehicle Removal | | VEHICLE |
| 16 | Recreational Vehicle | | Per LF |
| 17 | Disposal of asbestos containing material | | CY |
| Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6) | | | |
| 18 | 6 inch diameter to 11.99 inch diameter | See conversion chart | |
| 19 | 12 inch diameter to 23.99 inch diameter | See conversion chart | |
| 20 | 24 inch diameter to 47.99 inch diameter | | STUMP |
| 21 | 48 inch diameter and greater | | STUMP |
| Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9 | | | |
| 22 | Removal of hazardous hanging limbs greater than 2 inches | | PER TREE |
| 23 | Removal of hazardous standing trees 6" – 12" in diameter | | EACH |
| 24 | Removal of hazardous standing trees 13" – 24" in diameter | | EACH |

| | | | |
|--|---|-----------------------------|----------|
| 25 | Removal of hazardous standing trees 25" – 36" in diameter | | EACH |
| 26 | Removal of hazardous standing trees 37" – 48" in diameter | | EACH |
| 27 | Removal of hazardous standing trees greater than 48" in diameter | | EACH |
| Marine Debris Removal | | | |
| 28 | Canals, bayous and ditches | | PER LF |
| 29 | Bays and other open waters | | PER ACRE |
| 30 | Boat removal | | PER LF |
| The following items shall be billed on a time and material basis according to the attached schedules: | | | |
| 31 | Emergency Road Clearance | See Equipment & Labor Rates | |
| 32 | Demolition of Structures (Debris will be hauled and disposed of under items 2-9) | | SQ/FT |
| 33 | Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement | | N/A |
| 34 | Generators, light plants, water pumps, portable toilets and other required equipment or materials | | |

NOTES:

1. This price assumes that TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add _____ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add _____ per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.

8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**ATTACHMENT II
EQUIPMENT RATES**

| Equipment Description | Unit | Unit Price |
|---|-------------|-------------------|
| JD 544 Wheel Loader with debris grapple | Hour | |
| JD 644 Wheel Loader with debris grapple | Hour | |
| Extendaboom Forklift with debris grapple | Hour | |
| 753 Bobcat Skid Steer Loader with debris grapple | Hour | |
| 753 Bobcat Skid Steer Loader with bucket | Hour | |
| 753 Bobcat Skid Steer Loader with street Sweeper | Hour | |
| 30-50 HP Farm Tractor with box blade or rake | Hour | |
| 2-2 ½ Cu.Yd. Articulated Loader with bucket | Hour | |
| 3-4 Cu.Yd. Articulated Loader with bucket | Hour | |
| JD 648E Log Skidder or equivalent | Hour | |
| CAT D4 Dozer | Hour | |
| CAT D6 Dozer | Hour | |
| CAT D8 Dozer | Hour | |
| CAT 125 – 140 HP Motor Grader | Hour | |
| JD 690 Trackhoe with debris grapple | Hour | |
| JD 690 Trackhoe with bucket & thumb | Hour | |
| Rubber Tired Trackhoe with debris grapple | Hour | |
| JD 310 Rubber Tired Backhoe with bucket and hoe | Hour | |
| Rubber Tired Excavator with debris grapple | Hour | |
| 210 Prentiss Knuckleboom with debris grapple | Hour | |
| Self-Loader Scraper Cat 623 or equivalent | Hour | |
| Hand Fed Debris Chipper | Hour | |
| 300 – 400 Tub Grinder | Hour | |
| 800 – 1,000 HP Diamond Z Tub Grinder | Hour | |
| 30 Ton Crane | Hour | |
| 50 Tone Crane | Hour | |
| 100 Ton Crane (8 hour minimum) | Hour | |
| 40-60' Bucket Truck | Hour | |
| Service Truck | Hour | |
| Water Truck | Hour | |
| Portable Light Plant | Hour | |
| Equipment Transports | Hour | |
| Pickup Truck, Unmanned | Hour | |
| Self-loading Dump Truck with Knuckleboom and debris grapple | Hour | |
| Single Axle Dump Truck, 5 – 12 Cu.Yd. | Hour | |
| Tandem Dump Truck, 16 - 20 Cu.Yd. | Hour | |
| Trailer Dump, 24 – 40 Cu.Yd. | Hour | |
| Trailer Dump Truck, 61 – 80 Cu.Yd. | Hour | |
| Power Screen | Hour | |
| Stacking Conveyor | Hour | |
| Off Road Trucks | Hour | |

LABOR AND MATERIAL RATES

| Personnel Description | Unit | Unit Price |
|--|------|------------|
| Operations Manager | Hour | |
| Superintendent with truck, phone & radio | Hour | |
| Foreman with truck, phone & radio | Hour | |
| Safety/Quality Control Inspector with vehicle, phone & radio | Hour | |
| Inspector with vehicle, phone & radio | Hour | |
| Climber with gear | Hour | |
| Saw Hand with chainsaw | Hour | |
| Laborers & Flagmen | Hour | |
| Public Assistance Manager | Hour | |
| Documentation Clerk | Hour | |
| Timekeeper | Hour | |
| HazMat Professional | Hour | |
| Household HazMat Inspection & Removal Crew | Hour | |
| Generators from 10 KW to 300 KW | | |
| Materials Description | Unit | Unit Price |
| Fill Dirt for Stump Holes - Purchased, Placed, and Shaped | CY | |

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.

2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.

3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

ATTACHMENT III
Stump Conversion Table
Diameter to Volume Capacity

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

| Stump Diameter (inches) | Cubic Yards |
|-------------------------|-------------|
| 6 | 0.3 |
| 7 | 0.4 |
| 8 | 0.5 |
| 9 | 0.6 |
| 10 | 0.7 |
| 11 | 0.9 |
| 12 | 1 |
| 13 | 1.2 |
| 14 | 1.4 |
| 15 | 1.6 |
| 16 | 1.8 |
| 17 | 2.1 |
| 18 | 2.3 |
| 19 | 2.6 |
| 20 | 2.9 |
| 21 | 3.2 |
| 22 | 3.5 |
| 23 | 3.8 |
| 24 | 4.1 |
| 25 | 4.5 |
| 26 | 4.8 |
| 27 | 5.2 |
| 28 | 5.6 |
| 29 | 6 |
| 30 | 6.5 |
| 31 | 6.9 |
| 32 | 7.3 |
| 33 | 7.8 |
| 34 | 8.3 |
| 35 | 8.8 |
| 36 | 9.3 |
| 37 | 9.8 |
| 38 | 10.3 |
| 39 | 1.9 |
| 40 | 11.5 |
| 41 | 12 |
| 42 | 12.6 |
| 43 | 13.3 |
| 44 | 13.9 |
| 45 | 14.5 |
| 46 | 15.2 |

| Stump Diameter (inches) | Cubic Yards |
|-------------------------|-------------|
| 47 | 15.8 |
| 48 | 16.5 |
| 49 | 17.2 |
| 50 | 17.9 |
| 51 | 18.6 |
| 52 | 19.4 |
| 53 | 20.1 |
| 54 | 20.9 |
| 55 | 21.7 |
| 56 | 22.5 |
| 57 | 23.3 |
| 58 | 24.1 |
| 59 | 24.9 |
| 60 | 25.8 |
| 61 | 26.7 |
| 62 | 27.6 |
| 63 | 28.4 |
| 64 | 29.4 |
| 65 | 30.3 |
| 66 | 31.2 |
| 67 | 32.2 |
| 68 | 33.1 |
| 69 | 34.1 |
| 70 | 35.1 |
| 71 | 36.1 |
| 72 | 37.2 |
| 73 | 38.2 |
| 74 | 39.2 |
| 75 | 40.3 |
| 76 | 41.4 |
| 77 | 42.5 |
| 78 | 43.6 |
| 79 | 44.7 |
| 80 | 45.9 |
| 81 | 47 |
| 82 | 48.2 |
| 83 | 49.4 |
| 84 | 50.6 |