

County of Austin

Request for Proposal

RFP No. EM-001-2022

TITLE: Disaster Debris Management, Removal and Disposal Services

Closing Date & Time: July 21, 2022 @ 4:00 pm

Table 1: Procurement Schedule

Schedule of Events Date	RFP Release 6/30/2022
Deadline for Questions	7/14/2022
Sealed Proposals Due to the County	7/21/22 - 4:00 PM
Open Sealed Proposals	7/21/22 – 4:01 PM or after
RFP Interviews (at the County option)	TBD

Austin County reserves the right to modify this schedule at the County's discretion. Notification of changes in the response due date would be posted on the County website or as stated herein.

****** Proposals Must Be Received on Or Before The Due Date And Time And Must Be At This Location:**

If delivered by the U.S. Postal Service, courier, overnight delivery, or another service, address to:

County of Austin
Attn: County Emergency Management Coordinator/Debris
In the care of the County Judge's Office
One East Main Steet
Bellville, Texas 77418

INSTRUCTIONS TO OFFERORS

Article I. Nature of Project

The County of Austin (hereinafter called the County) will accept sealed competitive proposals for:

RFP NO. EM-001-2022
DISASTER DEBRIS REMOVAL, REDUCTION DISPOSAL
AND OTHER EMERGENCY SERVICES
Due July 21st, 2022, at 4:00 PM

In accordance with the Specifications and other Contract Documents prepared by the County of Austin, Texas.

The County of Austin, Texas (County) seeks to establish one or more contracts for disaster debris removal, reduction, disposal, and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the County of Austin seeks proposals from qualified Offerors. The Offeror should have sufficient experience in the specialized management of disaster response labor and subcontractors for the purpose of debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Consequently, qualified Offerors must have the capability and ability to rapidly mobilize and respond to potential large-scale debris volumes typical of a hurricane or tropical storm in addition to localized small-scale volumes typical of a tornado.

The initial term of the contract shall be for years (2) years beginning upon execution of a contract, with an option to renew for three (3) additional, two (2) years terms at the sole discretion of the County. Payment for service(s) will be rendered to the Contractor after completion and acceptance of the work specified in each work order for storm debris removal services associated with the disaster recovery process, and after receipt of a proper invoice submitted showing an amount based upon the unit pricing detailed in the agreement. Payment will be made only for authorized, eligible work performed.

Article II. Eligibility of Offeror

Any Offeror, in order to be eligible to submit a proposal, must be able to demonstrate to the satisfaction of the county that he has the financial capacity to carry on the work until such time as he receives the first payment under the contract, and that he is able to finance the work between payments during the contract period.

In summary, the proposal shall be accompanied by a statement of financial condition, in the form of an audited financial statement. Failure shall disqualify the Offeror.

Article III. Issuing Proposal Documents

Proposal packets have been prepared for the purpose of outlining the scope of work required by the County and evaluation criteria. The County of Austin reserves the right to negotiate with any and all individuals or firms submitting proposals.

Specifications are on file in the office of the County Judge (or designee), Austin County Courthouse, One East Main Street, Bellville, Texas 77418, where they may be inspected by qualified Offerors without charge.

Article IV. Scope of Work

1. TERMS AND DEFINITIONS

Definitions are provided for those terms listed below:

- 1.1 *Authorized Representative* – The County of Austin employees and/or contracted individuals designated by The County of Austin.
- 1.2 *Chipping, Grinding, or Mulching* – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as (75) percent, based on data obtained during reduction operations. The terms “chipping”, “grinding”, and “mulching” are often used interchangeably.
- 1.3 *Cleanup Crew* – A group of individuals and/or individuals working for the disaster debris collection contractor collecting disaster debris.
- 1.4 *Construction and Demolition Debris (C&D)* – See eligible Construction and Demolition Debris.
- 1.5 *County* – The County of Austin, Texas.
- 1.6 *Debris* – Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.
- 1.7 *Debris Clearance* – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
- 1.8 *Debris Management Site (DMS)* – A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to its final disposition. May also be referred to as temporary debris storage and reduction site.
- 1.9 *Debris Monitoring* – Actions are taken by applicants to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope of work and/or is eligible for federal or state grant reimbursement.
- 1.10 *Debris Removal* – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.
- 1.11 *Debris Removal Contractor* – Conducts debris removal operations per the terms of the contract. The term includes primary contractors, subcontractors, and individual crews.
- 1.12 *Demobilization* – Following the completion of services provided under the resulting contract, the Offeror will remove all equipment, supplies, and other associated materials involved in the services provided to the County. The Offeror will leave all sites clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
- 1.13 *Disaster-Specific Guidance (DSG)* – DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with their numerical identification.
- 1.14 *Eligible* – Eligible means qualifying for and meeting the most current stipulated requirements of the Public Assistance grant program, Federal Emergency Management Agency (FEMA) Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, and all current FEMA fact sheets, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules, or requirements

regarding debris removal reimbursement as stipulated by FEMA or the Federal Highway Administration (FHWA) during the course of a debris removal project.

- 1.15 *Eligible C&D Debris* – FEMA Publication 325 defines eligible C&D debris as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting, and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation, and air conditioning systems and their components, light fixtures, equipment, furnishings, and fixtures that are a result of a disaster event. Current eligibility criteria include the following:
- a. Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way (ROW).
 - b. Debris removal must be the legal responsibility of the applicant
 - c. Debris must be a result of the major declared disaster event.
- 1.16 *Eligible Hanger* – An eligible hanger is a hazardous limb that poses a significant threat to the public. According to FEMA Publication 325, the current eligibility requirements for hazardous hangers are as follows:
- a. The limb must be greater than two (2) inches in diameter at the break.
 - b. The limb must be suspended in a tree and threatening the right-of-way or public use area.
 - c. The limb must be located on improved public property.
 - d. The limb must be a result of the major declared disaster event.
- 1.17 *Hazardous Stump* – A stump is defined as hazardous and eligible for reimbursement if all of the criteria are met. According to FEMA Publication 325, the current eligibility requirements for hazardous stumps are as follows:
- a. The stump has fifty (50%) percent or more of the root ball exposed.
 - b. The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - c. The stump is located on a public ROW or public use area.
 - d. The stump poses an immediate threat to public health and safety.
 - e. The uprooted stump must be a result of the major declared disaster event.
- 1.18 *Eligible Household Hazardous Waste (HHW)* - The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, and corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
- a. HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
 - b. HHW removal must be the legal responsibility of the applicant.
 - c. HHW must be a result of the major declared disaster event.

The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in The County of Austin with written authorization by the County Judge or designee. All hazardous waste must be disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

- 1.19 *Eligible Leaner* – A tree is considered hazardous and defined as an eligible leaner when the tree’s present state is caused by a disaster, the tree poses a significant threat to the public, and the tree is six (6) inches in diameter or greater as measured four and one-half feet (4 1/2’) from the ground. Additionally, according to FEMA 325, a tree is considered an eligible leaner if one or more of the following apply:
- a. The tree has more than fifty (50%) percent of the crown damaged or destroyed.
 - b. The tree has a split trunk or exposed heartwood.
 - c. The tree has been uprooted within a ROW or public use area.
 - d. The tree is leaning at an angle greater than thirty (30) degrees with evidence of ground disturbance as a result of the major declared disaster event.
- 1.20 *Eligible Vegetative Debris* – As outlined in FEMA Publication 325, eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include the following:
- a. Debris must be located within a designated disaster area and be removed from an eligible applicant’s improved property or ROW.
 - b. Debris removal must be the legal responsibility of the applicant.
 - c. Debris must be a result of the major declared disaster event.
- 1.21 *Eligible White Goods* – As outlined in FEMA Publication 325, eligible white goods are defined as discarded disaster-related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, and ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- a. White goods must be located within a designated disaster area and be removed from an eligible applicant’s improved property or ROW.
 - b. White goods removal must be the legal responsibility of the applicant.
 - c. White goods must be a result of the major declared disaster event.
- 1.22 *FHWA Emergency Relief Program* – Provides for the funding of emergency roadway clearing and first-pass disaster debris removal on federal-aid highways.
- 1.23 *FEMA Publication 325 – Debris Management Guide* – This publication is specifically dedicated to the rules, regulations, and policies associated with the debris cleanup process. Familiarity with this publication and any

revisions can help a local government limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- a. Eliminating immediate threats to lives, public health, and safety.
- b. Eliminating immediate threats of significant damage to improved public or private property.
- c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

1.24 *Field Inspector* – Monitor.

1.25 *Force Account Labor* – Labor performed by the applicant’s permanent, full-time, or temporary employees.

1.26 *Garbage* – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and paper.

1.27 *Hangers* – See eligible Hanger.

1.28 *Hazardous Waste* – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the RCRA. In regulatory terms, RCRA hazardous waste is a waste that appears on one of the four ignitability, corrosivity, reactivity, or toxicity.

1.29 *Hold Harmless* – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

1.30 *Household Hazardous Waste* – See Eligible Household Hazardous Waste.

1.31 *Leaners* – See Eligible Leaner.

1.32 *Monitor* – Person or entity that observes and appropriately documents day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County’s expectations and contractual requirements, and are following all applicable federal, state, and local regulations. May also be referred to as a field inspector. The monitor will be responsible for traffic control and day-to-day safety.

1.33 *Mutual Aid Agreement* – A written understanding between communities and states obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

1.34 *Outbuilding* – Any structure secondary to a house such as a barn, shed, or outhouse Separate, ed from the main system.

1.35 *Recycling* - The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

1.36 *Refrigerant* – Ozone-depleting compound that must be removed from white goods or other refrigerant-containing items prior to recycling or disposal.

1.37 *Regulated Waste* – Any waste that is regulated by the EPA, TCEQ, or local rules/ordinances.

- 1.38 *Right-of-Entry* – As used by FEMA, the document by which a property owner confers to an eligible applicant, its contractor, or the United States Army Corps of Engineers (USACE) the right to enter onto private property for a specific purpose without committing trespass.
- 1.39 *Right-of-Way* – The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private.
- 1.40 *Scale/Weigh Station* – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped, and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- 1.41 *Texas Commission on Environmental Quality (TCEQ)* – The lead environmental agency for the State of Texas.
- 1.42 *Right-of-Way* – The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private.
- 1.43 *Temporary Debris Storage and Reduction Site* – TDSR sites are locations designated by the County for the storage and reduction of disaster-related debris.
- 1.44 *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped
- 1.45 *United States Environmental Protection Agency (EPA)* – Federal agency with a mission to protect human health and safeguard the natural environment.
- 1.46 *United States Army Corps of Engineers (USACE)* – A component of the United States

The Army is responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct federal assistance, issued through a mission assignment, is needed.

- 1.47 *White Goods* – See Eligible White Goods.

2. ACRONYMS

ACI	Air Curtain Incinerator
BMP	Best Management Practices
C&D	Construction and Demolition
CFR	Code of Federal Regulations
CPI	Consumer Price Index
DMS	Debris Management Site – locations for Austin County -
DSG	Disaster Specific Guidance
EPA	Environmental Protection Agency
FEIN	Federal Employer Identification Number
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FHWA-ER	Federal Highway Administration Emergency Relief Program
FOB	Freight on Board
GIS	Geographic Information System
HHW	Household Hazardous Waste
HUB	Historically Underutilized Business
MSW	Municipal Solid Waste

OSHA	Occupational Safety and Health Administration
PA FEMA	Public Assistance
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
SHPO	State Historical Preservation Office
SSN	Social Security Number
TCEQ	Texas Commission on Environmental Quality
TDSR	Site Temporary Debris Storage and Reduction Site
TPASS	Texas Procurement and Support Services
TxDOT	Texas Department of Transportation
USACE	United States Army Corps of Engineers

3. Description of Designated Areas

- 3.1 The designated area for debris removal (the County right-of-way, ROW) is bounded by the County limits and includes streets (ROWs), County parks, County harbor public property, and any other areas within the county boundaries that are determined to be eligible now or at a future date. The designated area may include private segments within the jurisdictional boundaries of the County. The County Judge or designee may also authorize the Offeror to perform debris removal on non-County roadways, i.e., State Hwy 36, or other areas, as directed in writing by the County Judge or designee. If tasked with debris removal from Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Offeror shall abide by all eligibility requirements and guidelines set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.
- 3.2 The County Judge or designee will authorize and approve which services the Offeror shall provide from the scope of services and which zones/areas must be prioritized.
- 3.3 All debris identified by the County Judge or designee shall be removed. The number of complete passes the Offeror shall conduct through the County is at the discretion of the County Judge or designee. Partial removal of debris piles is strictly prohibited. The Offeror shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Offeror shall not enter onto private property during the performance of this contract unless specifically authorized by the County Judge or designee in writing.
- 3.4 Disaster-related loose leaves and small debris in excess of two (2) bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left on site.
- 3.5 The Offeror shall deliver all disaster-related debris to a County-approved debris management site (DMS) or final disposal site that has been approved to receive disaster-generated debris. The Offeror shall adhere to all local, state, and federal regulations associated with the delivery of disaster-related debris.
- 3.6 The County will provide the Offeror with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Offeror with identifying additional DMS or final disposal sites, subject to final approval by the County. The Offeror will be responsible for returning all DMS locations to their original condition prior to site use. DMS remediation will include but is not limited to returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and

federal environmental regulatory requirements and is subject to final approval by the County and the Texas Commission on Environmental Quality (TCEQ). All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use, and new sod or seeding must meet standards for the intended use.

- 3.7 All final disposal sites must be approved in writing by the County Judge or designee. The Offeror will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Offeror reduction, handling, disposal, and remediation operations must be approved in writing by the County Judge or designee.
- 3.8 Payment for disposal costs (such as tipping fees incurred by the Offeror at a final disposal site that meets local, state, and federal regulations for disposal) will be reimbursed by the County as a pass-through cost. Prior to reimbursement by the County, the Offeror must furnish an invoice in hardcopy and electronic format. The invoice must include matching scale/weight ticket numbers with load ticket or haul-out ticket numbers and other applicable information. The Offeror will also be required to provide proof of Offeror payment to the final disposal site.
- 3.9 The Offeror shall conduct the work so as not to interfere with the disaster response and recovery activities of local state, and federal governments or agencies, or of any public utilities.
- 3.10 The County reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.
- 3.11 Neither the Offeror nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Offeror to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

4. Scope of Services

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County Judge or designee. Work shall also include the clearing and removing of any and all eligible debris as most currently defined (at the time written notice to proceed is issued and executed by the County for the Offeror) by the Federal Emergency Management Agency (FEMA) Public Assistance Program (PA) guidelines, FEMA Publication 321 – PA Policy Digest, FEMA Publication 322 – PA Guide, FEMA Publication 323 – PA Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal disaster-specific guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Judge or designee. “Eligible” also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of “eligible” applies to all uses throughout scope of services items 1 through 12 below. Work will include examining debris to determine whether debris is eligible, loading the debris, hauling debris to County-approved DMS(s) or final disposal site(s), reducing disaster-related debris, hauling reduced debris to a final disposal site, and disposing of reduced debris at a final disposal site. Debris not defined as eligible by FEMA Publication 325, or state or federal DSGs or policies will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Offeror by the County Judge or designee. It shall be the Offeror’s responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris which is the result of the event under which the Offeror is given written notice to proceed, unless otherwise directed by the County Judge or designee in writing.

4.1 Emergency Road Clearance

At the request of the County this work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from County roadways to make them passable immediately following a declared disaster event. All roadways designated by the County Judge shall be clear and passable within seventy (70) working hours

of the issuance of written notice to proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Offeror's 70-hour limit through a written request. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Judge or designee. The Offeror shall assist the County and its representatives with ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor used (that is, certification), starting and ending times, and zones/areas worked. Services performed under this contract element will be compensated using Schedule 2 – Hourly Labor and Equipment Price Schedule.

4.2 Eligible Right-of-Way Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County-approved DMS or final disposal site in accordance with all federal, state, and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (that is, not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible vegetative debris existing in the County will be performed as determined by the County Judge or designee.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County-approved DMS or a final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location, unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the County or its authorized representative.
- f. The County will provide specific right-of-entry (ROE) legal and operational procedures.
- g. The Offeror must provide traffic control as conditions require or as directed by the County Judge or designee.

4.3 Eligible Right-of-Way Construction and Demolition Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible construction and demolition (C&D) debris existing on the County ROW to a County-approved DMS or final disposal site in accordance with all federal, state, and local rules and regulations.

- a. For the purpose of this contract, eligible C&D debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (that is, not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible C&D debris existing in the County ROW will be performed as determined by the County Judge or designee.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County-approved DMS or final disposal site. The debris

removal vehicle will not collect additional debris once a load ticket has been issued.

- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.
- f. The Offeror must provide traffic control as conditions required or directed by the County Judge or designee.

4.4 Debris Management Site – Site Management, Operations, and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through grinding of eligible disaster-related debris. Grinding must be approved by the County Judge or designee prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the County Judge or designee.

- a. The management of DMS locations includes assistance with obtaining necessary local, state, and federal permits, or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (EPA) and TCEQ. The Offeror shall also be responsible for all costs associated with third-party groundwater and soil testing.
- b. The Offeror is responsible for operating the DMS locations in accordance with Occupational Safety and Health Administration (OSHA), EPA, and TCEQ guidelines.
- c. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, household hazardous waste [HHW], salvageable metal, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.
- e. The Offeror is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to water, lighting, and portable toilets.
- f. The Offeror is responsible for maintaining ingress and egress to the DMS for all weather conditions.
- g. The Offeror is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.
- h. The Offeror is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices (BMP).
- i. The Offeror is responsible for all associated costs necessary to provide DMS locations fire protection, which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

- j. The Offeror is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Offeror is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted hazardous waste facility or municipal solid waste (MSW) type I landfill, as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 4.
- k. The Offeror is responsible for providing twenty-four (24) hour security for DMS locations.
- l. The Offeror will only permit Offeror vehicles and others specifically authorized by the County or its authorized representative on site(s).
- m. The Offeror shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Offeror will at a minimum meet the specifications provided in the technical specifications of this RFP (see Article V, TECHNICAL SPECIFICATIONS, L. Debris Site Tower Specifications).
- n. Upon completion of haul-out activities, the Offeror will be responsible for restoring the physical features of the site to their original condition prior to site use. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use, and new sod or seeding must meet standards for the intended use. Site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

4.5 Debris Management Site – Site Management, Operations, and Reduction Through Above Ground Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above-ground air curtain incinerator (ACI) of eligible disaster-related debris. Above-ground ACI reduction must be approved by the County Judge or designee, TCEQ, and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Judge or designee.

- a. The management of DMS locations includes assistance with obtaining necessary local, state, and federal permits or approval, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to the EPA and TCEQ. The Offeror shall also be responsible for all costs associated with third-party groundwater and soil testing.
- b. The Offeror is responsible for operating the DMS locations in accordance with OSHA, EPA, and TCEQ guidelines.
- c. If necessary, debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, salvageable metal, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.
- e. The Offeror is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.
- f. The offeror is responsible for maintaining ingress and egress to the DMS for all weather conditions.
- g. The Offeror is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.
- h. The Offeror is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other BMPs.
- i. The Offeror is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- j. The Offeror is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Offeror is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted hazardous waste facility or MSW type I landfill, as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 5.
- k. The Offeror is responsible for providing twenty-four (24) hour security and fire tender for DMS locations.
- l. The Offeror will only permit Offeror vehicles and others specifically authorized by the County or its authorized representative on site(s).
- m. The Offeror shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Offeror will at a minimum meet the specifications provided in the technical specifications of this RFP (see Article V, TECHNICAL SPECIFICATIONS, L. Debris Site Tower Specifications).
- n. Upon completion of haul-out activities, the Offeror will be responsible for restoring the site to its original condition prior to site use. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use, and new sod or seeding must meet standards for the intended use. Site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

4.6 Debris Management Site – Site Management, Operations, and Reduction Through Air Curtain Trench Burning

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through air curtain trench burning of eligible disaster-related debris. Air curtain trench burning must be approved by the County Judge or designee, TCEQ, and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County

Judge or designee.

- a. The management of DMS locations includes assistance with obtaining necessary local, state, and federal permits or approval, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to the EPA and TCEQ. The Offeror shall also be responsible for all costs associated with third-party groundwater and soil testing.
- b. The Offeror is responsible for operating the DMS locations in accordance with OSHA, EPA, and TCEQ guidelines.
- c. If necessary and/or appropriate, debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.) and applicant(s) (municipalities located within the County, if applicable). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.
- d. All unreduced storm debris must be staged separately from reduced debris at the DMS locations.
- e. The Offeror is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to water, lighting, and portable toilets.
- f. The Offeror is responsible for maintaining ingress and egress to the DMS for all weather conditions.
- g. The Offeror is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.
- h. The Offeror is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other BMPs.
- i. The Offeror is responsible for all associated costs necessary to provide DMS locations fire protection, which includes but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- j. The Offeror is responsible for all associated costs necessary to provide qualified personnel as well as lined containers or containment areas for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Offeror is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted hazardous waste facility or MSW type I landfill, as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation as well as HHW/contaminant disposal from DMS locations is a cost reflected in this scope of services (item 6).
- k. The Offeror is responsible for providing twenty-four (24) hour security and fire tender for DMS locations.
- l. The Offeror will only permit Offeror vehicles and others specifically authorized by the County or its authorized representative on sites(s).
- m. The Offeror shall provide a tower(s) from which County or its authorized representative can make volumetric load calls. The tower(s) provided by the Offeror will at a minimum meet the specifications provided in the technical specifications of this RFP (see Article V, TECHNICAL SPECIFICATIONS, Debris Site Tower Specifications).
- n. Upon completion of haul-out activities, the Offeror will be responsible for restoring the site to its original condition prior to site use. Site remediation will include but is not limited to returning the original site grade,

sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, etc., is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for the intended use, and new sod or seeding must meet standards for the intended use. Site remediation will also include returning all sites used to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and TCEQ.

4.7 Haul-Out of Reduced Debris to a County-designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material such as ash, reduced C&D, or mulch existing at a County-approved DMS location to a County-approved final disposal site in accordance with all federal, state, and local rules and regulations. The Offeror shall not receive any payment from the County for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-County-approved final disposal site.

4.8 Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove eligible hazardous trees and eligible hazardous hangers existing on the County ROW or public use area. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with the scope of services item 2, under the terms, conditions, and procedure described in the section on ROW vegetative debris removal. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 1/2) feet from the base of the tree, will be flush cut, loaded, and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Offeror for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then Offeror must load the resulting debris as eligible hazardous leaning tree or eligible hazardous hanging limbs as they are removed.

- a. Only eligible hazardous trees will be identified and removed. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter (measured four and one-half (4 1/2) feet from the base of the tree) existing on the County ROW or public use area will be performed as identified by the County Judge or designee. All disaster-specific eligibility guidelines regarding the size and diameter of leaning trees will be communicated to the Offeror in writing by the County Judge or designee. For leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 - i. The tree is leaning in excess of thirty (30°) degrees with evidence of ground disturbance, as a result of the disaster, in a direction that poses an immediate threat to public health, welfare, and safety.
 - ii. Over fifty (50%) percent of the tree crown is damaged or broken and the heartwood is exposed.
 - iii. The tree has a split trunk that exposes heartwood.
- b. Only eligible hazardous hanging limbs will be identified and removed. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter (measured at the break) existing on the County ROW or public use area will be performed as identified by the County Judge or designee. All disaster-specific eligibility guidelines regarding the size and diameter of limbs will be communicated to the Offeror, in writing, by the County Judge or designee. For hanging limbs to be removed and eligible for payment, the damage to the limb must have been caused by the disaster and satisfy all of the following

requirements:

- i. The limb is greater than two (2) inches in diameter measured at the break.
- ii. The limb is still hanging in a tree and threatening a ROW or public use area.
- iii. The limb is located on improved public property.

4.9 Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW or public use area. Offeror shall be responsible for backfilling any voids left in the ground by removing stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County-approved DMS or final disposal site in accordance with all federal, state, and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and will be removed in accordance with the scope of services item 2. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (see Exhibit A - FEMA Stump Conversion Table) and removed under the terms and conditions of the Scope of the Services item 2.

- a. Only eligible hazardous stumps will be identified and removed. Removal and transportation of eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Judge or designee. All disaster-specific eligibility guidelines regarding the size and diameter of hazardous stumps will be communicated to the Offeror, in writing, by the County Judge or designee. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:
 - i. Fifty (50%) percent or more of the root ball is exposed.
 - ii. The stump is on County ROW or public use area and poses an immediate threat to public health, safety, or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of the scope of services item 2. The cubic yard volume of unattached stumps will be based on the diameter conversion using the published FEMA stump conversion table (see Exhibit - FEMA Stump Conversion Table). Stumps with less than fifty (50%) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of the scope of services item 2.

The County or its authorized representative will measure and certify all eligible stumps prior to removal.

4.10 Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the County.

1. The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
2. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

4.11 Eligible Right-of-Way White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of eligible white goods from the ROW, removal of refrigerants, transportation to a County-approved DMS, decontamination, and transportation to a County-approved facility for recycling or an MSW type I landfill for final disposal. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Offeror's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

- a. The removal, transportation, and recycling or final disposal of eligible white goods includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.
 - i. All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling or final disposal.
 - ii. The Offeror shall recycle or dispose of all eligible white goods in accordance with all rules and regulations of local, state, and federal regulatory agencies.
 - iii. Refrigerant-containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated County-approved DMS for refrigerant removal by the Offeror's qualified technicians.

4.12 Eligible Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of animal carcasses from the ROW to a final disposal site. The Offeror shall coordinate activities with the County Extension Office (Agi-Life) and the County Health Department.

Article V. Technical Specifications

1. WRITTEN NOTICE TO PROCEED: The County of Austin (County) County Judge or his designee shall issue an official written notice to proceed with the services referenced in this contract. The notice to proceed shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Offeror's authorized representative is on-site in the County, then the written notice to proceed will be hand-delivered. Under no circumstances shall the County be liable for any services rendered unless the written notice to proceed has been sent and received by the Offeror. The Offeror must acknowledge receipt of the written notice to proceed.
2. MOBILIZATION: Within twenty-four (24) hours of being issued written notice to proceed from the County, the Offeror shall mobilize equipment and resources in the County. Within seventy-two

(72) hours of being issued written notice to proceed from the County, the Offeror shall begin debris removal operations as directed by the County Judge or designee. As part of the Offeror's mobilization effort, the Offeror shall provide an on-site office trailer for the duration of the project or as directed by the County.

3. PERIOD OF PERFORMANCE: Upon notice to proceed and mobilize, the successful Offeror must provide the County with a reasonable time from in which the work will be completed. The County will use the Offerors' estimation to develop a time limit on the period of performance for the work to be done.
4. SAFETY: The Offeror shall be solely responsible for maintaining safety at all work sites, including debris management site (DMS) locations and debris collection sites. The Offeror shall take all reasonable steps to ensure the safety of workers and visitors to DMS locations and debris collection sites. Safety at DMS locations and debris collection sites includes traffic control measures such as traffic cones and flag personnel. The Offeror shall also be solely responsible for ensuring that all Occupational Safety and Health Administration (OSHA) requirements are met, and a safety officer is assigned to the project for the duration of this contract.
5. USE OF LOCAL RESOURCES: As per the Robert T. Stafford Act and Federal Emergency Management Agency (FEMA) regulations, the Offeror shall give first priority to using resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.
6. ON-SITE PROJECT MANAGER: The Offeror shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Manager or designee and County-authorized representatives. Daily meeting topics will include but will not be limited to the volume of debris collected, completion progress, County coordination, and damage repairs. The frequency of meetings may be adjusted by the County Manager or designee. The Offeror's project manager must be available twenty-four (24) hours a day, or as required by the County Judge or designee.
7. DAILY REPORTING: The Offeror is required to submit a daily report to the County which identifies daily, and aggregate totals of services provided by the Offeror. The daily report provided by the Offeror will be approved by the County Judge or designee.
8. EQUIPMENT:
 - 8.1 All trucks and other equipment must comply with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
 - 8.2 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 two (2) inches by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good condition. To ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Offeror.
 - 8.3 Debris shall be mechanically loaded and reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County-approved DMS or final disposal site.
 - 8.4 Trucks or equipment designated for use under this contract shall not be used for any other work. The Offeror 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 Offeror mix debris hauled for others with debris hauled under this contract.

- 8.5 Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Judge or designee.
 - 8.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the County Manager or designee following the event. All hand-loaded vehicles will receive an automatic fifty (50%) percent deduction for lack of compaction.
 - 8.7 Hauling equipment without a tailgate or no solid tailgate cannot be compacted to its full capacity. Therefore, such equipment will receive a maximum of eighty-five (85%) percent of the certified hauling capacity for reimbursement purposes.
9. TRAFFIC CONTROL: The Offeror shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Offeror is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS locations and debris collection sites. The Offeror shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal laws, regulations, and ordinances governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Offeror. No further work shall take place until the deficiency is corrected. Neither the County Judge nor designee nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Offeror for traffic control is an overhead expense contemplated as part of the Offeror's compensation under the terms and conditions of the scope of services.
10. WORK HOURS: The Offeror shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Offeror. Unless otherwise directed, the Offeror must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) day a week basis.

11. EXISTING UTILITIES:

- 11.1 Some trees and debris that 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 Offeror'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 (that is, water and sewer). The Offeror shall pay all such costs to the utility company for any adjustments.
- 11.2 The County may choose either to have the Offeror make the necessary repairs or have the Offeror pay all costs incurred to repair damaged utilities that are a result of the Offeror, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Offeror.

12. DEBRIS SITE TOWER SPECIFICATIONS:

- 12.1 The Offeror shall provide as many towers as designated by the County at each dump site for the use of County-authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Offeror may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs

on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level, and extending up four (4) feet on all four (4) sides. The expense incurred by the Offeror for the construction of towers is an overhead expense contemplated as part of the Offeror's compensation under the terms and conditions of the scope of services items 4, 5, 6, and 7.

- 12.2 Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Manager or designee due to unsuitable conditions at the tower.

13. FACILITIES AT DEBRIS MANAGEMENT SITE LOCATIONS: The Offeror shall provide as many portable toilets as designated by the County at each dump site for the use of County-authorized representatives during their inspection of DMS operations. The toilet shall be provided prior to the start of any DMS operations and shall be kept in a sanitary condition by the Offeror throughout the duration of dumping operations. The expense incurred by the Offeror for the operation of portable toilets is an overhead expense contemplated as part of the Offeror's compensation under the terms and conditions of the scope of services items 4, 5, 6, and 7.

14. ENVIRONMENTAL PROTECTION:

- 14.1 Any of all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Offeror must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- 14.2 The Offeror and subcontractors shall not perform maintenance on over-the-road equipment at DMS locations. Maintenance of equipment that typically remain at the DMS (for example, track hoes, front-end loaders, grinders) may be conducted at the DMD provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.
- 14.3 The Offeror shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Judge or designee. The Offeror shall comply in a timely manner with all directions of the County Judge or designee regarding the use of a water truck or other approved dust abatement measures.
- 14.4 The Offeror shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.
- 14.5 The Offeror shall immediately report incidents to the County Judge or the authorized representative and document all incidents that affect the environmental quality of DMS locations. These incidents include but are not limited to hydraulic fluid leaks, oil spills, or fuel leaks.
- 14.6 The Offeror must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

15. DOCUMENTATION AND MEASUREMENT:

- 15.1 The Offeror is responsible for ensuring that all labor and equipment used for emergency push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- 15.2 All Offeror trucks used for collection and hauling of eligible debris from the County ROW to County-approved DMS locations or final disposal sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or its authorized representative. The Offeror shall provide a representative to approve to the certification/measuring process. It is the Offeror's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification and to notify the County of any discrepancies. Placards will

be attached to each certified truck and shall clearly state the truck measurement in cubic yards, Offeror name, assigned truck number, and other pertinent information, as determined by the County Judge or designee. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County-authorized representative each time it returns to work from other contracts or communities.

- 15.3 The Offeror is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- 15.4 Load tickets, unit rate tickets, haul-out tickets, time and material tickets, truck certification forms, truck placards, and other forms necessary for documenting eligible work must be provided by the Offeror. Load tickets will be used for recording volumes of debris removal. Unit rate tickets will be used for documenting unit rate services, such as hangers or leaning tree removal. Only tickets, certification forms, truck placards, and other documentation forms designated and approved by the County (or its designated monitor) will be authorized for use.
- i. Each ticket shall be of a type that consists of one (1) original and four (4) carbon-copy duplicates.
 - ii. Each ticket shall be used to document the location where the disaster-related debris was collected (that is, street address) and the amount picked up, hauled, reduced, and disposed of. The Offeror is responsible for ensuring all load and unit rate tickets capture location debris or work as completed, collection/disposal date, disposal location, percentage load call or measurement, and County-authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 - iii. Load tickets will be issued by the "monitor or other authorized representative of the County at the collection site. The County-authorized representative will complete the applicable portion of the load ticket and provide all five (5) copies to the vehicle operator. Upon arrival at the County-approved DMS or final disposal site, the vehicle operator will present the five (5) copies of the load ticket to the County--authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County-authorized representative present at the County-approved DMS or final disposal site. The County-authorized representative will validate, enter the estimated debris quantity, and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator, and the remaining two (2) copies will be provided to the Offeror.
 - iv. Loads of processed (for example, chipped) debris being hauled from a DMS to a County-approved final disposal site will follow the same load ticket procedures. A County-authorized representative will initiate the load ticket at the DMS. Another County-authorized representative will validate and sign the ticket at the County- approved final disposal site.
 - v. The Offeror shall give written notice of the location for work scheduled twenty- four (24) hours in advance.
- 15.5 Scope of service items that have rates based on one-way haul mileage shall have such mileage determined by geographic information system (GIS) geocoding and routing analysis of the mileage between load origin and DMS or County-designated final disposal site. The County shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to scope of services items 2, 3, and 7. In situations where the DMS address is a sufficient distance away from the debris site tower, the County may determine a mileage allowance for the distance from the DMS address to the DMS site tower.

Article VI. Contract Terms and Conditions

1. **CONTRACT:** This request for proposal (RFP), submitted documents, and any negotiations, when properly accepted by The County of Austin shall constitute a contract equally binding between the successful Offeror and The County of Austin.
2. **PATENTS/COPYRIGHTS:** The successful Offeror agrees to protect the County from claims involving infringements of patents and/or copyrights.
3. **TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expiration, completion, and acceptance of services, or default. The county reserves the right to terminate the contract immediately in the event the successful Offeror fails to:

3.1 Meet delivery or completion schedules.

3.2 Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another Offeror, purchase elsewhere, and charge the full increase cost to the defaulting Offeror.

Either party may terminate this contract with thirty (30) days written notice prior to either party stating cancellation. The successful Offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and property addressed to the other party at the address on the affidavit for the Offeror or to the County Judge or his designee, One East Main Street. Bellville, TX 77418

The County may terminate the contract in whole or in part without cause and for any reason, the County determines that such termination is in the best interest of the County. Upon receipt of the termination notice, all services hereunder of the successful Offeror and its employees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the successful Offeror shall prepare a final invoice within thirty (30) days of such termination reflecting the services actually performed pursuant to the contract and to the satisfaction of the County.

4. **PAYMENT:**

- 4.1 The County or its authorized representative will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Offeror will be provided with copies of this documentation. These documents will be used by the Offeror as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capability, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.
- 4.2 If private property debris removal is approved, private property debris removal operations will be invoiced separately from right-of-way (ROW) collection removal operations. The County reserves the right to request additional invoice separation by debris type (construction and demolition [C&D], vegetative, household hazardous waste [HHW], etc.); program (ROW collection, private property debris removal, etc.); and/or applicant(s) (municipalities located within the County).

- 4.3 No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- 4.4 The Offeror is responsible for paying all subcontractors used for services rendered within this scope of work. The Offeror shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- 4.5 Payment for disposal cost incurred by the Offeror at County-approved final disposal sites will be made at the cost incurred by the Offeror. The Offeror must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the final disposal site, an electronic copy tabulating all scale or load tickets issued by the final disposal site, and proof of Offeror payment to the final disposal site.
- 4.6 The Offeror must submit a final invoice within thirty (30) days of completion of the scope of work. Completion of the scope of work will be acknowledged in writing by the County Judge or designee. The final invoice must be marked "FINAL INVOICE". No additional payments will be made after the Offeror's final invoice.
- 4.7 In the event that any portion of this scope of work is to be funded by state or federal funds, the Offeror will comply with all requirements of the state or federal government applied to the use of the funds. The County will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA) or Federal Highway Administration (FHWA) unless the County otherwise agrees in writing.
- 4.8 The Offeror will retain all records pertaining to the services, and the contract for these services, and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.
5. PRICE RE-DETERMINATION: A price re-determination may be considered by the County only at the anniversary date of the contract. The request for a price re-determination shall be submitted sixty (60) days prior to the renewal date of the contract and may be considered by the County for the subsequent annual renewal option and shall be substantiated in writing by the Consumer Price Index (CPI). Baseline for CPI will be the index announced for September each year. Price increases of individual items will be held to no more than three (3%) percent per item above the previously established price. The County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of the County. Price increases and decreases may be allowed on renewal terms but shall remain firm for the entire re-determination period.

The base period for comparison for price re-determination will be upon the Consumer Price Index for All Urban Consumers (CPI-U): U.S. County average, by expenditure category and commodity and service groups, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for all items. Each agreed-upon re-determination of prices shall be established through the issuance of a modification to this contract, signed by the successful Offeror and the County stating re-determined prices that will apply during the re-determination period.

6. OWNERSHIP: All debris residing in the County ROW and County-provided debris management site (DMS) locations shall be the property of the County until final disposal at a properly permitted disposal site.
7. DAMAGES: The Offeror shall repair any damages caused by the Offeror's equipment in a timely manner at no expense to the County. If there is a disagreement between a resident and the Offeror as to the repair of damages, the County shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Offeror's expense. Failure to restore damage to public property or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the County deems the Offeror negligent in management practices, the County may withhold from retainage money or invoice the Offeror for time and material costs associated with resolving issues or damages related to the Offeror's work.

8. **GOVERNMENTAL ENTITIES:** Governmental entities utilizing intergovernmental contracts with The County of Austin will be eligible but not obligated to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before the order is placed. All purchases by governmental entities other than The County of Austin will be billed directly to that governmental entity and paid by that governmental entity.

The County of Austin will not be responsible for another governmental entity's debts. Each governmental entity will order its own material as needed. The quantities furnished in this RFP are for The County of Austin only. It does not include quantities for any other governmental jurisdiction.

Article VII. Pre-Proposal Conference

No pre-proposal conference is scheduled.

Article VIII. Liquidated Damages

Should the Offeror fail to complete the requirements set forth in the scope of work, the County will suffer damage. The amount of damage suffered by the County is difficult, if not impossible, to determine at this time. Therefore, the Offeror shall pay the County, as liquidated damages, the following:

1. If the Offeror fails to mobilize in the County with the resources required to begin debris removal operations within seventy-two (72) hours of being issued the notice to proceed, the Offeror shall pay the County, as liquidated damages, two-thousand dollars (\$2,000.00) per calendar day of delay.
2. The Offeror shall pay the County, as liquidated damages, one hundred dollars (\$100.00) per load of disaster debris collected in the County that is not disposed of at a County-approved DMS or final disposal site. Application of liquidated damages does not release the Offeror of all liability associated with hauling and depositing material to an unauthorized location.
3. The Offeror shall pay the County, as liquidated damages, one hundred dollars (\$100.00) per incident where the Offeror fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of two (2) bushel baskets remain, no debris is left on the road surface, and no single piece of debris larger than twelve (12) inches remains on site. Application of liquidated damages does not release the Offeror from the responsibility of sufficiently cleaning the collection site(s).
4. The Offeror shall pay the County, as liquidated damages, five hundred dollars (\$500.00) per incident where the Offeror fails to repair damages that are caused by the Offeror or subcontractor(s). Application of liquidated damages does not release the Offeror from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and the proper number of liquidated damages the County would suffer in the aforementioned examples.

Article IX. Data to Accompany Proposal

The attached letter form proposal should be completed by each Offeror in such detail as to facilitate a comprehensive analysis. If the Offeror is or is to be a newly formed corporation, a financial statement relating thereto must be furnished showing the amount of capital pledged or paid in by the stockholders, together with personal financial statements and business and personal references of the individual stockholders. All information submitted shall be held in strict confidence when so requested in writing by the Offeror.

In summary, the proposal shall be accompanied by the following:

1. **Cover Letter:** This letter will briefly summarize the Offeror's understanding of the scope of work and make a positive commitment to perform the work in a professional and timely manner. The letter should name all of the persons authorized to make representations for the offeror, including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Offeror must sign the letter of transmittal indicating the agent's title or authority. The letter should not exceed two (2) pages in length.
2. **Type of Business:** The Offeror shall identify the type of business entity involved (for ex: sole proprietorship, partnership, corporation, or joint venture). The Offeror shall identify whether the business entity is incorporated in Texas, another state, or a foreign County.
 - 2.1 If Offeror is a newly formed corporation, provide:
 - i. Financial statement showing the amount pledged or paid-in capital.
 - ii. List of stockholders and percent of stock held by each.
 - iii. Personal financial statements of individual stockholders.
 - iv. Personal and business references of individual stockholders.
 - 2.2 If the Offerors firm is a corporation, it shall be certified with the Texas Secretary of State and have a corporate status in good standing. Out-of-state corporations must present evidence of authority to do business in Texas.
3. **Federal Employer Identification Number (FEIN):** Provide the FEIN of the Offeror.
4. **Social Security Number (SSN):** In the case of sole proprietorship or partnership, provide SSNs for all owners/partners.
5. **Principals:** The proposal must name all persons or entities serving or intending to serve as principals in the Offerors firm. Identify each principal of the firm and any other key personnel who will be professionally associated with the development and/or presentation of the proposal.
6. **Offeror Background Information:** At a minimum, this information should include the information requested herein:
 - 4.1 Address any litigation that the firm has been involved in over the past five (5) years or may be involved in;
 - 4.2 Indicate whether the firm has had any contracts terminated due to non-performance within the past five (5) years;

4.3 Identify adverse actions sanctioned by any regulatory authorities against the Offerors firm within the past five (5) years.

- 7. Existing Contracts: The Offeror shall provide a list of current contracts. The Offeror shall include a graph or other informational diagram/format indicating allocated and available resources. Indicate commitment and availability of staff and resources to The County of Austin.
- 8. Experience/Past Performance: The Offeror must list and provide the required information from debris removal projects in excess of 500,000 cubic yards within the past five (5) years. Information provided from projects with less than 500,000 cubic yards will not be reviewed. Required information from each project listed includes total cubic yards collected, the total dollar amount of each project, and the corresponding amount reimbursed to the applicant. The Offeror must also provide a contact person, telephone number, fax number, and e-mail address for each project. See below for an example format:

Project	Date	Total CY	Total Dollar Amount Invoiced	Contact
County, State	MM/YY To MM/YY	000,000	\$0,000,000	Name Title Phone Number Fax Number E-mail Address

- 9. Licenses and Certificates: List any licenses or certifications related to the scope of work described in this RFP. State if the Offeror does not have any related or applicable licenses or certifications.
- 10. Financial Statements: Demonstrate the Offeror’s financial ability to provide the proposed services to the County for the term of the contract. The Offeror shall provide detailed financial information, including but not limited to the following:
 - 10.1 Copies of audited financial statements for the Offeror that is proposed to sign the agreement, for the two (2) most recent fiscal years. **For the purposes of this RFP, submit proprietary information under separate cover and submit only one statement (no need for reproduction).**
 - 10.2 If the Offeror that will sign the agreement has a parent company or is proposing a joint venture, the parent company or joint venture company/s must also provide audited financial statements for the most recent two (2) fiscal years. The parent company must provide a statement indicating its intent and means to provide financial assurance of performance. **For the purposes of this RFP, submit proprietary information under separate cover and submit only one statement (no need for reproduction).**
 - 10.3 If the Offeror that will sign the agreement has been in existence less than three (3) years, the Offeror must provide sufficient financial data to substantiate, to the satisfaction of the County, the Offeror’s financial capability and viability of the Offeror. **For the purposes of this RFP, submit proprietary information under separate cover and submit only one statement (no need for reproduction).**
 - 10.4 In addition to the audited financial statements, the Offeror must provide a statement from the Chief Financial Officer indicating that there has been no material change in the financial circumstances of the Offeror (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements.
 - 10.5 Financing of the services and equipment will be the sole responsibility of the successful Offeror. The Offeror must demonstrate that it can provide the required financing from either internally generated funds or commitments from external sources.

11. Insurance Requirements: The Offeror shall provide evidence of the ability to meet the insurance requirements set forth in the County's RFP and agreement by providing a certificate of insurance on ACORD Form 25. The Offeror will either cover subs performing services under the scope of work or require such subs to acquire and maintain the same coverage as specified herein Article XVII, Insurance and Liability.
12. Project Understanding and Technical Approach: The Offeror shall provide a statement demonstrating an understanding of the services and support required by this RFP. The Offeror shall describe how they will approach the project and the method they will use to perform the services described in the scope of services. The technical approach must also outline the following:
 - i. Ability to manage activation of multiple contracts;
 - ii. Methods for mobilization/demobilization;
 - iii. Documenting and processing of damage claims;
 - iv. Invoicing and data management.
13. Personnel: The Offeror shall provide a list of personnel assigned to the County in the event of contract activation. Information shall be presented in tabular form. The list shall include, but is not limited to, the following:
 - i. Contact persons, including telephone numbers and e-mail addresses;
 - ii. Project manager (must have five (5) years' experience);
 - iii. Operations manager (must have three (3) years' experience);
 - iv. Other key personnel assigned to the project/this agreement.
14. Resumes: The Offeror shall provide resumes for the project manager, operations manager, and other key personnel proposed for this program.
15. Typical Debris Management Site Safety Plan and Operational Plan: The Offeror shall provide a description of the firm's typical DMS safety plan and operational plan. Any changes to the site safety plan or operational plan must be provided to the County and are subject to County approval. The County also reserves the right to request changes to the Offeror's site safety plan or operational plan.
16. Subcontracting Plan: Provide a subcontracting plan that includes a clear description of subcontracting protocols and procedures, the percentage of work the Offeror may subcontract, and a list of potential subcontractors the Offeror intends to use for this project. Changes to the subcontracting plan provided in the proposal must be communicated to the County and are subject to approval by the County.
17. References: The Offeror shall submit with this proposal a list of at least three (3) references for whom the firm has performed like services or similar projects. The references must be from projects where more than 250,000 cubic yards of debris were removed. Include name of reference, address, telephone number, and name of the reference.
18. Proposal Pricing/Delivery: The Offeror shall submit County's Unit Price Proposal Response form/s included in the RFP documents. For any item indicated as \$0.00, a narrative must be provided to explain how this cost will be assessed if the item is encountered.
19. Proposal Security: refer to Article VIII above.

20. Optional: The Offeror may submit a proposal on CD ROM in addition to required copies, for ease of evaluation.

The foregoing information and documentation shall accompany each proposal in order for it to receive prompt and equitable consideration. Failure to provide complete information will be sufficient grounds to disregard any proposal.

Article X. Conflict of Interest Questionnaire

Chapter 176 of the Texas Local Government Code requires a person who contracts or seeks to contract for the sale or purchase of property, goods or services with a local governmental entity or agent thereof to file a conflict of interests disclosure statement with the governmental entity prescribed.

“Person” shall be defined as described in Attorney General Opinion No. GA-0446, which clarifies a partnership, corporation, or any other corporate entity, is a “person” subject to Chapter 176 requirement.

A Conflict-of-Interest Questionnaire Form (CIQ) must be submitted not later than the seventh (7th) business day after the date the Offeror submits their response to this RFP. Also, it may be submitted with the RFP.

Article XI. Evaluation Criteria

The award of the contract shall be made to the responsible Offeror whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the RFP in accordance with the Texas Local Government Code, Chapter 262.

The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Percentage</u>
Total Proposed Price	35%
1. Total cost of proposal	
Experience and past performance related to providing similar services	35%
1. Offeror background information;	
2. Demonstrated experience and past performance in providing similar services;	
3. Qualifications of personnel and resumes;	
4. References.	
Demonstrated ability to perform the required work	30%
1. Existing contracts;	
2. Licenses and certificates;	
3. Financial stability;	
4. Bonding capability;	
5. Project understanding and technical approach;	
6. Typical debris management site safety plan and operation plan.	

Discussions may be conducted with responsible Offerors who submit proposals most likely to be selected for award. All Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers as determined to be in the best interest of Austin County.

Article XII. Examining Documents

The Offeror should examine the Proposal Response Form, Specifications, and the General Requirements before submitting a proposal. Submitting a proposal (to include proposal response form and Statement of Qualifications with their proposal response) will be considered evidence that the Offeror has performed this examination. Failure of an Offeror to acquaint himself adequately with such conditions, facilities, difficulties, restrictions, and requirements will not relieve the Offeror of his obligation to perform the entire contract at the price set forth in his Agreement.

Article XIII. Preparing the Proposal

The County of Austin may either solicit unit prices or lump sum prices in a Request for Proposal. The Notice to Offerors will identify the method of purchase for this project. This section explains both methods. The Offeror should refer to the Notice to Offerors to determine whether it is a unit price or lump sum price solicited.

Submit the proposal on the form(s) provided by the County. A submitted proposal that alters the content of the form furnished by the County will be considered non-responsive. All entries must be in ink. All blank spaces in the proposal response form should be filled out completely, and all numbers set forth both in words and figures.

If the proposal furnished with this project requires an offer on a unit price/estimated quantity basis, the Offeror shall enter a unit price in the space provided therefore and a total Item price based upon the estimated quantities shown on the Unit Price Proposal Form. Unit prices entered shall be the full price to County including materials, labor, services, rentals, overhead profit, etc., for the work described.

Quantities shown reflect estimates from (dept) and are assumed correct for proposal purposes. The official total base proposed amount for this proposal will be determined by multiplying the unit proposed price for each item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts. In case of error the unit prices shall govern, and computations will be checked for accuracy before award is made.

If the proposal furnished with this project requires an offer on a lump sum basis, the Offeror shall enter the total price on the Lump Sum Proposal Form. In addition, a schedule of values showing the breakdown of the total price will be filled out. The schedule of values will establish prices for the individual work so that if modifications to the contract are necessary, then the cost of the modifications is easily resolved. Lump-Sum amount shown will control in determining the lowest and best proposal.

Execute the Proposal in ink. Provide the complete and correct name of the Offeror submitting the proposal. The proposal must be signed by the person or persons authorized to bind the contract.

The County of Austin is a tax-exempt agency. Bidders shall not include Federal taxes or State of Texas limited sales excise and use taxed in bid prices. An exemption certificate will be furnished upon request.

Article XIV. Delivery of Proposal

Proposals shall be submitted as follows: In a sealed envelope with original and four (4) complete copies in addition to an electronic version on an industry-recognized “flash” or “thumb” drive. The envelope shall be plainly marked DEBRIS REMOVAL RFP EM-001-0022, and the name and address of the Offeror. All forms in Proposal Packet are to be completed and returned with Proposal Response Form plus requirements found in Article. IX; “Data to Accompany Proposal”. Proposals are to be addressed and delivered to the County of Austin, c/o County Judge, One East Main Street. Bellville, TX 77418, The County of Austin not later than 4:00 PM on July 21st, 2022.

Article XV. Selection Process

After receipt of RFP responses, the proposals will be evaluated and ranked according to scores. The Offeror must be able to submit a cost proposal on short notice at a later date.

Shortly after the receipt of the Proposal Response, the Evaluation Committee will evaluate and rank them according to scores and select a recommendation to The County of Austin Commissioner’s Court.

Upon selection, fee negotiations will commence with the selected Offeror(s)/firm(s) on a schedule determined by The County of Austin. If an agreement cannot be reached with the first selected Offeror/firm, the negotiations will pass to succeeding Offerors/firms in order of ranking until an agreement is reached.

Article XVI. Workers Compensation Certification

The offeror shall certify in writing that he provides Worker’s Compensation Insurance for all employees of the Offeror. The Offeror shall require all subcontractors to provide a similar certificate to the Offeror and the Offeror shall furnish such certificates to The County of Austin

An Offeror shall:

1. Provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements.
2. Provide a certificate of coverage showing workers’ compensation coverage to the governmental entity prior to beginning work on the project.
3. Provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing an extension of coverage, if the coverage period shown on the Offeror’s current certificate of coverage ends during the duration of the project;
4. Obtain from each person providing services on a project, and provide the governmental entity:
 - 4.1 a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 4.2 no later than seven (7) days after receipt by the Offeror, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Offeror knows or should have known, of any change that materially affects the provisions of coverage of any person providing services on the project;
7. Post a notice on each project site informing all persons providing services on the project that they are required to be covered and stating how a person might verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 2: 28 TAC 110.110(d) (7) of this section, provided by the commission on the sample notice without any additional words or changes; and
8. Contractually require each person with whom it contracts to provide services on a project to:
 - 8.1 Provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all employees providing services on the project, for the duration of the project;
 - 8.2 Provide a certificate of coverage to the contractor prior to beginning work on the project;
 - 8.3 Include in all contracts to provide services on the project the language in the subsection below;

“By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers’ compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commission’s Division of Self- Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.”
 - 8.4 Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 8.5 Obtain from each other person with whom it contracts, and provide to the contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the project; and
 - ii. prior to the end of the coverage period, a new certificate of coverage showing an extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project; and
 - 8.6 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - 8.7 Notify the governmental entity in writing by certified mail or personal delivery, within thirty (30) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 8.8 Contractually require each other person with whom it contracts, to perform as required by subparagraphs (a) – (h) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing

services.

Article XVII. Insurance and Liability

The work shall not be commenced by Contractor until after the policy, or policies, evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give County thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been filed with the County.

In the event the Insurer refuses to provide the County with notice as detailed, the Contractor agrees to provide notice in writing immediately and shall suspend all work until insurance is restored and proof, in a form acceptable to the County, is provided.

The Contractor, at his/her expense, shall purchase and maintain in force at all times during the term of this Contract, until the Project is finally completed and accepted by County, the insurance with limits not less than indicated below.

No policy shall contain any exclusion for the explosion, collapse, or underground coverage. Identify the **project number** and **name** in the Certificate of Liability.

1. Commercial General Liability:

<u>Bodily Injury</u> /	<u>Property</u>
Damage Each	Annual
Occurrence	Aggregate
 \$1,000,000	 \$2,000,000

A designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. The County of Austin is to be named as additional insured and a waiver of subrogation is required for this policy.

2. Automobile Liability Covering:

Owned Automobiles
on-owned Automobiles (including Hired Automobiles) and those of independent contractors.

All must be marked on the Certificate of Liability Form as applicable to vehicles that will be utilized on the job site. Only those vehicles that are insured under the Certificate of Insurance are permitted at the job site.

Bodily Injury / Property Damage
Per Occurrence

\$1,000,000

The County of Austin is to be named as additional insured and a waiver of subrogation is required for this policy.

3. Umbrella (excess liability policy) or additional limits on foregoing risks \$1,000,000.00. **The policy must be a Commercial General Liability “follows form.”**

4. Workers Compensation Insurance Certificate

Employer’s Liability Coverage Limit: \$500,000.

All insurance must be written by insurance companies that are rated in the A.M. Best Rating Guide – Property & Casualty with a policyholder’s rating of A, and a financial size category of Class VII. **A waiver of subrogation is required for this policy.**

THE COUNTY OF AUSTIN
GENERAL REQUIREMENTS

It is understood that the County of Austin, Texas reserves the right to accept or reject in part or in whole any proposal submitted and to waive informalities for the best interest of the County. The award of this contract shall be made to the Offeror who provides the lowest evaluated offer resulting from negotiations in accordance with the laws of the State of Texas.

The County of Austin is aware of the time and effort you expend in preparing and submitting proposals to the County. Please let us know of any proposal requirements that are causing you difficulty in responding to our request for proposals. We want to make the process as easy as possible so that all responsible Offerors can compete for the County's business.

The County of Austin will not be liable for any costs incurred by any Offeror in preparing a response to this RFP. Offerors submit proposals at their own risk and expense. The County of Austin makes no guarantee that any services will be purchased as a result of this RFP and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of the County of Austin.

Offerors shall thoroughly examine the specifications, schedule, instructions, and all other contract documents. Offerors shall make all investigations necessary to thoroughly inform themselves regarding facilities for delivery of materials and equipment as required by this solicitation. No plea of ignorance by the Offeror of conditions that exist or that may here after existing as a result of failure to fulfill in every detail the requirements of the contract document, will be accepted as a basis for varying the requirements of the County or the compensations to the Offeror.

Oral explanations and oral instructions are given during the pre-proposal process are not binding. Only requirements included in the proposal and associated specifications and plans in subsequent County-issued written addenda are binding.

If an Offeror is in doubt as to the meaning of any part of the Specifications or other Contract Documents, or if he discovers what he considers to be a discrepancy, omission, or conflict in such Contract Documents, he shall immediately contact the **County of Austin Office of Emergency Management** via email: emgt@austincounty.com; and advise of such by written notice or request for an interpretation of same. If such written notice or request is delivered to the **County of Austin - County Judge's Office, Emergency Management Coordinator/Debris, the County of Austin, One East Main Street, Bellville, TX 77418** prior to five (5) calendar days before the time set for opening proposals (July 21, 2022; 4:00 pm), the **County of Austin Emergency Management Coordinator** shall issue a written addendum forwarded to all persons who, to the knowledge of the County, are prospective Offerors, setting out any corrections to such Contract Document or County's interpretation thereof, as the case may be.

ADDENDA: Any interpretations, corrections, or changes to this Request for Proposal and specifications will be made by addenda. Roy Mercer, Emergency Management Coordinator, shall issue all addenda. Addenda's will be mailed to all that is known to have received a copy of this Request for Proposal. **Offerors must acknowledge receipt of all addenda by including a signed and dated copy in their Proposal Response packet.**

FUNDING: Funds for payment have been provided through the County of Austin budget approved by the County of Austin County Council for the fiscal year only. The state of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which the budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval. The Fiscal Year for the County of Austin extends from October 1st of each calendar year to September 30th of the next calendar year.

DELIVERY OF PROPOSALS: No proposal or modification to a proposal or inclusion of addendum to a response proposal shall be made orally or by telephone, telegraph, or facsimile transmission (fax).

When submitting by mail, place the envelope in another sealed envelope and address as indicated in the official advertisement. Proposals that do not arrive in the hands of the Letting Official at the location described in the official advertisement, on or before the time and date set for the opening, will not be accepted and will be considered a late proposal.

LATE PROPOSALS: the County of Austin is not responsible for lateness or non-delivery of mail by the carrier, etc. The County of Austin cannot accept a proposal after the closing hour advertised. Proposals received in the County Judge’s Office after the submission deadline will be considered non-responsive. Late proposals will not be opened until a contract is approved, and one copy of the proposal will be filed with the permanent file. The County of Austin will not be responsible for unmarked/improperly marked proposals or for proposals delivered to the wrong location.

REVISING PROPOSALS: Revisions to Proposals will be handled as follows:

1. **Before Submission and prior to Proposal Opening.** In ink, make desired changes, including interlineations, alterations, or erasures, and initial the changes to guarantee authentic County.
2. **After Submission and prior to Proposal Opening.** Withdraw the proposal in accordance with “Withdrawing Proposals” below. In ink, make desired changes and initial the changes. Resubmit to the letting official in accordance with Article XIV, “Delivery of Proposal”, the County will not make revisions to a Proposal on behalf of an Offeror.
3. **After Proposal Opening.** Proposal revisions are not allowed after the time of proposal opening.

WITHDRAWAL OF PROPOSALS: A Proposal may be withdrawn by written fax or telegraphic request received by County Judge’s Agent prior to the time fixed for proposal opening. Two (2) signed copies of any such telegraphic or fax withdrawal should be forwarded immediately to County in a sealed envelope properly marked to identify the contents.

PROPRIETARY MATERIAL: All **PROPRIETARY** information must be clearly marked and identified as such. Failure to mark it as proprietary information may result in the information being released to the public. The County does not take any responsibility for determining whether information is proprietary. All other information submitted is subject to be released under the Texas Public Information Act or other applicable law.

CONFIDENTIAL MATERIAL: All material that is to be considered confidential in nature must be clearly identified as such and will be treated as confidential by the County of Austin to the extent allowable in the Texas Public Information Act.

PROPOSAL PROCESS: Proposals will be opened so as to avoid disclosure of contents to competing offerors and will be kept secret during the process of negotiations. All proposals submitted will be opened for public inspection after the contract has been awarded, **except for trade secrets and confidential information contained in the proposal and clearly identified as such.**

Discussions may be had with responsible offerors who submit proposals determined reasonably susceptible of being selected for award. Offerors will be accorded fair treatment with respect to an opportunity for discussion and revision of proposals. Revisions may be permitted after submission and before award for the purpose of obtaining the best and final offer.

NON-RESPONSIVE PROPOSALS: A proposal that has one or more of the deficiencies listed below is non-responsive and will not be considered.

1. The proposal is not signed by the person or persons authorized to bind the contract.
2. The proposal does not contain the requirements requested in Article IX, "Data to Accompany Proposal".
3. The proposal was not in the hands of the letting official as per the time and location specified in the advertisement.
4. The Offeror submits more than one proposal, under the same or different name, for a specific proposed contract. (An Offeror may submit a proposal and participate as a material supplier, **subcontractor**, or both to any or all Offerors contemplating submitting a proposal for this work).
5. The Offeror did not attend a specified mandatory pre-proposal conference as required by law.

TIE PROPOSALS: If two responsible Offerors submit the lowest and best proposal, the County shall decide between the two by drawing lots in a manner prescribed by the County Judge.

AWARD OF CONTRACT: The County reserves the right to reject any or all proposals, to accept the proposal or proposals it considers most advantageous, to waive irregularities or formalities in proposing, and to hold all proposals for thirty (30) days after the date scheduled for opening such proposals.

The award of this contract shall be made to the responsible Offeror, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of evaluation factors set forth in the RFP.

Before a contract is awarded, the apparent responsible Offeror, upon request by the County, shall furnish to County all or any portion of the following:

A verified statement of his financial condition during the three (3) month period prior to the proposal opening, his experience record, a list of his proposed subcontractors, a schedule of his equipment, and such other evidence of his ability to complete the Project in the manner specified in the Contract Documents as the County may request.

The Offeror whose proposal is accepted by County under the RFP shall within ten (10) days after receipt of notice that his proposal has been accepted, execute a Contract with County.

CONTRACT: The proposal, accompanying documents, and any negotiated terms, when properly executed and signed by the County of Austin, shall constitute a contract equally binding between the successful Offeror and the County of Austin.

CONTRACT CHANGES: No oral statements of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing and approved by the County of Austin.

ASSIGNMENT OF CONTRACT: The services to be performed by the Offeror shall not be sold, assigned, sublet, or transferred nor shall the Offeror assign any monies due or to become due to him/her under any contract entered, in whole or in part, without the written consent of the County pursuant to these specifications.

TERMINATION FOR DEFAULT: the County of Austin reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County of Austin in the event of breach or default of this contract. The County of Austin reserves the right to terminate the contract immediately in the event the successful Offeror fails to perform in accordance with the accepted proposal. Breach of contract or default authorizes the County to award to another Offeror, retain services elsewhere and charge the full increase in cost to the defaulting Offeror.

EXCEPTIONS AND SUBSTITUTIONS: All proposals meeting the intent of this request for proposal will be considered for negotiations. Offerors taking exceptions to the specifications or offering substitutions shall state these exceptions by attachment as part of the proposal. The absence of such a list shall indicate that the Offeror shall be responsible for performing in strict accordance with the specifications of the Request for Proposals. The County of Austin reserves the right to accept any and all or none of the exceptions and/or substitutions deemed to be in the best interest of the County.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

ETHICS: The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, elected or appointed official, or agent of the County of Austin.

GRATUITIES: Do not offer County employees benefits, gifts, or favors. Failure to honor this policy may result in the termination of the Contract. Termination of the Contract will be in accordance with the General Conditions.

No Public Official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

APPLICABLE LAWS AND VENUE: The successful firm agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate county or State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended. The parties herein agree that this contract shall be enforceable in the County of Austin Texas.

HOLD HARMLESS AGREEMENT: Successful Offeror shall defend, indemnify and save harmless the County of Austin and all its officers, agents, and employees from all suits, actions, or other claims of any character, and description brought for or on account of any injuries or damages received or sustained by any person or property on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under any contract which may result from proposal award. Successful Offeror shall pay any judgment with cost that may be obtained against the County of Austin growing out of such injuries.

LAWS, REGULATIONS, AND PERMITS: The Offeror's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

COUNTY RFP NO. EM 001- 2022
DISASTER DEBRIS REMOVAL, REDUCTION DISPOSAL
AND OTHER EMERGENCY SERVICES
County of Austin
RFP No. EM-001-2022
DISASTER DEBRIS REMOVAL, REDUCTION DISPOSAL
AND OTHER EMERGENCY SERVICES

Proposal Response Form - Pricing Schedule

A. Right of Way (ROW) Clearing and/or removing debris from the public right-of-way, streets, and roads

1. Load and Haul vegetative debris to a Debris Management Site (DMS):

- \$ _____ per cubic yard for 0-5 miles, one-way haul
- \$ _____ per cubic yard for 5.1 - 10 miles, one-way haul
- \$ _____ per cubic yard for 10.1 - 15 miles, one-way haul
- \$ _____ per cubic yard for 15.1 - 30 miles, one-way haul
- \$ _____ per cubic yard for 30.1 – 60 miles, one-way haul
- \$ _____ per cubic yard for 60.1 – 90 miles, one-way haul

2. a. Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site (DMS)

- \$ _____ per cubic yard for 0-5 miles, one-way haul
- \$ _____ per cubic yard for 5.1-10 miles, one-way haul
- \$ _____ per cubic yard for 10.1-15 miles, one-way haul
- \$ _____ per cubic yard for 15.1-30 miles, one-way haul
- \$ _____ per cubic yard for 30.1 – 60 miles, one-way haul
- \$ _____ per cubic yard for 60.1 – 90 miles, one-way haul

b. Load and Haul C&D and Mixed Debris directly to final disposal

- \$ _____ per cubic yard for 0-10 miles, one-way haul
- \$ _____ per cubic yard for 10.1-25 miles, one-way haul

\$ _____ per cubic yard for 25.1-35 miles, one-way haul

\$ _____ per cubic yard for 35.1-50 miles, one-way haul

\$ _____ per cubic yard for 30.1 – 60 miles, one-way haul

\$ _____ per cubic yard for 60.1 – 90 miles, one-way haul

B. Management and operation of DMS to accept, process, and reduce disaster-related bris

1. The cost associated with managing, accepting, processing, and reducing vegetative debris through grinding

\$ _____ per cubic yard

2. The cost associated with managing, accepting, processing, and reducing vegetative debris through burning,

\$ _____ per cubic yard

3. The cost associated with managing, accepting, processing, and reducing construction and demolition debris through compaction

\$ _____ per cubic yard

C. Haul out

Haul out residual debris to final disposal

\$ _____ per cubic yard for 0-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

\$ _____ per cubic yard for 30.1- 60 miles, one-way haul

\$ _____ per cubic yard for 60.1 – 90 miles, one-way haul

D. Right of Way (ROW) stumps

Removal and Disposal of hazardous stumps from the ROW

24” diameter and up, but less than 36” diameter: \$ _____ ea.

36” diameter and up, but less than 48” diameter: \$ _____ ea.

48” diameter and up, but less than 72” diameter: \$ _____ ea.

Equal to or greater than 72” diameter: \$ _____ ea.

Removal of non-hazardous stumps from the ROW placed There by others (as per FEMA Stump Conversion Table) \$ _____ ea.

E. Right of Way (ROW) cutting partially uprooted or split trees (Leaners)

Falling partially uprooted or split trees from the ROW or the overhanging portion of the ROW and placing the debris in the ROW for removal as ROW debris

- 1. Partially uprooted leaner (price is inclusive of excavating the root ball and placing it in the ROW)

*Less than 24” \$ _____ per tree

*24 – 36” \$ _____ per tree

*Greater than 36” \$ _____ per tree

* Diameter of the tree at 2 feet from the base

F. Right of Way (ROW) removal of dangerous hanging limbs (Hangers)

Removing hanging or partially broken limbs from trees in the ROW or limbs hanging over the ROW and placing the debris in the ROW for removal as ROW debris

\$ _____ per tree

G. Private Property Debris Removal (PPDR)

Load and Haul vegetative debris to a Debris Management Site (DMS):

\$ _____ per cubic yard for 0-5 miles, one-way haul

\$ _____ per cubic yard for 5.1-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

Load and Haul Construction and Demolition (C&D) debris to a Debris Management Site (DMS)

\$ _____ per cubic yard for 0-5 miles, one-way haul

\$ _____ per cubic yard for 5.1-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

Load and Haul C&D directly to final disposal

\$ _____ per cubic yard for 0-10 miles, one-way haul

\$ _____ per cubic yard for 10.1-25 miles, one-way haul

\$ _____ per cubic yard for 25.1-35 miles, one-way haul

\$ _____ per cubic yard for 35.1-50 miles, one-way haul

The cost associated with the removal of PPDR hazardous stumps will be invoiced utilizing the following categories:

- 24” diameter and up, but less than 36” diameter: \$ _____ ea.
- 36” diameter and up, but less than 48” diameter: \$ _____ ea.
- 48” diameter and up, but less than 72” diameter: \$ _____ ea.
- Equal to or greater than 72” diameter:
- Uprooted or Split Trees (Leaners) \$ _____ ea.

Falling partially uprooted or split trees from private property or the overhanging portion of the private property and placing the debris on the property or the ROW debris for haul off as PPDR debris

- *Less than 24” \$ _____ per tree
- *24 – 36” \$ _____ per tree
- *Greater than 36” \$ _____ per tree

* Diameter of the tree at 2 feet the from base

Removal of dangerous hanging limbs (Hangers)

Removing hanging or partially broken limbs from trees in ROE or limbs hanging over the ROE and placing the debris on the private property or in the ROW for haul-off as PPDR debris.

\$ _____ per tree

H. Canal silt removal and disposal

Marine-based removal:

- 0-5 mile one way haul \$ _____ per cubic yard
- 5.1-10 mile one way haul \$ _____ per cubic yard
- 10.1-15 mile one way haul \$ _____ per cubic yard

Land-based removal:

- 0-5 mile one-way haul \$ _____ per cubic yard
- 5.1-10 mile one-way haul \$ _____ per cubic yard
- 10.1-15 mile one-way haul \$ _____ per cubic yard

I. Drainage ditches silt and debris removal

Ditch width 0-4.0 feet \$ _____ per linear foot

Ditch width 4.1-8 feet \$ _____ per linear foot

Ditch width 8.1-12 feet \$ _____ per linear foot

Ditch width 12.1-16 feet \$ _____ per linear foot

Ditch width 16.1-20 feet \$ _____ per linear foot

Ditch width 20.1-30 feet \$ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris. Silt to be hauled and disposed of at \$ _____ per cubic yard

J. Cleaning and clearing of storm drain lines

Drain Line Diameter 0-15.0 inches \$ _____ per linear foot

Drain Line Diameter 15.01-36 inches \$ _____ per linear foot

Debris to be placed on the ROW for collection as regular debris. Silt to be hauled and disposed of at \$ _____ per cubic yard

K. Cleaning and clearing of catch basins and inlets

4' X 4' \$ _____ each

8' X 8' \$ _____ each

10' X 10' \$ _____ each

20' X 20' \$ _____ each

L. Sand collection (Public Property) and screening rate

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).

\$ _____ per cubic yard for 0-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one way haul

Sand collection (Private Property) and screening rate

Removal and collection of debris-laden sand from public property. Debris-laden sand will be hauled to a designated location, screened, and stockpiled at a debris management site(s) and clean sand returned and dumped on the beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).

\$ _____ per cubic yard for 0-15 miles, one-way haul

\$ _____ per cubic yard for 15.1-30 miles, one-way haul

\$ _____ per cubic yard for 30.1-60 miles, one-way haul

M. Backfill

Supply and placement of clean fill dirt into holes created by stump removal in the ROW.

\$ _____ per cubic yard

N. Removal and destruction of carcass

\$ _____ per pound

O. Loading and hauling of white goods

\$ _____ per unit

P. Removal and disposal of freon

\$ _____ per unit

Q. Sunken vessel removal

Price proposal for vessel salvage and recovery:

1. Marine-based salvage operations:

a. Recreational vessels up to 24' in length

1. Flat & V- Hulled Vessels \$ _____ per linear foot

2. Keeled Vessels \$ _____ per linear foot

b. Recreational vessels 25' up to 35' in length

1. Flat & V- Hulled Vessels \$ _____ per linear foot

2. Keeled Vessels \$ _____ per linear foot

c. Recreational vessels 35' up to 36' in length

1. Flat & V- Hulled Vessels \$ _____ per linear foot

2. Keeled Vessels \$ _____ per linear foot

d. Recreational vessels 36' up to 48' in length

1. Flat & V- Hulled Vessels \$ _____ per linear foot

2. Keeled Vessels \$ _____ per linear foot

e. Recreational vessels above 48' in length

1. Flat & V- Hulle Vessels \$ _____ per linear foot

2. Keeled Vessels \$ _____ per linear foot

2. Land-based salvage operations:

a. Recreational vessels up to 24' in length

1. Flat & V- Hulled Vessels \$ _____ per linear foot

2. Keeled Vessels \$ _____ per linear foot

b. Recreational vessels 25' up to 35' in length

1. Flat & V- Hulled Vessels \$ _____ per linear foot

2. Keeled Vessels \$ _____ per linear foot

c. Recreational vessels 25' up to 36' in length

1. Flat & V- Hulled Vessels \$ _____ per linear foot

2. Keeled Vessels \$ _____ per linear foot

d. Recreational vessels 36' up to 48' in length

1. Flat & V- Hulled Vessels \$ _____ per linear foot

2. Keeled Vessels \$ _____ per linear foot

e. Recreational vessels above 48' in length

- 1. Flat & V- Hulle Vessels \$ _____ per linear foot
- 2. Keeled Vessels \$ _____ per linear foot

R. Derelict vehicle and vessel removal (from land)

Pricing proposal for vehicle and vessel recovery:

- 1. Transfer/Tow of typical passenger car: \$ _____ ea.

- 2. Transfer/Tow and handling of Recreational vessels up to 24' in length
 - a. Flat & V- Hulled Vessels \$ _____ per linear foot
 - b. Keeled Vessels \$ _____ per linear foot

- 3. Transfer/Tow and handling of Recreational vessels 25' up to 35' in length
 - a. Flat & V- Hulled Vessels \$ _____ per linear foot
 - b. Keeled Vessels \$ _____ per linear foot

- 4. Transfer/Tow and handling of Recreational vessels 25' up to 36' in length
 - a. Flat & V- Hulled Vessels \$ _____ per linear foot
 - b. Keeled Vessels \$ _____ per linear foot

- 5. Transfer/Tow and handling of Recreational vessels 36' up to 48' in length
 - a. Flat & V- Hulled Vessels \$ _____ per linear foot
 - b. Keeled Vessels \$ _____ per linear foot

- 6. Transfer/Tow and handling or Recreational vessels above 48' in length
 - a. Flat & V- Hulle Vessels \$ _____ per linear foot
 - b. Keeled Vessels \$ _____ per linear foot

S. Operation of secure aggregation site for vehicles and vessels:

\$ _____ per day

T. Travel trailer installation and maintenance

Price proposal for trailer installation:

Basic Trailer Installation: \$ _____ per trailer

U. As needed services:

Buried Sewer Line: \$ _____ per linear foot

Install Sewer Tap: \$ _____ per tap

Buried Water Line: \$ _____ per linear foot

Municipal Water Tap: \$ _____ per tap

Power Pole with Meter: \$ _____ per pole

Water Line Winterization: \$ _____ per linear foot

Handicap Ramp: \$ _____ each

Direct Wiring to Well Pump Switch: \$ _____ per pump

Above Ground Electrical Excess \$ _____ per linear foot

Provide Additional Potable Water Hose: \$ _____ per 25'

Provide and Install Generator: \$ _____ per 5kw gen.

Direct Burial of 50 Amp Service: \$ _____ per linear foot

Handicap Platform Steps \$ _____ each

V. Marine Debris Removal

Price proposal for removal of debris from a marine environment, using either land or marine based equipment.

1. Vegetative Debris

a. Land Based: \$ _____ cubic yard

b. Marine Based: \$ _____ cubic yard

2. C & D and Mixed Debris

- a. Land Based: \$ _____ cubic yard
- b. Marine Based: \$ _____ cubic yard

3. White Goods

- a. Land Based: \$ _____ cubic yard
- b. Marine Based: \$ _____ cubic yard

4. Creosote Timbers

- a. Land Based: \$ _____ cubic yard
- b. Marine Based: \$ _____ cubic yard

5. Tires

- a. Land Based: \$ _____ cubic yard
- b. Marine Based: \$ _____ cubic yard

6. E-Waste

- a. Land Based: \$ _____ cubic yard
- b. Marine Based: \$ _____ cubic yard

W. Supplemental water and food sources

1. Meals Ready to Eat (MRE) (Heater Meals entrees) can be provided at the following cost:

\$ _____ per meal with an order of 14,400 meals

2. Meals Ready to Eat (MRE) (Heater Meals Plus) can be provided at the following cost:

\$ _____ per meal with an order of 14,400 meals

- 3. Sunmeadow Hot Meal: \$ _____ one meal cost
- Sunmeadow Hot Meal Pack: \$ _____ one meal cost
- Sunmeadow 3-meal Pack: \$ _____ cost per pack

- 4. 1-Liter bottled water in cases (12 per case): \$ _____ per case
- 1-Gallon bottled water in cases (4 per case): \$ _____ per case

- 5. Emergency Ice: \$ _____ per 7 lb. bag

Trucking and storing of above listed items shall be invoiced at actual cost plus _____ % mark up.

X. Demolition of structures

1. Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. The contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include the removal of concrete slabs.

- 0-5 mile one-way haul \$ _____ per cubic yard
- 5.1-10 mile one-way haul \$ _____ per cubic yard
- 10.1-15 mile one-way haul \$ _____ per cubic yard

2. Structure demolition with RACM construction and demolition debris loaded at the designated work zone and hauled to an approved Type I/II landfill. The contractor shall disconnect and cap the sewer and water line and coordinate all required disconnects by private utility companies. Search safely accessible structures, including garages and detached outbuildings, and remove all white goods, e-waste and household hazardous waste for ROW collection. Does not include the removal of concrete slabs.

- 0-5 mile one-way haul \$ _____ per cubic yard
- 5.1-10 mile one-way haul \$ _____ per cubic yard
- 10.1-15 mile one-way haul \$ _____ per cubic yard
- 30.1-60 mile one way haul \$ _____ per cubic yard

Y. Concrete removal

1. Contractor to load and haul broken concrete from the ROW and dispose at an Owner approved site:

- 0-5 mile one-way haul \$ _____ per cubic yard
- 5.1-10 mile one-way haul \$ _____ per cubic yard
- 10.1-15 mile one-way haul \$ _____ per cubic yard

2. Contractor to demolish concrete slabs and haul and dispose at an Owner approved site:

0-15 mile one-way haul \$ _____ per cubic yard

15.1-30 mile one-way haul \$ _____ per cubic yard

30.1-60 mile one way haul \$ _____ per cubic yard

Z. Creosote timber piling removal

Creosote timber piling removal and disposal

0-15 mile one-way haul \$ _____ per cubic yard

15.1-30 mile one-way haul \$ _____ per cubic yard

30.1-60 mile one way haul \$ _____ per cubic yard

AA. E-Waste

Contractor to collect from ROW and dispose at an owner-approved site:

\$ _____ per unit

BB. Household hazardous waste

Contractor to collect from ROW and dispose at an owner-approved site:

\$ _____ per pound

CC. Tire removal

Tire Removal and Disposal or Recycle

\$ _____ each

DD. River and canal shoreline restoration

River and Canal Shoreline Restoration:

\$ _____ per linear foot

EE. Power sources

Please provide pricing for emergency generators

- 1. 20kw Generator: \$ _____ per month / \$ _____ per week
- 2. 56kw Generator: \$ _____ per month / \$ _____ per week
- 3. 100kw Generator: \$ _____ per month / \$ _____ per week
- 4. 175kw Generator: \$ _____ per month / \$ _____ per week
- 5. 240kw Generator: \$ _____ per month / \$ _____ per week
- 6. 320kw Generator: \$ _____ per month / \$ _____ per week
- 7. 500kw Generator: \$ _____ per month / \$ _____ per week
- 8. 1000kw Generator: \$ _____ per month / \$ _____ per week

FF. Stadium-style light tower

\$ _____ per month/ \$ _____ per week

Shipping, setting, operation, maintenance, fueling, insurance, security, and recovery of generators and lights shall be invoiced at actual cost plus _____ % mark up:

GG. National Incident Management System (NIMS) training

\$ _____ per person/per year

HH. Assistance in the development of a debris management plan

\$ _____ per year

II. Additional services and materials as needed

Cost plus _____ %

(All final disposal fees will be a pass-through cost, with the contractor invoicing the agency at actual cost without additional fees.)

JJ. Emergency Push/Misc. Services

The cost associated with emergency Push/Misc.

- Listed equipment type or equivalent (various manufactures).
- Day rate represents 10 hour day (minimum).
- Fuel surcharges may apply (negotiable at time of NTP).

Note: All overtime is 1.5 times Hourly Rate / Overtime applies after 8 hours each day

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator, fuel, maintenance included)			
Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	
Extendaboom Forklift w/ debris grapple	Bobcat V638/CatTL642	Hour	
Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	
Backhoe, Wheel Loader, 2.0-3.0 CY	Cat 430E	Hour	
Backhoe, Extend-a-hoe (1.0 CY, 4WD, extendable)	JD310J/Cat 420E	Hour	
Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	
Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544/Vol L70	Hour	
Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	
Wheel Loaders, 4.5-6.0 CY	Cat 966/JD 744/Vol L150	Hour	
Wheel Loaders, 6.0-7.0 CY	Cat 980/JD 844/Vol L180	Hour	
Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Knuckleboom Loader Truck (Self-Loading)	25-35 CY Body	Hour	
Knuckleboom Loader Truck (Self-Loading)	35-45 CY Body	Hour	
Dozer, Tracked	Cat D4	Hour	
Dozer, Tracked	Cat D5	Hour	
Dozer, Tracked	Cat D6	Hour	
Dozer, Tracked	Cat D7	Hour	
Dozer, Tracked	Cat D8	Hour	
Dozer, Tracked	Cat D10T	Hour	
Hydraulic Excavators, 1.5 CY	Cat 320	Hour	
Hydraulic Excavators, 2.5 CY	Cat 325	Hour	
Hydraulic Excavators, 3.5> CY	Cat 330	Hour	
Excavator/Trackhoe, Rubber Tire (w/ debris grapple)	Cat 315C/JD 160C/Vol EC160	Hour	
Tractor w/ Box Blade (30-70 Hp)	JD 210L/Case 570M	Hour	
Motor Grader (w/ min 12' blade)	Cat 120G	Hour	
Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	
30 Ton Crane	Terex RT 335 (30MT), equal	Hour	
50 Ton Crane	Terex RT 550 (50MT), equal	Hour	
100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	40' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	
Mechanized Broom	Street Sweeper	Hour	
Water Truck	2000 Gallon	Hour	
Service/Fuel Truck	Multi	Hour	
Soil Compactor 81 HP+	Case/Cat/Wacker	Hour	
Soil Compactor 80 HP	Case/Cat/Wacker	Hour	
Soil Compactor, Towed Unit	Wacker	Hour	
Stump Grinder (30" diameter or less)	Vermeer 252	Hour	
Stump Grinder (greater than 30" diameter)	Vermeer 752	Hour	
Stump Grinder	Vermeer 60TX	Hour	
Chipper/Mulcher (8" Throat)	Vermeer	Hour	
Chipper/Mulcher (12" Throat)	Vermeer	Hour	
Service Description	Size or Type	Unit	Unit Price
13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	
14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	
Air Curtain Pit Burner (Self-contained)	N/A	Hour	

Air Curtain Refractory Incinerator	N/A	Hour	
12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	
50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	
Truck Mounted Winch	Tow Truck	Hour	
Log Skidder	Cat 525B/JD 648E/G III	Hour	
Waste Collection Rear Loader Truck	N/A	Hour	
Vacuum Truck/Jetter	3500 Gallon	Hour	
Crash Truck w/Impace Attenuator	N/A	Hour	
Power Screen	N/A	Hour	
Stacking Conveyor	N/A	Hour	

Hauling Vehicles (Operator, fuel, maintenance included)			
Dump Truck	5 to 15 CY	Hour	
Dump Truck	16 to 24 CY	Hour	
Dump Truck	25 to 34 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	
Walking Floor Trailer w/ Tractor	100 CY	Hour	

Transportation Vehicles (Operator, fuel, maintenance <u>NOT</u> included; loaned vehicles, insurance included)			
Pickup Truck	1/2 Ton	Day	
Pickup Truck	3/4 Ton	Day	
Pickup Truck	1 Ton (4x4)	Day	
Box Truck	3/4 Ton	Day	
Utility Van	3/4 Ton	Day	
Passenger Van	9 Passenger	Day	
Passenger Car	Full size	Day	
Response Trailer	20 Foot	Day	
Response Trailer	30 Foot	Day	
Flatbed Trailer (40 ft)	GWV to 450	Day	

Personnel/Equipment			
Project Operations Manager	Individual	Hour	
Superintendent with Cell/Truck	Individual	Hour	
Supervisor with Cell/Truck	Individual	Hour	
Foreman with Cell/Truck	Individual	Hour	
Inspector with Cell/Vehicle	Individual	Hour	
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	
Safety Superintendent	Individual	Hour	
Mechanic with Truck and Tools	Individual	Hour	
Climber with Gear	Individual	Hour	
Labor/Operator with Chainsaw/Tools	Individual	Hour	
Laborer with Tools	Individual	Hour	
Traffic Control Personnel	Individual	Hour	
Ticket Writers	Individual	Hour	
Survey Personnel with Vehicle	Individual	Hour	
Project Engineer	Individual	Hour	
Equipment Operator	Individual	Hour	
Truck Driver	Individual	Hour	
Administrative Assistant	Individual	Hour	
Clerical	Individual	Hour	

Marine Resources (Fuel, maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	
40' Sectional Barge w/ Mounted Excavator & Pushboat	With 2 man Crew	Day	
33' Fast Barge with Winch	Crew of 2	Day	
14' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	
12' Utility Boat with Motor (Work Boat)	With 2 man Crew	Day	
12' Utility Boat without Motor (Work Boat)	With 2 man Crew	Day	
Tank Diver with Gear	Individual	Hour	
Hardhat Diver with Gear	Individual	Hour	
Scuba Bottle Refill (Air)	80	Each	
Air Pump with multi breathing lines	Brownie Lung	Day	

Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Transfer/Tow, handle of Typical Passenger Vehicle	2 Axle/4 Wheel (1Ton)	Each	
Transfer/Tow, handle of Recreational Vessel	Up to 24' in length	Each	
Transfer/Tow, handle of Recreational Vessel	24.1' to 48' in length	Each	
Traffic Control, Temp Single Lane Closure	N/A	Hour	
Traffic Control, Temp Road Closure	N/A	Hour	
Weighing Scales, Truck, Certified	Portable	Hour	
Light Tower (Portable light plant w/ Generator)	w/ Generator	Hour	
Office Trailer	40 Foot	Day	
Storage Container	40 Foot	Day	
Portable Eyewash Station	OSHA Spec	Day	
First Aid Station	OSHA Spec	Day	
Portable Toilet (Port a John)	Single	Week	
Observation Tower	USACE Spec	Each	

Hazardous Material Spill Response - Hazardous Waste Remediation & Mass Decontamination

Note:

- Any other equipment used by subcontractor will be charged at Subcontractor rate plus __ %
- Transport (0-100 miles one way) and disposal of petroleum contaminated soil.
- Includes pump, 100' of header pipe w/ well point 5' o.c., jet installation not to exceed 12' deep. Set up, take down, mob and demo is a 1 charge at the weekly rate.
- Fuel surcharges may apply (negotiable at time of NTP).

Title	Level	Rate	Unit
Project Manager	Upper Level	Hour	
Mid-Level Manager	Middle Level	Hour	
Professional	Upper Level	Hour	
	Middle Level	Hour	
	Lower Level	Hour	
Technical	Upper Level	Hour	
	Middle Level	Hour	
	Lower Level	Hour	
Secretarial/Clerical		Hour	
Equipment Operator		Hour	
Laborer		Hour	
Per diem		Day	

Description	Unit	Rate
Cascade Air Filtration Panel	Day	
Air Filtration Panel	Day	
Airline Respirator	Day	
High Hazard Personnel Decontamination	Per Kit	
Low Hazard Personnel Decontamination	Per Kit	
Personnel Retrieval System	Day	
Personnel Retrieval Harness	Day	
Combustible Gas Indicator	Day	
Toxic Gas Detector	Day	
Photoionization Dectector	Day	
Hazmat Kit	Day	
Hand Auger, Stainless Steel	Day	
Hand Operated Transfer Pump	Day	
1" Diaphragm Pump (1")	Day	
2" Diaphragm Pump (2")	Day	
2" Diaphragm Pump S.S. (2" S.S.)	Day	
3" Diaphragm Pump (3")	Day	
6" Diaphragm Pump (6")	Day	
1" Suction or Discharge Hose (1")	Day	
2" Suction or Discharge Hose (2")	Day	
3" Suction or Discharge Hose (3")	Day	
6" Suction or Discharge Hose (6")	Day	
2" Chemical Suction or Discharge Hose (2")	Day	
3" Chemical Suction or Discharge Hose (3")	Day	
6" Chemical Suction or Discharge Hose (6")	Day	
Diesel Powered Generator 60-80kw	Day	
Electrical Cord Station 50'	Day	
Spike Bar	Each	
Airless Spray (With operator)	Day	

Pressure Washer (With operator)	Day	
Waterhose Section (Garden)	Each	
Cutting Torch (With operator)	Day	
Wire Welder (With operator)	Day	
Description	Unit	Rate
Air Blower (With operator)	Day	
HEPA Vac (With operator)	Day	
Barrel Cart	Day	
Wheelbarrow	Day	
Oil Dry Spreader	Day	
Traffic Control Vest, Cones, Flags, Barrels, etc	Day	
Drill w/ Bits	Day	
Grounding Cable and Rod	Day	
Circular Saw	Day	
Hand Tool per employee *(shovels, brooms etc.)	Day	
Tool Kit (Hammers, Pliers, Screwdrivers)	Day	
Wrench Kit (Bung wrench, speed, etc)	Day	
Step Ladder	Day	
Extension Ladder	Day	
Photographic Equipment	Day	
Level A Suit (Kappler Responder)	Each	
Level B Suit (Kappler Responder)	Each	
Level C Suit (Kappler Responder)	Each	
Tyvek Coveralls (DuPont)	Each	
Proshield (DuPont NG127s)	Each	
Saranex (DuPont SL127T)	Each	
Acid Suit	Each	
Rain Suit	Each	
Neoprene Gloves, Pair	Pair	
Nitrile Gloves, Pair	Pair	
Silvershield Gloves	Pair	
PVC Gloves	Pair	
Cotton or Latex Gloves	Pair	
Leather Work Gloves	Pair	
PVC Boots (Haz Mat)	Pair	
Boot Covers	Pair	
Hearing Protection	Pair	
Detector Tubes	Each	
Ph Paper	Pack	
Spill Classifier	Each	
Respirator Airline 50' Section	Each	
Respirator Cartridges	Pair	
Handheld Radios	Each	
5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	
8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	
3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	
Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	
Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	
Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	
Peat Moss (CEPEXSORB or equal)	Bag	
Vermiculite (CEP-VERM4 or equal)	Bag	
Soda Ash Bag (CEP-SODASH or equal)	Bag	
4 mil 20x100 polyethylene (4 mil)	Roll	
6 mil 20x100 polyethylene (6 mil)	Roll	

6 mil bags (6 mil)	Case	
Duct Tape (N/A)	Roll	
55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	
55 Gallon Drum Liners (10 mil)	Each	
Fiber Drums (55 gallon)	Each	
30 Gallon Overpak (CEP-1230YE or equal)	Each	
95 Gallon Overpak (CEP-1237YE or equal)	Each	
DOT Hazardous Waste Lables (DOT)	Box	
Description	Unit	Rate
Caution/Hazard Tape	Roll	
Fire Extinguisher	Each	
Respirator Wipes	Box	
ChemTape , 10' roll (Kappler)	Roll	

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Labor	Unit	Rate
Project Consultant (PC)	Hour	
Project Executive (PE)	Hour	
Project Manager (PM)	Hour	
Health & Safety Officer (HSO)	Hour	
Technical Specialist (Superintendent) (TS)	Hour	
Drying Technical (DT)	Hour	
Equipment Operator (EO)	Hour	
Remediation Worker (RW)	Hour	
General Labor (GL)	Hour	
Field Auditor (FA)	Hour	

Supplies/Consumables	Unit	Rate
Adhesive Remover	Gallon	
Anti-Microbial Coating	Gallon	
Anti-Microbial Disinfectant (Concrete Pre Mixed)	Gallon	
Anti-Microbial Disinfectant (MicroBan RTU)	Gallon	
Bags, Trash	Roll	
Bags, Trash Environmental	Roll	
Box, Storage Cardboard	Each	
Brush, Long Handle/Scrub	Each	
Camera (Disposable, 27 exp. includes development)	Each	
Cleaner, General and all purpose	Gallon	
Cleaner, Electronic Grade	Gallon	
Decontamination Unit, Disposable	Each	
Duct, Lay Flat (500')	Roll	
Fuel	Gallon	
Negative Air Filters (Prefilters)	Each	
Negative Air Filters (Pleated)	Each	
Negative Air Filters (Main HEPA)	Each	
Poly Sheeting, Fire Retardant	Roll	
Poly Sheeting, Reinforced	Roll	
Rags, Cotton Cloth	Box	
Respirator Cartridges, Negative Pressure (Half-Face)	Pair	
Respirator Cartridge, PAPR (Full-Face)	Each	
Spray Bottle w/ Trigger	Each	
Sprayue	Can	
Sponges, Soot Absorbtion	Each	
Suit, Disposable	Each	
Suit Tyvek	Each	
Tape, Duct	Roll	
Terry Wipes	Pound	
Towels	Case	

Drying Equipment	Unit	Rate
Dehumidification Unit (50cfm-100cfm)	Each	
Dehumidification Unit (110cfm-200cfm)	Each	
Dehumidification Unit (220cfm-300cfm)	Each	
Dehumidification Unit (500cfm-600cfm)	Each	
Dehumidification Unit (1000cfm)	Each	
Dehumidification Unit (2000cfm-2250cfm)	Each	
Dehumidification Unit (3500cfm)	Each	
Dehumidification Unit (4500cfm-5000cfm)	Each	
Dehumidification Unit (6000cfm)	Each	
Dehumidification Unit (8500cfm)	Each	
Dehumidification Unit (15,000cfm)	Each	

Miscellaneous Equipment	Unit	Rate
40 Ton AC Unit	Each	
100 Ton Chiller Unit	Each	
200 Ton Chiller Unit	Each	
Air Compressor (110 psi)	Each	
Air Compressor (125 psi)	Each	
Air Mover	Each	
Buffer, Floor	Each	
Cart, Tilt/Demolition	Each	
Dolly, 2-Whl/4-Whl/Drm/Whlbr	Each	
Electrical Dist. Panel (Spider Box)	Each	
Electrical Kit (Ext. Cord GFI, Surge Protector)	Each	
Extraction Unit (Portable)	Each	
Extraction Unit (Trailer)	Each	
Filtration Unit	Each	
Fire Extinguisher	Each	
First Aid Kit	Each	
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Bar, Etc.)	Each	
Freight	Each	
HEPA Filtration Unit (10,000cfm)	Each	
HEPA Filtration Unit (2,000cfm)	Each	
Light, Portable	Each	
Light, Stand	Each	
Light, String	Each	
Mobile Command Center	Each	
Negative Pressure Recorder	Each	
Ozone Machine	Each	
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Each	
Pump, Small	Each	
Pump, Flood	Each	
Respirator, Negative Pressure (Half Face)	Each	
Respirator, PAPR (Full Face)	Each	
Radio, Job Site	Each	
Shower/Wash Station	Each	
Sprayer, Airless	Each	
Thermal Image Camera	Each	
Trailer	Each	
Truck, 24ft	Each	
Truck, Pick-Up	Each	
Truck, Water Extraction	Each	
Vacuum, (Wet/Dry)	Each	
Vacuum, HEPA	Each	
Van/Bus	Each	
Vent/Wall Cavity Drying Unit	Each	
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Each	
Washer, High Pressure (5,000 psi)	Each	
Washer, High Pressure (20,000 - 40,000 psi)	Each	
Washer, HOTSY	Each	

Emergency Power Generation Rental Price Schedule

Units (Generator Size)	Per Day (24 hrs)	Per Week
25 kW Generator		
56 kW Generator		
100 kW Generator		
175 kW Generator		
250 kW Generator		
320 kW Generator		
500 kW Generator		
800 kW Generator		
1000 kW Generator		
1500 kW Generator		

Additional Equipment

DESCRIPTION	UNIT	UNIT COST
High Volume Diesel Powered suction lift trash pump with speed adjustment 4X4	Per Month	
High Volume Diesel Powered suction lift trash pump with speed adjustment 6X6	Per Month	
High Volume Diesel Powered suction lift trash pump with speed adjustment 8X8	Per Month	
High Volume Diesel Powered suction lift trash pump with speed adjustment 12X12	Per Month	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 4 inches	Per Month	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 6 inches	Per Month	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 8 inches	Per Month	
Composite Quick Connect Suction Hose, 8 ft length, 20psi 12 inches	Per Month	
Quick Connect Discharge Hose, 50 ft length, 50psi 4 inches	Per Month	
Quick Connect Discharge Hose, 50 ft length, 50psi 6 inches	Per Month	
Quick Connect Discharge Hose, 50 ft length, 50psi 8 inches	Per Month	
Quick Connect Rigid Piping, 10 ft length, 175psi, 4 inches	Per Month	
Quick Connect Rigid Piping, 10 ft length, 175psi, 6 inches	Per Month	
Quick Connect Rigid Piping, 10 ft length, 175psi, 8 inches	Per Month	
Quick Connect Rigid Piping, 10 ft length, 175psi, 12 inches	Per Month	
Roll off Emergency Wastewater Storage Tanks	Per Month	

NON-COLLUSION AFFIDAVIT OF OFFEROR

State of _____ §

County of _____ §

_____, being duly sworn, deposes and says that:

- 1. He/She is _____ of the offeror submit
- 2. He/She is full informed respecting the preparation and contents of the attached proposal and any and all appurtenances thereof;
- 3. Such proposal is genuine and is not a collusive proposal;
- 4. Neither the said offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Offeror, firm or person to submit a collusive proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix an overhead, profit or cost element of the proposal price or the proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any other person interested in the proposed contract; and

The price or prices quoted in the attached proposal are fair and proper and are not tainted by any, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name)	(Title)	(Date)

Subscribed and sworn to me this _____ day of _____ 2022.

By: _____

Notary Public in and for _____ County, Texas.

My commission expires _____.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of Local Government Officer (Declarant)

APPENDIX: STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic inches to cubic yards and is a constant.

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

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2

28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

EVALUATION PROPOSAL SCENARIO

Submitter Name:			
Description of Service	Unit Price Submitted	Scenario Qty	Sub Cost
Right of Way (ROW) Clearing and/or removing debris from the public right-of-way. Load and Haul vegetative debris to a Debris Management Site (DMS) per cubic yard for 0-5 miles, one-way haul	\$ -	200,000	\$ -
Right of Way (ROW) Clearing and/or removing debris from the public right-of-way. Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site (DMS)		300,000	\$ -
Right of Way (ROW) Clearing and/or removing debris from the public right-of-way. Haul C&D and Mixed Debris directly to final disposal per cubic yard for 50 miles, one way haul		300,000	\$ -
Right of Way (ROW) Clearing and/or removing debris from the public right-of-way. Haul out residual debris to final disposal per cubic yard for 50 miles, one way haul		200,000	\$ -
Right of Way (ROW) stumps. Removal and Disposal of hazardous stumps from the ROW 24” diameter and up, but less than 36” diameter:		3	\$ -
Drainage ditches silt and debris removal Ditch width 0-4.0 feet per linear foot		1500	\$ -
Cleaning and clearing of storm drain lines Drain Line Diameter 0-15.0 inches per linear foot		1500	\$ -
Cleaning and clearing of catch basins and inlets 4 ‘ X 4’ each		50	\$ -
Loading and hauling of white goods per unit		3500	\$ -
Sunken vessel removal Marine based salvage operations: Recreational vessels up to 24’ in length Flat & V- Hulled Vessels per linear foot		25	\$ -

Derelict vehicle removal (from land) Pricing proposal for vehicle: Transfer/Tow of typical passenger car: each		25	\$ -
Derelict vessel removal (from land) Pricing proposal for vessel recovery: Transfer/Tow and handling of Recreational vessels 18' up to 25' in length Flat & V-Hulled Vessels per linear foot		500	\$ -
Marine Debris Removal Price proposal for removal of debris from a marine environment, using either land or marine based equipment: C & D and Mixed Debris Marine Based per cubic yard		5000	\$ -
Concrete removal. Contractor to load and haul broken concrete from the ROW and dispose at an Owner approved site: 0-5 mile one way haul per cubic yard		100	\$ -
Tire Removal and Disposal or Recycle: each		100	\$ -
Power sources Please provide pricing for emergency generators 150kw Generator: per month		6	\$ -
Emergency Road Clearance The cost associated with emergency road clearance will be billed by hourly rates Dozer- CAT D6 per hour (incl operator)		80	\$ -
Emergency Road Clearance The cost associated with emergency road clearance will be billed by hourly rates Dump Truck- 61-100 CY, per hour (incl operator)		120	\$ -
Emergency Road Clearance. Loader- Front End, 544 or equal w/debris grapple (incl operator)		100	\$ -
		Total	\$ -