

TOWN OF ADDISON, TEXAS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR DEBRIS MONITORING SERVICES BETWEEN THE TOWN OF ADDISON AND DEBRISTECH LLC., FOR DEBRIS MONITORING AND CONSULTING SERVICES ASSOCIATED WITH DEBRIS REMOVAL DUE TO A NATURAL OR MAN-MADE DISASTER IN AN AMOUNT NOT TO EXCEED \$1,000,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:**

**Section 1.** The agreement for debris monitoring services between the town of Addison and DebrisTech LLC., for debris monitoring and consulting services associated with debris removal due to a natural or man-made disaster in an amount not to exceed \$1,000,000.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute the agreement.

**Section 2.** This Resolution shall take effect from and after its date of adoption.

**PASSED AND APPROVED** by the City Council of the Town of Addison, Texas this the 27<sup>th</sup> day of August 2019.

\_\_\_\_\_  
Joe Chow, Mayor

ATTEST:

By: \_\_\_\_\_  
Irma Parker, City Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brenda N. McDonald, City Attorney

## EXHIBIT A

### **INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into effective as of the 1<sup>st</sup> day of October 2019 (the “Effective Date”), by and between THE TOWN OF ADDISON, TEXAS (the “Town”) and DEBRISTECH, LLC, a Mississippi limited liability company (the “Contractor”).

#### RECITALS

WHEREAS, the Town desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

#### AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the Town to perform the services described in Exhibit A attached hereto (collectively, the “Contractor Services”).

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers’ compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the Town and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the Town and Contractor may have other business interests and may engage in other activities in addition to those relating to the Town.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate on September 30, 2020, subject to the provisions of Paragraphs 1 and 2 of “Special Terms and Conditions of the Contract” (the “Initial Term”). Upon expiration of the Initial Term, this Agreement shall continue for (4) additional one-year terms as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) days after the receipt by such party of written notice of such breach or failure specifying the nature of the breach or failure. The Town or Contractor may terminate this Agreement without cause and at any time for any reason without any further obligation to the other party by providing the other party with thirty (30) days written notice. In the event of termination in accordance with this Paragraph, the Town shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the Town shall be liable for the same until such amounts are fully and finally settled.

6. Compensation. The Town will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to Exhibit B. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the Town will pay Contractor at one and one-half times (1.5x) the hourly rate on Exhibit B. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the Town on a weekly basis. Payment shall be due from the Town to the Contractor within thirty (30) days of receipt of the invoice. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed \$1,000,000 (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the Town, upon the Town's request, that such have been paid). Notwithstanding, the Town may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the Town shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a "Dispute"), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an "Authorized Representative"), shall first meet and attempt to resolve the Dispute in face- to-face negotiations. This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party's Authorized Representative, the parties shall engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the "Mediation Period"). The mediation shall be conducted in Addison, Texas by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in equity that may be available. Any disputes shall be brought exclusively in the District Court of Dallas County, Texas.

10. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000.00, and naming the Town, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the Town, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the Town. A certificate of insurance shall be provided by its producing agent to the Town prior to the Contractor's beginning work under this Agreement.

Contractor shall furnish the Town as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

11. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the Town, which shall not be unreasonably withheld.

12. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

13. Contract Work Hours and Safety Standards Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Contract Work Hours and Safety Standards Act, as amended (40 United States Code, Chapter 37).

14. Clean Air Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Clean Air Act, as amended (42 U.S.C. §7401, et seq.).

15. Federal Water Pollution Control Act (Clean Water Act). During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Federal Water Pollution Control Act (Clean Water Act), as amended (33 U.S.C. § 1251 et seq.).

16. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

17. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

18. Non-Discrimination. The Contractor will not discriminate against any person, employee or applicant for work or employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as required by applicable law setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

The Contractor, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and applicable regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation or national origin

The Contractor will furnish all information and reports required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will comply with all provisions of Executive Order 12250 Coordination of Grant-Related Civil Rates Statutes.

The Contractor will take steps to solicit employment, subcontractor, vendor, volunteer and other employment opportunities with respect to services provided to Town under this Agreement from minority and women owned businesses.

19. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to

minimize the consequences of any Event of Force Majeure.

20. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows

If to Contractor:

DebrisTech, LLC Attn:  
Brooks Wallace  
925 Goodyear Boulevard  
Picayune, Mississippi 39466

If to the Town:

Wil Newcomer  
5350 Belt Line Road Dallas,  
Texas 75254 Or  
P.O. Box 9010 Addison,  
Texas 75001

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the Town's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the Town may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall effect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor

or the Town on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both Town and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the Town, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the Town.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

(l) Pursuant to Texas Government Code Chapter 2270, Contractor's execution of this Agreement shall serve as verification that Contractor does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

TOWN OF ADDISON, TEXAS (OWNER)

ATTEST:

By: \_\_\_\_\_  
City Manager

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

DEBRISTECH, LLC (CONTRACTOR)

ATTEST

By: \_\_\_\_\_  
Brooks R. Wallace, Manager

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

The following to be executed if the CONTRACTOR is a corporation:

I, \_\_\_\_\_ certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: \_\_\_\_\_

Corporate Seal



**EXHIBIT A**  
**SCOPE OF SERVICES**

See Attached.

## **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

- 1. Contract Terms:** Successful Respondent(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by Addison Purchasing. At MQC's option and approval by the vendor, the contract may be renewed for four (4) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
  
- 2. Renewal Options:** MQC reserves the right to exercise an option to renew the contract of the vendor for four (4) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the MQC exercises the right in writing, the vendor shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the vendor in complete form within the time specified, the MQC will rescind its option and seek a new solicitation.
  
- 3. Minimum Insurance Requirements:**

The MQC will accept the Insurance Requirement Affidavit in lieu of Certificates of Insurance until a notice to proceed is issued to the contractor.

  - A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by MQC.
    - 1) Comprehensive Commercial General Liability:
      - a. Bodily Injury/Personal Injury – \$1,000,000 per occurrence
      - b. Property Damage — \$1,000,000 per occurrence
    - 2) Professional Liability appropriate for performance of position - \$1,000,000 per occurrence
  
  - B. The MQC reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and

prudent by the MQC based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

C. Required Provisions:

- 1) Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with each of the MQC Purchasing Departments .
- 2) All certificates shall provide MQC with an unconditional thirty days written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, certificates shall name MQC and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the certificates of insurance shall reference the project name and RFP number for which the insurance is being supplied.
- 5) The Contractor agrees to waive subrogation against MQC, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) The Contractor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies MQC with the proper documents verifying the coverage.

#### 4. BOND REQUIREMENTS

The MQC will accept the Bond Requirement Affidavit in lieu of bonds until a notice to proceed is issued to the contractor.

The MQC will require the contractor, within five (5) business days after beginning the work, to execute bonds with the MQC. Upon notice to proceed, the successful bidder shall provide as noted below. Any deviation must be approved in writing from a qualified MQC representative.

A. **Bid Bond**

**THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT.**

B. **Power of Attorney**

Attorney-in-fact who signs proposals or contract bonds must file with each bond a certified and current copy of the power of attorney.

C. **Payment Bond and Performance Bond shall be as follows:**

For a contract in excess of \$100,000, a Performance Bond shall be

executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of MQC.

For a contract in excess of \$50,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost for Bond premiums must be included in the Proposed Price.

Note: Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

## **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

### **5. Criminal Background Check:**

Certain contracts may require vendors to enter sensitive security areas. These include, but are not limited to, MQC Police Departments, MQC Courts, MQC Attorney's Offices, MQC Information Technology, etc.

If a particular contract requires your personnel to enter such a location the following could apply.

- A. The successful Respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on MQC property.
- B. Vendor personnel who perform work on MQC property must submit to and pass appropriate Police Department Criminal Background Check. That status must be maintained by all vendor personnel entering MQC buildings for the duration of the contract.
- C. Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The MQC reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- D. Award of a contract could be affected by your firm's refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

**Note: The Criminal Background Check applies to the individual and not the Company.**

## **I. PROJECT DESCRIPTION**

### **A. PURPOSE**

1. This Request for Proposals (RFP) invites Responses from experienced firms for the provision of Disaster Debris Monitoring and Consulting Services, in the Dallas-Fort Worth Area in Texas, immediately after a natural or man-made disaster. The Consultant must have the resources necessary to service all of the areas of Addison, Carrollton, Coppell, and Farmers Branch (MQC) simultaneously along with any other contractual obligations the Consultant may have if required. The objective of the **RFP** and subsequent contracting activity is to secure the services of a capable and experienced Contractor who is efficient with monitoring the removal of large volumes of disaster-generated waste from a large area in a timely and cost-effective manner. The MQC intends to enter into a pre-positioned contract with one (1) Primary Contractor who may utilize both local and non-local resources to provide services in the event of activation by the MQC following a natural or man-made disaster. The Contractor will be expected to have an initial management team mobilized to MQC within 24 hours of receipt of the Notice to Proceed and to have mobilized all appropriate equipment and personnel to the MQC area within 48 hours of receipt of the Notice to Proceed. The MQC reserves the right to enter into contracts with more than one Prime Contractor in the event that no one firm can provide all of the necessary services.
2. The period of the contract will be for a term of one (1) to five (5) years (the actual term will be determined on the basis of the MQC's overall disaster recovery program development) with an annual recertification and price adjustment.
3. The project is referred to as the Disaster Debris Monitoring Contract in the following sections of this RFP.

### **B. PROJECT SUMMARY**

1. **Introduction**
  - a. The Metrocrest Quad Cities are composed of Addison, Carrollton, Coppell, and Farmers Branch municipalities. As of the 2010 US Census, MQC covers approximately 68 square miles and has a combined population of approximately 214,113 people. Surrounding MQC areas have experienced numerous major storms and flooding events in past years that generated very large volumes of debris and waste and prompted extensive pre-planning for recovery activities.
  - b. The Disaster Debris Monitoring Contract will encompass

unincorporated areas of MQC. MQC's disaster recovery planning includes considerations for removing and processing the volumes and types of debris and wastes expected to be generated by a major disaster such as a tornado, or other natural or man-made hazard that encompasses the procedures for disposing of that material. The planning approach is formulated in part on the concept of strategic pre-positioning of the agreements and resources necessary for timely, coordinated recovery operations, including removal of debris and wastes from public property and right-of-ways throughout the MQC using MQC owned and Contractor forces.

- c. The MQC has identified the need for one or more Consultant(s) to assist MQC forces in completing debris management operations throughout the MQC. Primary Contractors will be selected for Debris Removal and Debris Hauling. For the purpose of Debris Monitoring, the Consultant(s) must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial MQC payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. Each Consultant must also have:
- 1) an established management team;
  - 2) an established network of resources to provide the necessary equipment and personnel;
  - 3) comprehensive workforce management, operations, and safety plans; and
  - 4) demonstrable experience in major disaster recovery cleanup projects.

Although a single Consultant is preferred, the MQC may at its sole discretion award multiple contracts if no single Contractor is capable of providing all of the necessary services.

- d. The Contract(s) to be awarded for this project will be a combination of fixed fee and contingency contracts. The MQC anticipates a certain level of initial work to establish the procedures for integrating the work into the MQC's continuing disaster recovery program planning, along with potential costs for maintaining the program over a period of time. The MQC anticipates that the bulk of the services to be provided, especially monitoring of debris/waste removal operations, will be provided on an incident specific basis with anticipated costs identified by a joint MQC/Contractor team as part of the initial program planning. In addition,

the Prime Contractor(s) selected for the project will be required to participate in certain MQC-directed disaster recovery training and/or exercises at no additional cost to the MQC.

2. **Planning Standard for Disaster Debris Monitoring and Consulting Services**

The MQC has selected a catastrophic tornado that impacts the entire MQC causing large amounts of vegetative and construction and demolition debris as its planning standard. The estimated debris volume is 5.0 million cubic yards. This is strictly a planning figure for estimating potential removal and disposal needs; it is not a fixed quantity for the purpose of contractual obligations. The actual volume of debris may be greater than or less than the planning volume, and probably will be considerably less. The MQC's goal is to complete the debris/waste removal and disposal process in 90 days. This assumes that the entire area of the MQC will be accessible within that period. Due to the potential for flooding, some areas might not be accessible for some time after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the MQC simultaneously immediately after a storm.

3. **Disaster Debris Monitoring Requirements**

Planning for post-disaster cleanup operations is a function of the MQC's Emergency Management Offices and respective Fire and Infrastructure Departments . The debris management operations will be carried out under the cognizance of these various departments. The MQC will also solicit for pre-contracted debris removal operations for all of MQC. That contractor will also be responsible, under certain conditions, for removal of hazardous, and toxic waste associated debris such as construction and demolition debris, vegetative debris and other disaster associated debris caused by the disaster. That contractor is responsible for:

- a. Clearing roadways;
- b. Removing debris and certain waste from roadways, public right-of- ways, and public property;
- c. Operating Temporary Debris Management Sites; and
- d. Volumetric reduction of debris, and ultimate disposal of the debris and waste.

The general concept of disaster debris/waste removal operations includes multiple, scheduled passes of each populated area and each right-of-way directed. This will allow citizens to return to



their properties and bring materials to the right-of-ways as recovery progresses. The MQC will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. Curbside segregation of debris and disaster-generated or related wastes will be an element of the MQC's disaster recovery program. The debris management Contractor will be required to aid in the segregation and waste stream management processes. Any hazardous materials and/or industrial wastes encountered by the debris removal Contractor will be set aside for collection and disposal by the Contractor's properly trained and equipped removal team. The MQC will pre-designate approximately 10 Temporary Debris Management Sites (TDMS) for the sole purpose of the temporary staging and reduction of disaster generating debris. The MQC will also help to identify the public and private landfills that will be used for disposal of storm generated debris. The Prime Contractor will be expected to provide debris monitoring services at each TDMS and landfill as well as in the field during clearing, loading and hauling operations. The Prime Contractor will be responsible for monitoring all of the Debris Removal/ Hauling activities during the course of the recovery and cleanup period.

4. **Contract Activation**

The Prime Contractor(s) holding the Disaster Debris Monitoring Contract will serve as a general Contractor for the purpose of the specified services, and will be able to use his/her own Subcontractor resources to meet the obligations of the contract. The Contractor(s) will be expected to use fully qualified and properly equipped local firms and personnel to the maximum extent practicable. When a major disaster occurs or is imminent, MQC will contact the firm(s) holding the Disaster Debris Monitoring Contract(s) to advise them of the MQC's intent to activate the contract. Within five (5) business days of receiving the Notice to Proceed, the Consultant shall provide and execute the required Performance and Payment Bonds and must have a management team in place in MQC to begin planning for the operations and mobilizing the personnel and equipment necessary to perform the work. Personnel and equipment must be in place, fully prepared for the specified services and able to begin operations within 48 hours of the Contractor's receipt of the Notice to Proceed.

## **II. STATEMENT OF WORK**

The following General Statement of Work is envisioned for the project and should be considered when responding to the RFP. Nothing in this description shall be construed to limiting the potential scope of work to this description or to requiring that this description be included in the final scope of work for the project. Nothing in the following General Statement of Work should be construed as limiting the types of work that a potential Consultant may address in a response to this Request for Proposals. Respondents should address all services which, on the basis of their experience, are deemed necessary to achieving the MQC's debris management goals.

**A. GENERAL STATEMENT OF WORK - MONITORING**

1. The Consultant shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact the MQC. Specifically, the Consultant will be responsible for monitoring debris and waste removal and disposal operations performed by the MQC's Debris Removal and Hauling operations relative to:
  - a. MQC streets, roads and right-of-ways;
  - b. Public property and facilities;
  - c. Any other public site as may be directed by the MQC's previously listed departments; and
  - d. Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the MQC.
2. The Consultant may also be responsible for monitoring debris and waste removal and disposal operations performed by the MQC's Debris Removal and Hauling operations relative to streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the MQC, unless otherwise directed by the MQC's Debris Coordinators. Each one of the four participating cities will have a Debris Coordinators who will maintain oversight over their specific jurisdiction.
3. Services shall be performed on an "as needed basis" when directed by the MQC Debris Coordinators.
4. The MQC Debris Coordinators will provide guidance and direction on priorities and specific needs for the monitoring operations. The Consultant, in concert with the Debris Coordinators, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the MQC. The Consultant shall then

provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Consultant will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the MQC for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Consultant must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the MQC staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Consultant shall present to selected staff from the various cities for review and discussion of a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster generated debris and wastes. The Consultant shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the MQC to begin work.

4. When identifying resources to be made available under this contract, the Consultant must use a planning standard approach. Specifically, the Consultant shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDMS operations, etc.) that will be deployed by the Debris Management contractor. The Consultant must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of Consultant/Sub-consultant(s) and a general equipment/personnel inventory will suffice. The Consultant will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage assessment teams, local utility company crews and other recovery operation forces. Such coordination shall be effected through communications with the respective MQC departments, their authorized representatives, or other MQC or municipal personnel when so authorized by the MQC. To the extent authorized by the MQC Debris Coordinators, the Consultant shall coordinate monitoring operations directly with the Debris

Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. The Consultant shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the MQC Debris Coordinators, upon issuance of the authorization to proceed. The Consultant shall be prepared to advise the MQC Debris Coordinators and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.

**EXHIBIT B**  
**PAYMENT SCHEDULE**

See Attached.

**PROPOSAL PRICE FORM**

Description	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1. Project Manager	280	Hourly Rate	\$ <u>68.00</u>	\$ <u>19,040.00</u>
2. Operations Manager	130	Hourly Rate	\$ <u>57.00</u>	\$ <u>7,410.00</u>
3. Scheduler/expeditors	30	Hourly Rate	\$ <u>1.00</u>	\$ <u>30.00</u>
4. GISAnalyst	12.5	Hourly Rate	\$ <u>1.00</u>	\$ <u>12.50</u>
5. Field Supervisors	400	Hourly Rate	\$ <u>47.00</u>	\$ <u>18,800.00</u>
6. Debris Site/Tower Monitor	680	Hourly Rate	\$ <u>34.00</u>	\$ <u>23,120.00</u>
7. Environmental Specialist	8	Hourly Rate	\$ <u>65.00</u>	\$ <u>520.00</u>
8. Project Inspectors (Citizen Drop-off Site Monitors)	224	Hourly Rate	\$ <u>12.00</u>	\$ <u>2,688.00</u>
9. Field Coordinators (Crew Monitors)	4000	Hourly Rate	\$ <u>34.00</u>	\$ <u>136,000.00</u>
10. Load Ticket Data Entry Clerks (QA/QC)	260	Hourly Rate	\$ <u>1.00</u>	\$ <u>260.00</u>
11. Billing/Invoice Analyst	70	Hourly Rate	\$ <u>1.00</u>	\$ <u>70.00</u>
12. Project Coordinators	240	Hourly Rate	\$ <u>12.00</u>	\$ <u>2,880.00</u>
13. Residential Monitors	1	Hourly Rate	\$ <u>1.00</u>	\$ <u>1.00</u>

**PROPOSAL PRICE FORM**

14	Automated Ticketing Specialist	400	Hourly Rate	\$ <u>1.00</u>	\$ <u>1.00</u>
15	Aerial Photographer	1	Hourly Rate	\$ <u>68.00</u>	\$ <u>68.00</u>
16	Other Required Positions			\$ _____	\$ _____
	a. _____			\$ _____	\$ _____
	b. _____			\$ _____	\$ _____
	c. _____			\$ _____	\$ _____
17	Data Manager	40	Hourly Rate	\$ <u>1.00</u>	\$ <u>40.00</u>
18	Safety Manager	4	Hourly Rate	\$ <u>57.00</u>	\$ <u>228.00</u>
19	FEMA Specialist	1	Hourly Rate	\$ <u>95.00</u>	\$ <u>95.00</u>
20	Admin Assistant	1	Hourly Rate	\$ <u>45.00</u>	\$ <u>45.00</u>
21	Other Fees		Hourly Rate	\$ _____	\$ _____
	a. _____			\$ _____	\$ _____
	b. _____			\$ _____	\$ _____
	c. _____			\$ _____	\$ _____