CITY OF PORT ARANSAS, TEXAS

CITY COUNCIL REGULAR MEETING
Thursday, June 20, 2019 @ 5:00 pm
Port Aransas City Hall, 710 W. Avenue A
Port Aransas, Texas 78373

Notice is hereby given that the Port Aransas City Council will conduct a Meeting on Thursday, June 20, 2019 beginning at 5:00 pm at the regular meeting place in Council Chamber at City Hall, 710 W. Avenue A, Port Aransas, Texas, and notice of meeting giving time, place, date and subject was posted as described in V.T.C.A., Government Code §551.041 for the purpose of considering the following agenda items:

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

2. OPENING PRAYER

3. AWARDS/CERTIFICATES: Presentation of the Heroic Act Certificate to city staff members of the Surf/Rescue Department and EMS Department.

4. PUBLIC HEARING: The Port Aransas City Council will conduct a Public Hearing on the following:

   - **FPLT 19-1358 Final Plat** of Lots 4-R, 11-R, 13-R and 16-R, Block 53, Aransas Holding Company Subdivision Section "C", City of Port Aransas, Nueces County, Texas being a final plat of Lots 4-10 and Lots 11-17, And a 20.0 Foot Wide Alley Closed and Abandoned by the City of Port Aransas under Ordinance Number 2018-17, Block 53, Aransas Holding Company Subdivision, Section “C”, according to the plat recorded in Volume 5, Pages 34-35, Map Records of Nueces County, Texas. Applicant: Garrett Kypke, Rudy Casillas, Truefarm, Inc, La Ararjea Investors, LLC. Property Location: 810 Ninth St & 800 Block of Ninth St.

   - **FPLT 19-1519 Final Plat** of Palmilla Beach PUD Fairway Row Houses being a replat of Lot 18B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-38, Map Records of Nueces County, Texas.

   - **FPLT 19-1520 Final Plat** of Palmilla Beach PUD Block 6, Lots 5B through 5P being a replat of Lots 5A, 6A, 7A, and 8A, Block 6, Palmilla Beach Unit 1E, a map of which is recorded in Volume 68, Page 34 Map Records of Nueces County, Texas, Lots 9A, 10Am 11A, and 12A, Block 6, Palmilla Beach Unit 1F, a map of which is recorded in Volume 68, Page 35, Map Records of Nueces County, Texas and Lot 13B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-381, Map Records of Nueces County, Texas.
VC 19-1543 Street Closing request from Applicants Tanya Chuoke & Clifton Clemons to close a 50’ wide, 300’ long unimproved, unnamed street being a portion of Lots 4 & 5, Block 61, Mustang Island State Land Survey and adjacent to their properties. Property Location: a 50’ Right of way between 1606 and 1616 S Station Street and extending 300’ westward towards Hwy 361.

5. **CITIZEN COMMENTS AND REPORTS:** At this time, comments will be taken from the audience on any subject matter on the agenda. To address the City Council, please sign the ‘Speaker’s Card located on the table just inside the Council Chamber and deliver to the City Secretary before the meeting begins. Please limit comments to three (3) minutes. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the Agenda.

6. **CONSENNT AGENDA:** (All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests an item be removed and considered separately.)

   A. **ORDINANCE** – 2nd Reading of an Ordinance Amending the Code of Ordinances Chapter 23, “Traffic and Motor Vehicles”, by Inserting a new Article IX. “Motor-Assisted Scooters” by adding a Definition and Prohibitions, Rules, Regulations, Violations and Penalty; Providing for The Validity of Said Ordinance; Repealing All Prior Ordinances in Conflict Herewith; and Providing for An Effective Date.

7. **ITEMS FOR CONSIDERATION:** Discuss, take action or pass on any of the following:

   B. Discuss and take action to approve the Convention Center Project Private Letter Ruling (PLR) Development Agreement and Chapter 380 Development Agreement for submittal to the State Comptroller.

   C. **FPLT 19-1358 FINAL PLAT** of Lots 4-R, 11-R, 13-R and 16-R, Block 53, Aransas Holding Company Subdivision Section "C", City of Port Aransas, Nueces County, Texas being a final plat of Lots 4-10 and Lots 11-17, And a 20.0 Foot Wide Alley Closed and Abandoned by the City of Port Aransas under Ordinance Number 2018-17, Block 53, Aransas Holding Company Subdivision, Section “C”, according to the plat recorded in Volume 5, Pages 34-35, Map Records of Nueces County, Texas. Applicant: Garrett Kypke, Rudy Casillas, Truefarm, Inc, La Ararjea Investors, LLC. Property Location: 810 Ninth St & 800 Block of Ninth Street.

   D. **FPLT 19-1519 FINAL PLAT** of Palmilla Beach PUD Fairway Row Houses being a replat of Lot 18B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-38, Map Records of Nueces County, Texas.

   E. **FPLT 19-1520 FINAL PLAT** of Palmilla Beach PUD Block 6, Lots 5B through 5P being a replat of Lots 5A, 6A, 7A, and 8A, Block 6, Palmilla Beach Unit 1E, a map of which is recorded in Volume 68, Page 34 Map Records of Nueces County, Texas, Lots 9A, 10Am 11A, and 12A, Block 6, Palmilla Beach Unit 1F, a map of which is recorded in Volume 68, Page 35, Map Records of Nueces County, Texas and Lot 13B, Block 6,
Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-381, Map Records of Nueces County, Texas.

F. **ALTERNATIVE PARKING PLAN** – Approval of request submitted by Fisherman’s Wharf located at 900 Tarpon St.

G. **ORDINANCE** – 1st Reading of an Ordinance Finding That The Street Closing Request VC 19-1543, A 50’ Wide And 300’ Long Unimproved, Unnamed Street Being A Portion Of Lots 4 & 5, Block 61, Mustang Island State Land Survey And Between And Adjacent To 1606 And 1616 S Station Street And Within The City Of Port Aransas, Is Not Necessary For Public Use As A Thoroughfare; Providing For The Vacation, Abandonment And Closure Of The Unimproved Street; And Releasing Any And All Public Rights, Title And Interest.

H. **RESOLUTION** – Award Request for Proposal (RFP) EM-001-2019 Disaster Debris Management, Removal and Disposal Services to DRC Emergency Services, LLC.; Authorizing the City Manager to Sign a One (1) Year Contract with Options Relating to Said Contract Agreement.

I. **RESOLUTION** – Award Request for Proposal (RFP) EM-002-2019 Disaster Debris Monitoring Services to Debris Tech.; Authorizing the City Manager to Sign a One (1) Year Contract with Options Relating to Said Contract Agreement.

J. **RESOLUTION** – Award Request for Proposal (RFP) for the Municipal Boat Harbor Debris Removal and Disposal Services to DRC Emergency Services; Funds from Hurricane Harvey Account #999; Authorizing Future Budget Amendment from FY 2018-2019 Budget; And Authorizing the City Manager to Sign all documents Associated with Said Contract Agreement.

K. **RESOLUTION** – Award Request for Proposal (RFP) for the Robert’s Point Pier, Ancel Brundrett Memorial Pier and Charlie’s Pasture Pier Demolition to Derrick Construction in the amount of $374,351.00; Funds from Hurricane Harvey Account #999; Authorizing Future Budget Amendment from FY 2018-2019 Budget; And Authorizing the City Manager to Sign all documents Associated with Said Contract Agreement.

L. **PRESENTATION/GENERAL DISCUSSION** – Broaddus will provide an update on Hurricane Harvey Recovery.

M. **RESOLUTION** – Approving the Standards of Care Policy for the City’s Youth Programs operated by the City’s Parks & Recreation Department for the 2019-2020 Year.

N. Board appointments to the Airport Advisory Board and Nature Preserve Advisory Board.
8. **STAFF REPORTS:** Pursuant to Home Rule Charter and Code of Ordinances - presentation, general discussion and approval of the following reports:

   O. Legislative Update – The City Manager will provide an update on the 86th Legislative Session – *City related Bills*.

   P. Monthly/Quarterly Reports –
      i. Accounting/Finance - *Darla Honea, Finance Director*
      ii. Police – *Scott Burroughs, Police Chief*

9. **CITY COUNCIL COMMENTS AND ITEMS FOR FUTURE CONSIDERATION** - Expressions of thanks, congratulations or condolences; information regarding holiday schedules; honorary recognition of city officials, employees or other citizens; reminders about upcoming events sponsored by the City or other entity that are scheduled to be attended by a city official or city employee.

10. **ADJOURNMENT**

**CERTIFICATION**

I certify that the above notice of meeting was posted on the bulletin board at City Hall, 710 W. Avenue A, Port Aransas, Texas on Monday, June 17, 2019 at 5:00 pm and on the City’s website at [www.cityofportaransas.org](http://www.cityofportaransas.org). I further certify that the following News Media were property notified on this meeting as stated above: *South Jetty, Island Moon* and *Corpus Christi Caller Times*.

______________________________
Francisca Nixon, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ______ day of ________, 2019.

By: ______________________________ Title: ______________________________

**NOTICE**

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the city secretary at (361) 749-4111, via facsimile at (361) 749-4101 or email at citysecretary@cityofportaransas.org for further information. Braille is not available.

The City Council may go into a Closed Executive Session pursuant to Texas Government Code §§551.071, 551.072, 551.074, 551.075, 551.076, 551.087 and §418.183(f) of the Texas Disaster Act. Refer to list below and incorporated herein. A Closed Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the City Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.
### TEXAS GOVERNMENT CODE EXCEPTIONS

<table>
<thead>
<tr>
<th>EXCEPTION</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>551.071</td>
<td>Consultations with Attorney</td>
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<tr>
<td>551.072</td>
<td>Deliberations about Real Property</td>
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<tr>
<td>551.074</td>
<td>Personnel Matters</td>
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<tr>
<td>551.076</td>
<td>Deliberations Regarding Security Devices or Security Audits</td>
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<tr>
<td>551.087</td>
<td>Deliberation Regarding Economic Development Negotiations</td>
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<tr>
<td>418.183(f)</td>
<td>At any time during a state of disaster. A governmental body subject to Chapter 551 is not required to conduct an open meeting to deliberate information to which this section applies. Notwithstanding Section 551.103(a), the governmental body must make a tape recording of the proceedings of a closed meeting to deliberate the information.</td>
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PUBLIC HEARING

Port Aransas City Council

NOTICE is hereby given in accordance with Texas Local Government Code 212 and Port Aransas, City Code Section 25 that the City Council will hold a Public Hearing on Thursday, June 20, 2019 at 5:00 p.m., Port Aransas City Hall Council Chambers, 710 W Avenue A, Port Aransas, Nueces County, Texas, to consider the following items:  

(1) **FPLT 19-1358** Final Plat of Lots 4-R, 11-R, 13-R and 16-R, Block 53, Aransas Holding Company Subdivision Section "C", City of Port Aransas, Nueces County, Texas being a final plat of Lots 4-10 and Lots 11-17, And a 20.0 Foot Wide Alley Closed and Abandoned by the City of Port Aransas under Ordinance Number 2018-17, Block 53, Aransas Holding Company Subdivision, Section “C”, according to the plat recorded in Volume 5, Pages 34-35, Map Records of Nueces County, Texas.  Applicant: Garrett Kypke, Rudy Casillas, Truefarm, Inc, La Ararjea Investors, LLC.  Property Location: 810 Ninth St & 800 Block of Ninth St.  

(2) **FPLT 19-1519** Final Plat of Palmilla Beach PUD Fairway Row Houses being a replat of Lot 18B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-38, Map Records of Nueces County, Texas.  

(3) **FPLT 19-1520** Final Plat of Palmilla Beach PUD Block 6, Lots 5B through 5P being a replat of Lots 5A, 6A, 7A, and 8A, Block 6, Palmilla Beach Unit 1E, a map of which is recorded in Volume 68, Page 34 Map Records of Nueces County, Texas, Lots 9A, 10Am 11A, and 12A, Block 6, Palmilla Beach Unit 1F, a map of which is recorded in Volume 68, Page 35, Map Records of Nueces County, Texas and Lot 13B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-381, Map Records of Nueces County, Texas.  

(4) **VC 19-1543** Street Closure Request. Applicants are requesting to close a 50’ wide, 300’ long unimproved, unnamed street being a portion of Lots 4 & 5, Block 61, Mustang Island State Land Survey and adjacent to their properties.  Applicants: Tanya Chuoke & Clifton Clemons.  Property Location: The 50’ Right of way between 1606 and 1616 S Station Street and extending 300’ westward towards Hwy 361. 

The City encourages citizens to participate and make their views known at this Public Hearing. For further information on this request(s) please contact the Planning & Projects Department at (361) 749-4111. This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (361) 749-4111 or FAX (361) 749-4723 or e-mail fnixon@cityofportaransas.org for further information. Braille is not available.

**POSTED** this the 3rd Day of June, 2019 on the bulletin board at Port Aransas City Hall, 710 W Avenue A, Port Aransas, Texas and on the webpage www.cityofportaransas.org. **TIME: 2pm**

**PUBLISHED** in The South Jetty in the Thursday June 6, 2019 Edition, in accordance with the Port Aransas Zoning Ordinance.

**CITY OF PORT ARANSAS, TEXAS**

Nicole Boyer, Planning Assistant
AGENDA ITEM: 6-A

Discuss and take action on the 2nd Reading of an Ordinance Amending the Code of Ordinances Chapter 23, “Traffic and Motor Vehicles”, by Inserting a new Article IX. “Motor-Assisted Scooters” by adding Definition, Prohibitions, Rules, Regulations, Violations and Penalty; Providing for The Validity of Said Ordinance; Repealing All Prior Ordinances in Conflict Herewith; and Providing for An Effective Date.

SUBMITTED BY: Planning and Development Director Rick Adams

APPROVED FOR AGENDA: City Manager David Parsons

COMMENTARY: At the May 16th City Council meeting staff provided 3 options for the amendment of Code of Ordinances Chapter 23, “Traffic and Motor Vehicles” by adding Definition, Prohibitions, Rules, Regulations, Violations and Penalty for Motor-Assisted Scooters. City Council approved the option to generally allow private use but prohibit commercial rental of Motor assisted scooters. All the provided options restrict use to public streets and roads with speeds 35mph or less, no sidewalks (unless specifically designated a bike path) and adds 16-year-old age restriction and helmet requirement until age 18.

1st Reading: May 16, 2019

ATTACHMENTS: Draft Ordinance
               Staff recommendations

STAFF RECOMMENDATION: Motion to approve 2nd reading of an Ordinance Amending the Code of Ordinances Chapter 23, “Traffic and Motor Vehicles”, by Inserting a new Article IX. “Motor-Assisted Scooters”

COUNCIL ACTION REQUESTED: Port Aransas City Council discuss and approve 2nd Reading of an Ordinance Amending the Code of Ordinances Chapter 23, “Traffic and Motor Vehicles”, by Inserting a new Article IX. “Motor-Assisted Scooters” by adding Definition, Prohibitions, Rules, Regulations, Violations and Penalty; Providing for The Validity of Said Ordinance; Repealing All Prior Ordinances in Conflict Herewith; and Providing for An Effective Date.
ORDINANCE NO 2019-

AN ORDINANCE AMENDING THE CODE OF ORDINANCES CHAPTER 23, “TRAFFIC AND MOTOR VEHICLES”, BY INSERTING A NEW ARTICLE IX. “MOTOR-ASSISTED SCOOTERS” BY ADDING DEFINITION, PROHIBITIONS, RULES, REGULATIONS, VIOLATIONS AND PENALTY; PROVIDING FOR THE VALIDITY OF SAID ORDINANCE; REPEALING ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Aransas ("City Council") seeks to establish regulations for the use and operation of motor-assisted scooters, as defined in this ordinance and by Chapter 551 of Texas Transportation Code; and

WHEREAS, pursuant to Chapter 551.352 of the Texas Transportation Code, the City has the authority to regulate the operation of a motor-assisted scooter on a street, highway, or sidewalk if the governing body of the county or municipality determines that the prohibition is necessary in the interest of safety; and

WHEREAS, pursuant to Texas Local Government Code Section 51.00 l, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council has strong reason to believe that left unchecked, the commercial proliferation of motor assisted scooters presents a safety issue for the public; and

WHEREAS, the City Council finds that the amendments imposed by this Ordinance are characterized as reasonable, necessary, and proper for the good government of the City.

NOW, THEREFORE, BE IT ORDAINED by the Port Aransas City Council:

1. FINDINGS OF FACT
The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

2. ENACTMENT
Chapter 23 of the City of Port Aransas Code of Ordinances is hereby amended to include the addition of Article IX: Motor Assisted Scooters, Section 23-315—23- ___ to read in accordance with Attachment A, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on Attachment A.

3. READING.
As provided by Article III, Section 13 and Article III, Section 12.b. of the Charter of the City of Port Aransas, this ordinance or the caption of it shall be read at three city council meetings with at least one week elapsing between each reading.
4. REPEALER
All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

5. SEVERABILITY
Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

6. CODIFICATION
The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

7. EFFECTIVE DATE
This Ordinance shall become effective immediately upon adoption and publication as required by law.

8. PROPER NOTICE & MEETING
It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED and APPROVED by the Port Aransas City Council, County of Nueces, State of Texas, on this day of 2019.

CITY OF PORT ARANSAS, TEXAS

Charles R. Bujan, Mayor
Chapter 23: TRAFFIC AND MOTOR VEHICLES

Article IX: Motor Assisted Scooters

23-315: Title:
This division shall be commonly cited as the "motor-assisted scooter ordinance".

23-316: Purpose:
These rules are established to regulate the use of motor-assisted scooters on all property within the incorporated municipal boundaries (i.e. city limits). These rules are intended to ensure public safety. Failure to abide by these rules shall result in penalty as defined in this ordinance.

23-317: Definitions:
For the purposes of this chapter, the following terms or words will have the following definitions, unless the context clearly indicates that a different meaning is intended:

Motor-assisted scooter.
Means
a. a self-propelled device with at least two wheels in contact with the ground during operation;
b. a braking system capable of stopping the device under typical operating conditions;
c. a gas motor not exceeding 40 cubic centimeters;
d. an electric motor whose power output does not exceed 2000 watts;
e. a deck designed to allow a person to stand or sit while operating the device;
f. and the ability to be propelled by human power alone;
g. or as defined now or in the future by Chapter 551 of Texas Transportation Code. A motorized wheelchair, scooter or any other motorized mobility device, as defined by Section 542.009 of the Texas Transportation Code to be used by the disabled is not a motor-assisted scooter as defined or regulated in this division.

Helmet.
Any protective headgear which meets the standards of the American National Standards Institute (ANSI Z90.4 Bicycle Helmet Standard) or any similarly approved head protection for use in bicycling.

23-318: Motor-assisted Scooter Use and Operation:
A. Commercial Rental of motor-assisted scooters for use on any public street, sidewalk, Right-Of-Way (ROW) or any other public area is prohibited in the city limits of Port Aransas. Commercial rental for the purpose of this section means an agreed to temporary use of a motor-assisted scooter in exchange for compensation or any other form of consideration.

B. Privately owned, non-commercial motor-assisted scooters may be operated in the municipal boundaries of Port Aransas (i.e. city limits) provided that:

1. The operator of the motor-assisted scooter is 16 years of age or older.
2. A parent or guardian shall not allow a child in their care, who is under the age of 16 years old, to operate a motor assisted scooter.
3. The motor-assisted scooters is only operated on private property; public street, alley or roadway for which the posted speed limit is 35 miles per hour or less; or on a public path specifically set aside as a bicycle path. The vehicle may cross a road or street at an intersection where the road or street has a posted speed limit of more than thirty-five (35) miles per hour only if the operator walks the vehicle across the street while observing all applicable pedestrian laws.
4. The motor-assisted scooter is not operated on a sidewalk unless that sidewalk has been specifically designated as a bicycle path and is of sufficient width to allow simultaneous counter movement of pedestrian traffic.
5. Operators under the age of 18 wear a properly fitted and fastened helmet.
6. Operators of a motor-assisted scooter traveling at a speed slower than the normal and reasonable flow of motor vehicle traffic shall ride as near to the right side of the right through lane as is safe, except as may be appropriate while preparing to make or while making turning movements, or while overtaking and passing another vehicle or pedestrian proceeding in the same direction.
7. Every motor-assisted scooter when in use at any time from half hour after sunset to a half hour before sunrise must be equipped with a lamp on the front that emits a white light visible at a distance of at least five hundred (500) feet to the front and with a red reflector visible from the rear.
8. At all times, operators of motor-assisted scooters shall yield the right-of-way to pedestrians and human-powered devices and shall give an audible signal before overtaking and passing a pedestrian or human-powered device.
9. No motorized foot scooter shall be operated with any passenger or other person in addition to the operator.
10. Any person operating a motorized scooter shall obey the instructions of official traffic control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a police officer.

23-319: Impoundment:

A. The City may impound any motor-assisted scooter found unattended on any public property, public sidewalk, public street or highway within the City. "Impoundment" or "impound" as used in this chapter means removal of a motor-assisted scooter to a temporary storage location of the city.

B. All motor-assisted scooters impounded under this section shall be subject to an impound fee set by City Council sufficient to offset the city's costs of enforcement and storage for each such motor-assisted scooter.
**23-320: Criminal Offenses:**

A. The Office of the Chief of Police shall enforce and administer this Ordinance and includes police officers and code compliance officers.

B. A person commits an offense if the person violates or attempts to violate a provision of this Article.

C. Violations of the Texas Transportation Code Chapter 551, Subchapter B and Subchapter F as they relate to the operation of motor-assisted scooters will be strictly enforced.

D. A culpable mental state is not required for the commission of an offense under this article. A separate offense is committed each day in which an offense occurs.

E. Prosecution for an offense under this article does not prevent the use of other enforcement remedies or procedures applicable to the person charged with the conduct or involved in the offense.

F. Any person who violates any of the provisions of this Ordinance shall be guilty of a Class C misdemeanor and upon adjudication or conviction thereof shall be fined in an amount not to exceed $500 for each offense.

**23-321: Severability:**

If any section or provision of the ordinance codified in this chapter is declared invalid for any reason whatsoever, same shall not affect the validity or constitutionality of any other part or portion of this chapter.

**23-322—23-330-Reserved**
AGENDA ITEM: 7-B

Discuss and take action to approve the Convention Center Project Private Letter Ruling (PLR) Development Agreement and Chapter 380 Development Agreement for submittal to the State Comptroller.

SUBMITTED BY: Chamber of Commerce President Jeff Hentz

APPROVED FOR AGENDA: City Manager David Parsons

COMMENTARY: At the time of the preparation of the agenda packet information was not available.
AGENDA ITEM: 7-C

Discuss And Take Action To Approve FPLT 19-1358 Final Plat Of Lots 4-R, 11-R, 13-R And 16-R, Block 53, Aransas Holding Company Subdivision Section "C", City Of Port Aransas, Nueces County, Texas Being A Final Plat Of Lots 4-10 And Lots 11-17, And A 20.0 Foot Wide Alley Closed And Abandoned By The City Of Port Aransas Under Ordinance Number 2018-17, Block 53, Aransas Holding Company Subdivision, Section “C”, According To The Plat Recorded In Volume 5, Pages 34-35, Map Records Of Nueces County, Texas. Applicant: Garrett Kypke, Rudy Casillas, Truefarm, Inc, La Ararjea Investors, LLC. Property Location: 810 Ninth St & 800 Block of Ninth St.

SUBMITTED BY: Planning Department, Director of Development Rick Adams

APPROVED FOR AGENDA: City Manager David Parsons

SUMMARY/BACKGROUND INFORMATION: Applicants request of replat of multiple lots to incorporate a previously closed alleyway (Closed by Council in Ordinance # 2018-17) into adjoining properties.

PUBLIC HEARING NOTICE: May 28, 2019; 5pm & June 20, 2019; 5pm
PUBLIC HEARING NOTICE: South Jetty, May 9, 2019 & June 6, 2019 editions

ATTACHMENTS: Plat Application
Proposed Plat
Site Plan
Engineer Review Comments
Utility Reviews (3 pages)

STAFF RECOMMENDATION: Motion to approve FPLT 19-1358 Final Plat located at 300 810 Ninth St & 800 Block of Ninth St. requested by applicants Garrett Kypke, Rudy Casillas, Truefarm, Inc, La Ararjea Investors, LLC.

COUNCIL ACTION REQUESTED: Port Aransas City Council approve FPLT 19-1358 Final Plat Of Lots 4-R, 11-R, 13-R And 16-R, Block 53, Aransas Holding Company Subdivision Section "C", City Of Port Aransas, Nueces County, Texas Being A Final Plat Of Lots 4-10 And Lots 11-17, And A 20.0 Foot Wide Alley Closed And Abandoned By The City Of Port Aransas Under Ordinance Number 2018-17, Located At 810 Ninth St & 800 Block Of Ninth St. Requested By Applicants Garrett Kypke, Rudy Casillas, Truefarm, Inc, La Ararjea Investors, LLC.
APPLICATION
FOR
FINAL PLAT APPROVAL

Section 1. General. The undersigned Applicant (Applicant is synonymous with owner) makes this Application for Final Plat Approval in accordance with Chapter 21, Port Aransas Code and in particular, Section 21-38 thereof. If there is insufficient room on this Application to completely answer any item, attach an exhibit. This Application has to be signed under Section 5 by the Applicant and the engineer or surveyor.

Section 2. Application. If you have already completed and filed an Application for Preliminary Plat Approval, then under this section of the Final Plat Application, you only need to specify the changes, if any, in the information provided in the Preliminary Plat Application. State whether there are or are not any changes. If there are any changes, explain them:

If you have not completed a Preliminary Plat Application, then provide the following information, as required by Section 21-38.A (1) and Section 21-37.A, Port Aransas, Code:

(1) State the name, business addresses and telephone numbers of the owners, engineer and surveyor.

For Owners/Developers

GARRETT KYPKE 361.332.2499
P. O. BOX 1133, PORT ARANSAS, TX 78373
RUDY CASILLAS, TRUEFARM, INC.
LA ATARJEA INVESTORS, LLC

Engineer/Surveyor

GRIFFITH & BRUNDRETT SURVEYING & ENGINEERING, INC.
J. L. BRUNDRETT, JR, PE, RPLS 361.729.6479
P. O. BOX 2322, ROCKPORT, TX 78381

(2) Describe the legal ownership interest of all owners in the tract. 100%

(3) The information required in this Section 2 shall cover all property covered by the final plat and all of the applicant’s contiguous property.

(4) State whether the development is Staged Development or Major Development. It is staged if Applicant owns contiguous property not being finally platted under this final plat. MAJOR DEVELOPMENT

(5) By signing this Application, you are acknowledging that you are aware that, if your property encompasses “wetlands” as determined by the Corp of Engineers, it may be subject to certain development restrictions mandated by State and / or Federal law.

(6) State the source for water service, whether water well or Water District.

WATER DISTRICT

(7) State the source for sewer service whether septic or Water District.

WATER DISTRICT

(8) Provide a full legal description of the property covered by the Final Plat and include all of applicant’s contiguous property. SEE BELOW

(9) State whether or not there are any private covenants or restrictions applicable to the land or any part of it, and, if there are, attach a copy of all private covenants and restrictions applicable to the land.

NO PRIVATE COVENANTS / RESTRICTIONS

FULL LEGAL DESCRIPTION OF PROPERTY; LOTS 4-R, 11-R, 13-R & 16-R, BLOCK 53, ARANSAS HOLDING COMPANY SUBDIVISION, SECTION "C", CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS, BEING A FINAL PLAT OF LOTS 4-10 AND LOTS 11-17, AND A 200 FOOT WIDE ALLEY CLOSED AND ABANDONED BY THE CITY OF PORT ARANSAS UNDER ORDINANCE NUMBER 2018-17, BLOCK 53, ARANSAS HOLDING COMPANY SUBDIVISION, SECTION "C", ACCORDING TO THE PLAT RECORDED IN VOLUME 5, PAGES 34-35, MAP RECORDS OF NUECES, COUNTY, TEXAS.
(10) Attach to this Application a written memorandum from the Water District stating that the District's authorized agent has received a copy of the Preliminary Plat, that the District concurs in the preliminary illustration of water and sewer utilities and either objects to or approves of the proposed plat.

Section 3. Map. You must submit with this Application a final plat map, in compliance with and containing all information and being in the form required by Section 21-38B, Port Aransas Code, which section requires that the Final Plat Map shall include the following:

(1) The title or name by which the subdivision is to be identified, north arrow, the scale of the map, and the seal and name of the State Registered professional land surveyor responsible for preparation of the map.

(2) A definite legal description and identification of the tract being subdivided. This description shall be sufficient for the requirements of title examination.

(3) The boundaries of the subdivided property, the location or designation of all streets, alleys, parks, and other areas intended to be dedicated or deemed to public use with proper dimensions. The boundaries of the subdivision shall be indicated by a heavy line equivalent to a No. 5 Reservoir pen and shall be tied by dimension to the established centerline of all existing boundary streets.

(4) The location of all adjacent streets and alleys, with their names, and the names of adjoining subdivisions with exact location and designation by number of lots and blocks.

(5) All lot, block, and street boundary lines, with blocks and lots numbered or lettered consecutively. The area of each lot in square feet or acreage, building lines, required yards adjacent to streets, and easements shall be shown and shall be defined by dimension. Actual widths of all street right-of-way shall be shown, measured at right angles or radially, where curved. All principal liens shall have the bearing, and any deviations from the norm shall be indicated.

(6) Accurate dimensions, both linear and angular, of all items on the plat. The boundary survey on the site shall close within one (1) in ten thousand (1:10,000). Linear dimensions shall be expressed in feet and decimals of a foot. Angular dimensions may be shown by bearings. Curved boundaries shall be fully described an all-essential information given. Circular curves shall be defined by actual length of radius and not be degree of curve. Complete dimensional data shall be given on fractional lots.

(7) The location and description of all lot and block corners and permanent survey reference monuments. The plat shall reflect whether such corners or monuments have been found or set by the surveyor. All new corners and monuments shall be of three-quarter (3/4) inch iron pipe or five-eights (5/8) inch iron rod and shall meet the following standards:

(a) Lot corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground.
(b) Block corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground and shall include the beginning and end of all curves within each block.
(c) Reference points shall be twenty-four to thirty (24-30) inches long, placed one (1) foot below the surface of the finished ground elevation at suitable locations throughout the subdivision. There shall be at least as many reference points as there are blocks in the subdivision, but not less than two, add the distance between successive monuments along any street or reference line shall not be greater than one thousand (1,000) feet. Reference points shall be other than and in addition to markers set for block or lot corners.
(8) Public Improvement Dedication certificate substantially as follows: "The undersigned, being all of the owners of the property covered by this plat map, hereby dedicate to and for the public and the City of Port Aransas, in perpetuity, the public areas, shown on this plat map, including all easements rights-of-way, streets, alleys, squares, parks, and other public parts of the tract." This certificate shall be signed and acknowledged by all owners of any interest in said land. The form of acknowledgment shall be as required for the acknowledgement of deeds. Written, signed approval and acceptance of such dedication by all lien holders shall be included.

(9) A certificate by the responsible surveyor in charge, duly authenticate, that the plat is true and correct and in accordance with the determination of surveys actually made on the ground. If the surveyor who prepared the plat did not make the boundary survey, this fact should be noted in the certificate. Also, the certificate should show whether or not the tract is within the City limits or extra territorial jurisdiction of Port Aransas, unless the information is shown in suitable manner elsewhere on the face of the plat.

(10) The Final Plat Map shall be signed by all owners of the platted tract and their signatures shall be acknowledged in the manner required for deed recordation. Section 212.004 (c).

(11) The Final Plat Map shall be signed by all lien holders in approval and their signatures shall be acknowledged in the manner required for deed recordation.

(12) In addition to other required certificates, the following signed certificates shall be on the plat map preceding the certificate of the County Clerk:

(a) STATE OF TEXAS  
COUNTY OF NUECES

This Final Plat of the herein described property approved by the City Engineer for the City of Port Aransas, Texas.

This the ___________ day of ________________________, 20______.

__________________________  
City Engineer

(b) STATE OF TEXAS  
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the Planning and Zoning Commission on the _____day of ________________________, 20______.

__________________________  
Chairman of P&Z Commission

__________________________  
City Secretary
(c) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the City Council on the _________ day of __________, 20_____.

______________________________
Mayor

______________________________
City Secretary

(d) If a subdivision is located in an area not served by a sanitary sewer system and septic tanks are to be used, the following form shall be included on the plat:

COUNTY OF NUECES

Approved by the Nueces County Health Department on the _______ day of ________________, 20_____. Any private water supply and / or sewage system shall be approved by the Nueces County Health Department prior to installation.

Section 4. Hearing. The Applicant agrees and consents to Planning and Zoning Commission hearing this Final Plat Application on the last Monday of the calendar month next following the 30th day after the Application is filed.

Section 5. Signatures.

Owners Signature. The owners must sign this statement on the signature line provided below. Section 21-38.A (3), Port Aransas Code. The undersign, being the owners of the land, affirm that all information contained in or submitted as part of the platting process is true and correct, and that all public improvements required as part of the development will be constructed in accordance with the Final Plat and in accordance with all ordinances, rules and regulations of the City governing the development, platting and subdivision of land. If an agent is signing for owner, state name and capacity.

Signed this ______ day of April, 2019.

______________________________
OWNER

______________________________
OWNER
Engineer or Surveyor Signature. The engineer and/or surveyor preparing the plat map must sign this statement on the signature line provided below. Section 21-38.A (2), Port Aransas Code. The undersigned, the registered engineer or land surveyor preparing the plat map, affirm that I have, to the best of my ability, designed the subdivision in accordance with the city ordinances and regulations governing the development, platting and subdivision of land, except where a variance is requested, the reasons for which are hereinafter stated. If there are no variances requested, state "None". If there are variances requested, describe the variances and the reasons for each.

Signed the __th day of ____, 20__.  

______________________________  ENGINEER / SURVEYOR

For Building Official Use Only

The Application is not filed unless and until it (including the map) complies with the requirements of Section 21-38, Port Aransas Code, and contains all information above required.

Filed on ________________________, 20__.

______________________________  Building Official
City of Port Aransas
April 26, 2019

Nicole Boyer  
City of Port Aransas  
710 West Avenue A  
Port Aransas, Texas 78373

Subject: Review of PPLT 19-1358 Lots 4-17, Block 53 Aransas Holding Company Subdivision, Section “C”.

Nicole,

We have reviewed the replat for general conformance with Port Aransas Municipal code and have the following comments:

- As a final plat, the document and Application are generally acceptable.
- As a preliminary plat, several items are missing, see below:

1. Section 3(5) States the plat map must contain location of existing sewers, water, and gas mains, and any other public utilities.
2. Section 3(6) States the plat map must contain a proposed general plan for sewer, water, gas, and other public utilities in sufficient detail.
3. Section 3(7) States the plat map must contain a general plan for storm water drainage in sufficient detail (direction of flow, location of drainage ditches or structures)
4. Section 3(13) States the plat map must contain Contours at two (2) foot intervals of the property.

Note: The plat map’s scale will need building official approval, per Section 3(15)

If you have any questions, please contact me at your convenience.

Sincerely,
URBAN ENGINEERING

[Signature]

Stephen L. Skrobanetz Jr., P.E.
CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
April 25, 2019

SUBJECT:  PPLT & FPLT 19-1357 Final Plat of Lots 4-R, 11-R, 13-R and 16-R, Block 53, Aransas Holding Company Subdivision Section "C", City of Port Aransas, Nueces County, Texas being a final plat of Lots 4-10 and Lots 11-17, And a 20.0 Foot Wide Alley Closed and Abandoned by the City of Port Aransas under Ordinance Number 2018-17, Block 53, Aransas Holding Company Subdivision, Section "C", according to the plat recorded in Volume 5, Pages 34-35, Map Records of Nueces County, Texas. Applicant: Garrett Kypke, Rudy Casillas, Truefarm, Inc, La Aranjea Investors, LLC. Property Location: 810 Ninth St & 800 block of Ninth St.

NUECE CO. WATER DISTRICT #4

CENTURYLINK OF PORT ARANSAS

AEP TEXAS CENTRAL COMPANY

CITY OF PORT ARANSAS GAS DIVISION

COMMENTS:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

BY: [Signature] DATE: 5-2-2019

AUTHORIZED SIGNATURE
SUBJECT:  PPLT & FPLT 19-1357 Final Plat of Lots 4-R, 11-R, 13-R and 16-R, Block 53, Aransas Holding Company Subdivision Section "C", City of Port Aransas, Nueces County, Texas being a final plat of Lots 4-10 and Lots 11-17, And a 20.0 Foot Wide Alley Closed and Abandoned by the City of Port Aransas under Ordinance Number 2018-17, Block 53, Aransas Holding Company Subdivision, Section “C”, according to the plat recorded in Volume 5, Pages 34-35, Map Records of Nueces County, Texas. Applicant: Garrett Kypke, Rudy Casillas, Truefarm, Inc, La Aranjela Investors, LLC. Property Location: 810 Ninth St & 800 block of Ninth St.

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COMMENTS:

________________________________________________________________________

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________________________________________________________________________

BY: ___________________________ DATE: ________________________

AUTHORIZED SIGNATURE
SUBJECT:  PPLT & FPLT 19-1357 Final Plat of Lots 4-R, 11-R, 13-R and 16-R, Block 53, Aransas Holding Company Subdivision Section "C", City of Port Aransas, Nueces County, Texas being a final plat of Lots 4-10 and Lots 11-17, And a 20.0 Foot Wide Alley Closed and Abandoned by the City of Port Aransas under Ordinance Number 2018-17, Block 53, Aransas Holding Company Subdivision, Section “C”, according to the plat recorded in Volume 5, Pages 34-35, Map Records of Nueces County, Texas. Applicant: Garrett Kypke, Rudy Casillas, Truefarm, Inc, La Ararjea Investors, LLC. Property Location: 810 Ninth St & 800 block of Ninth St.

APPROVE PROTEST

NUCES CO. WATER DISTRICT #4 _______ _______

CENTURYLINK OF PORT ARANSAS _______ _______

AEP TEXAS CENTRAL COMPANY _______ _______

CITY OF PORT ARANSAS GAS DIVISION _______ X _______

COMMENTS:

None

BY: ____________________________ DATE: April 29, 2019

AUTHORIZED SIGNATURE
AGENDA ITEM: 7-D

Discuss and Take Action to Approve FPLT 19-1519 Final Plat of Palmilla Beach PUD Fairway Row Houses being a replat of Lot 18B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-38, Map Records of Nueces County, Texas.

SUBMITTED BY: Planning Department, Director of Development Rick Adams

APPROVED FOR AGENDA: City Manager David Parsons

SUMMARY/BACKGROUND INFORMATION: Applicant request of replat of multiple lots to create a reconfiguration as depicted on attached plat. (original lot lines shown on exhibit in red).

PUBLIC HEARING NOTICE: May 28, 2019; 5pm & June 20, 2019; 5pm
PUBLIC HEARING NOTICE: South Jetty, May 9, 2019 & June 6, 2019 editions

ATTACHMENTS: Plat Application
- Proposed Plat (Revised) (2)
- Exhibit showing existing lot configuration
- Utility response (3)
- Engineer Review Comments
- Applicant Engineer Review Comment Responses
- Email exchange between Engineer and Fire Marshal
- Exhibit of site design
- Reviewing Engineer Approval

STAFF RECOMMENDATION: Motion to approve FPLT 19-1519 Final Plat of Palmilla Beach PUD Fairway Row Houses being a replat of Lot 18B, Block 6, Palmilla Beach Unit 1H requested by applicant KM Beach, LLC.

COUNCIL ACTION REQUESTED: Port Aransas City Council approve FPLT 19-1519 Final Plat of Palmilla Beach PUD Fairway Row Houses being a replat of Lot 18B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-38, Map Records of Nueces County, Texas.
APPLICATION FOR FINAL PLAT APPROVAL

Section 1. General. The undersigned Applicant (Applicant is synonymous with owner) makes this Application for Final Plat Approval in accordance with Chapter 21, Port Aransas Code and in particular, Section 21-38 thereof. If there is insufficient room on this Application to completely answer any item, attach an exhibit. This Application has to be signed under Section 5 by the Applicant and the engineer or surveyor.

Section 2. Application. If you have already completed and filed an Application for Preliminary Plat Approval, then under this section of the Final Plat Application, you only need to specify the changes, if any, in the information provided in the Preliminary Plat Application. State whether there are or are not any changes. If there are any changes, explain them:

If you have not completed a Preliminary Plat Application, then provide the following information, as required by Section 21-38.A (1) and Section 21-37.A, Port Aransas, Code:

(1) State the name, business addresses and telephone numbers of the owners, engineer and surveyor.

<table>
<thead>
<tr>
<th>For Owners/Developers</th>
<th>Engineer/Surveyor</th>
</tr>
</thead>
<tbody>
<tr>
<td>KM Beach, LLC</td>
<td>Urban Engineering</td>
</tr>
<tr>
<td>755 E. Mulberry Avenue, Suite 600</td>
<td>2725 Swantner Drive</td>
</tr>
<tr>
<td>San Antonio, Texas 78212</td>
<td>Corpus Christi, Texas 78404</td>
</tr>
<tr>
<td>(210)294-0702</td>
<td>(361)854-3101</td>
</tr>
</tbody>
</table>

(2) Describe the legal ownership interest of all owners in the tract.

KM Beach, LLC - 100%

(3) The information required in this Section 2 shall cover all property covered by the final plat and all of the applicant's contiguous property.

(4) State whether the development is Staged Development or Major Development. It is staged if Applicant owns contiguous property not being finally platted under this final plat. Major Development

(5) By signing this Application, you are acknowledging that you are aware that, if your property encompasses "wetlands" as determined by the Corp of Engineers, it may be subject to certain development restrictions mandated by State and / or Federal law.

(6) State the source for water service, whether water well or Water District.

Water District

(7) State the source for sewer service whether septic or Water District.

Water District

(8) Provide a full legal description of the property covered by the Final Plat and include all of applicant's contiguous property. being a re-plat of Lot 18B, Block 6, Palmile Beach, Unit 1H, a map of which is recorded in Volume 68, Pages 380-381, Map Records of Nueces County, Texas.

(9) State whether or not there are any private covenants or restrictions applicable to the land or any part of it, and, if there are, attach a copy of all private covenants and restrictions applicable to the land.
(10) Attach to this Application a written memorandum from the Water District stating that the District’s authorized agent has received a copy of the Preliminary Plat, that the District concurs in the preliminary illustration of water and sewer utilities and either objects to or approves of the proposed plat.

Section 3. Map. You must submit with this Application a final plat map, in compliance with and containing all information and being in the form required by Section 21-38B, Port Aransas Code, which section requires that the Final Plat Map shall include the following:

(1) The title or name by which the subdivision is to be identified, north arrow, the scale of the map, and the seal and name of the State Registered professional land surveyor responsible for preparation of the map.

(2) A definite legal description and identification of the tract being subdivided. This description shall be sufficient for the requirements of title examination.

(3) The boundaries of the subdivided property, the location or designation of all streets, alleys, parks, and other areas intended to be dedicated or deeded to public use with proper dimensions. The boundaries of the subdivision shall be indicated by a heavy line equivalent to a No. 5 Reservoir pen and shall be tied by dimension to the established centerline of all existing boundary streets.

(4) The location of all adjacent streets and alleys, with their names, and the names of adjoining subdivisions with exact location and designation by number of lots and blocks.

(5) All lot, block, and street boundary lines, with blocks and lots numbered or lettered consecutively. The area of each lot in square feet or acreage, building lines, required yards adjacent to streets, and easements shall be shown and shall be defined by dimension. Actual widths of all street right-of-way shall be shown, measured at right angles or radially, where curved. All principal liens shall have the bearing, and any deviations from the norm shall be indicated.

(6) Accurate dimensions, both linear and angular, of all items on the plat. The boundary survey on the site shall close within one (1) in ten thousand (1.10,000). Linear dimensions shall be expressed in feet and decimals of a foot. Angular dimensions may be shown by bearings. Curved boundaries shall be fully described an all-essential information given. Circular curves shall be defined by actual length of radius and not be degree of curve. Complete dimensional data shall be given on fractional lots.

(7) The location and description of all lot and block corners and permanent survey reference monuments. The plat shall reflect whether such corners or monuments have been found or set by the surveyor. All new corners and monuments shall be of three-quarter (3/4) inch iron pipe or five-eights (5/8) inch iron rod and shall meet the following standards:

(a) Lot corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground.

(b) Block corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground and shall include the beginning and end of all curves within each block.

(c) Reference points shall be twenty-four to thirty (24-30) inches long, placed one (1) foot below the surface of the finished ground elevation at suitable locations throughout the subdivision. There shall be at least as many reference points as there are blocks in the subdivision, but not less than two, add the distance between successive monuments along any street or reference line shall not be greater than one thousand (1,000) feet. Reference points shall be other than and in addition to markers set for block or lot corners.
Public Improvement Dedication certificate substantially as follows: "The undersigned, being all of the owners of the property covered by this plat map, hereby dedicate to and for the public and the City of Port Aransas, in perpetuity, the public areas, shown on this plat map, including all easements rights-of-way, streets, alleys, squares, parks, and other public parts of the tract." This certificate shall be signed and acknowledged by all owners of any interest in said land. The form of acknowledgment shall be as required for the acknowledgement of deeds. Written, signed approval and acceptance of such dedication by all lien holders shall be included.

A certificate by the responsible surveyor in charge, duly authenticate, that the plat is true and correct and in accordance with the determination of surveys actually made on the ground. If the surveyor who prepared the plat did not make the boundary survey, this fact should be noted in the certificate. Also, the certificate should show whether or not the tract is within the City limits or extra territorial jurisdiction of Port Aransas, unless the information is shown in suitable manner elsewhere on the face of the plat.

The Final Plat Map shall be signed by all owners of the platted tract and their signatures shall be acknowledged in the manner required for deed recordation. Section 212.004 (c).

The Final Plat Map shall be signed by all lien holders in approval and their signatures shall be acknowledged in the manner required for deed recordation.

In addition to other required certificates, the following signed certificates shall be on the plat map preceding the certificate of the County Clerk:

(a) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property approved by the City Engineer for the City of Port Aransas, Texas.

This the ________ day of _________________________, 20________.

____________________
City Engineer

(b) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the Planning and Zoning Commission on the _____ day of _________________________, 20________.

____________________
Chairman of P&Z Commission

____________________
City Secretary
c) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the City Council on the ______ day of ______________________, 20_____.

______________________________
Mayor

______________________________
City Secretary

(d) If a subdivision is located in an area not served by a sanitary sewer system and septic tanks are to be used, the following form shall be included on the plat:

COUNTY OF NUECES

Approved by the Nueces County Health Department on the ______ day of ______________________, 20_____. Any private water supply and / or sewage system shall be approved by the Nueces County Health Department prior to installation.

Section 4. Hearing. The Applicant agrees and consents to Planning and Zoning Commission hearing this Final Plat Application on the last Monday of the calendar month next following the 30th day after the Application is filed.

Section 5. Signatures.

Owners Signature. The owners must sign this statement on the signature line provided below. Section 21-38.A (3), Port Aransas Code. The undersign, being the owners of the land, affirm that all information contained in or submitted as part of the platting process is true and correct, and that all public improvements required as part of the development will be constructed in accordance with the Final Plat and in accordance with all ordinances, rules and regulations of the City governing the development, platting and subdivision of land. If an agent is signing for owner, state name and capacity.

Signed this ______ day of April, 20____._

______________________________
OWNER

31
**Engineer or Surveyor Signature.** The engineer and/or surveyor preparing the plat map must sign this statement on the signature line provided below. Section 21-38.A(2), Port Aransas Code. The undersigned, the registered engineer or land surveyor preparing the plat map, affirm that I have, to the best of my ability, designed the subdivision in accordance with the city ordinances and regulations governing the development, platting and subdivision of land, except where a variance is requested, the reasons for which are hereinafter stated. If there are no variances requested, state "None". If there are variances requested, describe the variances and the reasons for each.

Signed the 14th day of May, 2019.

[Signature]

ENGINEER / SURVEYOR

---

**For Building Official Use Only**

The Application is not filed unless and until it (including the map) complies with the requirements of Section 21-38, Port Aransas Code, and contains all information above required.

Filed on _________________________, 20__.

__________________________________
Building Official
City of Port Aransas
SUBJECT: FPLT 19-1519 Final Plat of Palmilla Beach PUD Fairway Row Houses being a replat of Lot 18B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-38, Map Records of Nueces County, Texas.

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COMMENTS:

________________________________________________________________________
________________________________________________________________________
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________________________________________________________________________

BY: [Signature] DATE: 5/7/17

AUTHORIZED SIGNATURE
**SUBJECT:** FPLT 19-1519 Final Plat of Palmilla Beach PUD Fairway Row Houses being a replat of Lot 18B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-38, Map Records of Nueces County, Texas.

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**COMMENTS:**
Approval is subject to complying with the Port Aransas, Texas, Code of Ordinance; Chapter 21-Subdivisions, Article IX-Requirements for improvements, reservations, and designs, Division 8-Utilities, Sections 21-226 - 21-227 - Gas Utility. Placement of underground gas lines shall be furthest from the building line were other utilities exist within the established boundaries of a Utility Easement. Gas line installation shall comply with minimum requirements in the latest addition of the City of Port Aransas Gas Department Specifications for Gas Pipe Installation. To obtain a copy, contact the City Gas Dept.

**BY:** [Signature]
**DATE:** May 21, 2019

**AUTHORIZED SIGNATURE**
CITY OF PORT ARANSAS
UTILITY COMPANY RESPONSE FORM
PLAT REQUEST
May 6, 2019

SUBJECT: FPLT 19-1519 Final Plat of Palmilla Beach PUD Fairway Row Houses being a replat of Lot 18B, Block 6, Palmilla Beach Unit #1, a map of which is recorded in Volume 68, Pages 380-38, Map Records of Nueces County, Texas.

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COMMENTS:

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BY: __________________________________________________________________

AUTHORIZED SIGNATURE

DATE: May 24, 2019
May 17, 2019

Mrs. Nicole Boyer, Planning Department
City of Port Aransas
710 W. Avenue A
Port Aransas, TX 78373-4128

RE: FPLT 19-1519 Palmilla Beach P.U.D. Fairway Row Houses

Dear Mrs. Boyer:

Hanson Professional Services, Inc. has reviewed the referenced re-plat request for compliance with the City of Port Aransas City Code, Chapter 21- Subdivisions for the City of Port Aransas and offers the following comments:

1. Verify that Agave Lane meets Fire Code Access. Show exhibit.
2. Label the block number on the plat map.

Hanson appreciates the opportunity to provide these services to the City of Port Aransas. Should you have any questions please feel free to contact our offices.

Sincerely,

Hanson Professional Services, Inc.

Craig B. Thompson, P.E.
Project Engineer
May 17, 2019

Mrs. Nicole Boyer, Planning Department
City of Port Aransas
710 W. Avenue A
Port Aransas, TX 78373-4128

RE: FPLT 19-1519 Palmilla Beach P.U.D. Fairway Row Houses

Urban Engineering responses in red 5-24-19

Dear Mrs. Boyer:

Hanson Professional Services, Inc. has reviewed the referenced re-plat request for compliance with the City of Port Aransas City Code, Chapter 21- Subdivisions for the City of Port Aransas and offers the following comments:

1. Verify that Agave Lane meets Fire Code Access. Show exhibit. Please see architect exhibit and email
2. Label the block number on the plat map. Block No. has been added to plat map

Hanson appreciates the opportunity to provide these services to the City of Port Aransas. Should you have any questions please feel free to contact our offices.

Sincerely,
Hanson Professional Services, Inc.

Craig B. Thompson, P.E.
Project Engineer
Nicole, Hanson made a comment about verifying that Agave Lane meets the fire code access (see attached letter). The Architect Wilson Robertson with MPA in Austin worked directly with Nathan Kelly your fire marshal when finalizing the layout of the site back in March (see second attachment used for their discussion). Per the email below, Nathan agreed that the lane would be acceptable so I offer it as a response to address Hanson’s comment.

Thanks,

Stephen P. Grunewald, P.E.
Nathan,

Following up to our call yesterday, here is the latest site plan, and how it reflects what you’ve asked for. There is a hammerhead on the property itself, allowing an aerial apparatus to travel the full length of the new alley. Further, I’ve shown concrete extending to the shallow driveway aprons that flank the 20’ fire lane so that there is a 27’-6” width for outriggers for the aerial truck. Please let me know if this approach is acceptable, and we can get started on the building designs themselves. Please call or email with questions.

Thank you!

WILSON ROBERTSON, AIA
SR. PROJECT MANAGER
208 W. 4th STREET #3A AUSTIN, TX 78701
O: 512.472.1111
C: 512.815.7391

From: firemarshal@cityofportaransas.org <firemarshal@cityofportaransas.org>
Sent: Wednesday, February 27, 2019 8:04 PM
To: Wilson Robertson <wrobertson@mpaaustin.com>
Subject: RE: 18-061 Palmilla Beach Fairway Rowhouse Site Plan

I will begin my vacation tomorrow and will have to look at it on Monday.

Nathan Kelley
Fire Marshal
City of Port Aransas

-----Original Message-----
From: "Wilson Robertson" <wrobertson@mpaaustin.com>
Sent: Wednesday, February 27, 2019 9:54am
To: "Nathan Kelley" <firemarshal@cityofportaransas.org>
Cc: "Tammi DuPuis" <tdupuis@mccombshq.com>, "Greg Carr" <gcarr@mccombshq.com>, "Stephen P. Grunewald" <stepheng@urbaneng.com>
Subject: RE: 18-061 Palmilla Beach Fairway Rowhouse Site Plan

Nathan,
I assume you are speaking of the Fire Code, Appendix section D105. Our original design would have proposed heights as defined there up to a height of 32'-9". However, seeing that there could be significant impact to the design of the fire lane, I believe we can design the building within the 30 foot tolerance as defined there. If we were to exceed that threshold, however, is there anything unique to Port Aransas’s deployment that would give us forbearance to the minimum 26’-wide and proximity requirements of sections D105.2 and D105.3?

---

**WILSON ROBERTSON, AIA**  
SR. PROJECT MANAGER  
208 W.4th STREET #3A AUSTIN, TX 78701  
O: 512.472.1111  
C: 512.815.7391  

---

**From:** Nathan Kelley <firemarshal@cityofportaransas.org>  
**Sent:** Tuesday, February 26, 2019 3:57 PM  
**To:** Wilson Robertson <wrobertson@mpaaustin.com>  
**Subject:** Re: 18-061 Palmilla Beach Fairway Rowhouse Site Plan  

What is the height of the buildings at its highest point? Is that a street on the backside of the buildings?

Professionally,

Nathan Kelley  
Fire Marshal  
City of Port Aransas  

------- Original message -------  
**From:** Wilson Robertson <wrobertson@mpaaustin.com>  
**Date:** 2/26/19 2:47 PM (GMT-06:00)  
**To:** firemarshal@cityofportaransas.org  
**Cc:** 'Greg Carr' <gcarr@mccombshq.com>, 'Tammi DuPuis' <tdupuis@mccombshq.com>, '"Stephen P. Grunewald"' <stepheng@urbaneng.com>  
**Subject:** 18-061 Palmilla Beach Fairway Rowhouse Site Plan  

Nathan,

The attached site plan indicates the latest iteration of our site design, which you reviewed a few weeks ago. Do you have an opportunity to look at the proposed fire access lane and see if you have any objections to the lane width, turning radii, or any other aspects of its design? Thanks.
May 31, 2019

Mrs. Nicole Boyer, Planning Department  
City of Port Aransas  
710 W. Avenue A  
Port Aransas, TX 78373-4128

RE: FPLT 19-1519 Palmilla Beach P.U.D. Fairway Row Houses

Dear Mrs. Boyer:

Hanson Professional Services, Inc. has reviewed the referenced re-plat request for compliance with the City of Port Aransas City Code, Chapter 21- Subdivisions for the City of Port Aransas and offers the following comments:

- If the Fire Marshal has reviewed and approved the fire access, the plans adhere to the City of Port Aransas Code of Ordinances.

Hanson appreciates the opportunity to provide these services to the City of Port Aransas. Should you have any questions please feel free to contact our offices.

Sincerely,
Hanson Professional Services, Inc.

Craig D. Thompson, P.E.  
Project Engineer
### AGENDA ITEM: 7-E

Discuss And Take Action To Approve FPLT 19-1520 Final Plat of Palmilla Beach PUD Block 6, Lots 5B through 5P being a replat of Lots 5A, 6A, 7A, and 8A, Block 6, Palmilla Beach Unit 1E, a map of which is recorded in Volume 68, Page 34 Map Records of Nueces County, Texas, Lots 9A, 10Am 11A, and 12A, Block 6, Palmilla Beach Unit 1F, a map of which is recorded in Volume 68, Page 35, Map Records of Nueces County, Texas and Lot 13B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-381, Map Records of Nueces County, Texas.

**SUBMITTED BY:** Planning Department, Director of Development Rick Adams

**APPROVED FOR AGENDA:** City Manager David Parsons

### SUMMARY/BACKGROUND INFORMATION

Applicant request of replat of multiple lots to create a reconfiguration as depicted on attached plat. (original lot lines shown on exhibit in red)

### PUBLIC HEARING NOTICE:

- May 28, 2019; 5pm & June 20, 2019; 5pm
- **PUBLIC HEARING NOTICE:** South Jetty, May 9, 2019 & June 6, 2019 editions

### ATTACHMENTS:

- Plat Application
- Proposed Plat (Revised)
- Exhibit showing existing lot configuration
- Engineer Review Comments
- Utility Reviews (3)
- Applicant Engineer Review Comment Responses

### STAFF RECOMMENDATION:

Motion to approve FPLT 19-1520 Final Plat of Palmilla Beach PUD requested by applicant KM Beach, LLC.

### COUNCIL ACTION REQUESTED:

Port Aransas City Council approve FPLT 19-1520 Final Plat of Palmilla Beach PUD Block 6, Lots 5B through 5P being a replat of Lots 5A, 6A, 7A, and 8A, Block 6, Palmilla Beach Unit 1E, a map of which is recorded in Volume 68, Page 34 Map Records of Nueces County, Texas, Lots 9A, 10Am 11A, and 12A, Block 6, Palmilla Beach Unit 1F, a map of which is recorded in Volume 68, Page 35, Map Records of Nueces County, Texas and Lot 13B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-381, Map Records of Nueces County, Texas.
APPLICATION
FOR
FINAL PLAT APPROVAL

Section 1. General. The undersigned Applicant (Applicant is synonymous with owner) makes this Application for Final Plat Approval in accordance with Chapter 21, Port Aransas Code and in particular, Section 21-38 thereof. If there is insufficient room on this Application to completely answer any item, attach an exhibit. This Application has to be signed under Section 5 by the Applicant and the engineer or surveyor.

Section 2. Application. If you have already completed and filed an Application for Preliminary Plat Approval, then under this section of the Final Plat Application, you only need to specify the changes, if any, in the information provided in the Preliminary Plat Application. State whether there are or are not any changes. If there are any changes, explain them:

If you have not completed a Preliminary Plat Application, then provide the following information, as required by Section 21-38.A (1) and Section 21-37.A, Port Aransas, Code:

(1) State the name, business addresses and telephone numbers of the owners, engineer and surveyor.

<table>
<thead>
<tr>
<th>For Owners/Developers</th>
<th>Engineer/Surveyor</th>
</tr>
</thead>
<tbody>
<tr>
<td>KM Beach, LLC</td>
<td>Urban Engineering</td>
</tr>
<tr>
<td>755 E. Mulberry Avenue, Suite 600</td>
<td>2725 Swantner Drive</td>
</tr>
<tr>
<td>San Antonio, Texas 78212</td>
<td>Corpus Christi, Texas 78404</td>
</tr>
<tr>
<td>(210)294-0702</td>
<td>(361)854-3101</td>
</tr>
</tbody>
</table>

(2) Describe the legal ownership interest of all owners in the tract.

KM Beach, LLC - 100%

(3) The information required in this Section 2 shall cover all property covered by the final plat and all of the applicant’s contiguous property.

(4) State whether the development is Staged Development or Major Development. It is staged if Applicant owns contiguous property not being finally platted under this final plat. Major Development

(5) By signing this Application, you are acknowledging that you are aware that, if your property encompasses “wetlands” as determined by the Corp of Engineers, it may be subject to certain development restrictions mandated by State and / or Federal law.

(6) State the source for water service, whether water well or Water District.

Water District

(7) State the source for sewer service whether septic or Water District.

Water District

(8) Provide a full legal description of the property covered by the Final Plat and include all of applicant’s contiguous property. See a re-plat of Lots 5A, 5A, 7A, and 10A, Block 6, Palmita Beach Unit 1E, a map of which is recorded in Volume 58, Pages 35-36, Map Records of Nueces County, Texas. Lots 10A, 11A and 12A, Block 6, Palmita Beach Unit 1F, a map of which is recorded in Volume 58, Pages 353-354, Map Records of Nueces County, Texas.

(9) State whether or not there are any private covenants or restrictions applicable to the land or any part of it, and, if there are, attach a copy of all private covenants and restrictions applicable to the land.
(10) Attach to this Application a written memorandum from the Water District stating that the District's authorized agent has received a copy of the Preliminary Plat, that the District concurs in the preliminary illustration of water and sewer utilities and either objects to or approves of the proposed plat.

Section 3. Map. You must submit with this Application a final plat map, in compliance with and containing all information and being in the form required by Section 21-38B, Port Aransas Code, which section requires that the Final Plat Map shall include the following:

(1) The title or name by which the subdivision is to be identified, north arrow, the scale of the map, and the seal and name of the State Registered professional land surveyor responsible for preparation of the map.

(2) A definite legal description and identification of the tract being subdivided. This description shall be sufficient for the requirements of title examination.

(3) The boundaries of the subdivided property, the location or designation of all streets, alleys, parks, and other areas intended to be dedicated or deeded to public use with proper dimensions. The boundaries of the subdivision shall be indicated by a heavy line equivalent to a No. 5 Reservoir pen and shall be tied by dimension to the established centerline of all existing boundary streets.

(4) The location of all adjacent streets and alleys, with their names, and the names of adjoining subdivisions with exact location and designation by number of lots and blocks.

(5) All lot, block, and street boundary lines, with blocks and lots numbered or lettered consecutively. The area of each lot in square feet or acreage, building lines, required yards adjacent to streets, and easements shall be shown and shall be defined by dimension. Actual widths of all street right-of-way shall be shown, measured at right angles or radially, where curved. All principal lines shall have the bearing, and any deviations from the norm shall be indicated.

(6) Accurate dimensions, both linear and angular, of all items on the plat. The boundary survey on the site shall close within one (1) in ten thousand (1:10,000). Linear dimensions shall be expressed in feet and decimals of a foot. Angular dimensions may be shown by bearings. Curved boundaries shall be fully described an all-essential information given. Circular curves shall be defined by actual length of radius and not be degree of curve. Complete dimensional data shall be given on fractional lots.

(7) The location and description of all lot and block corners and permanent survey reference monuments. The plat shall reflect whether such corners or monuments have been found or set by the surveyor. All new corners and monuments shall be of three-quarter (3/4) inch iron pipe or five-eights (5/8) inch iron rod and shall meet the following standards:

(a) Lot corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground.

(b) Block corners shall be twenty-four to thirty (24-30) inches long with the top set flush with ground and shall include the beginning and end of all curves within each block.

(c) Reference points shall be twenty-four to thirty (24-30) inches long, placed one (1) foot below the surface of the finished ground elevation at suitable locations throughout the subdivision. There shall be at least as many reference points as there are blocks in the subdivision, but not less than two, add the distance between successive monuments along any street or reference line shall not be greater than one thousand (1,000) feet. Reference points shall be other than and in addition to markers set for block or lot corners.
(8) Public Improvement Dedication certificate substantially as follows: "The undersigned, being all of the owners of the property covered by this plat map, hereby dedicate to and for the public and the City of Port Aransas, in perpetuity, the public areas, shown on this plat map, including all easements rights-of-way, streets, alleys, squares, parks, and other public parts of the tract." This certificate shall be signed and acknowledged by all owners of any interest in said land. The form of acknowledgment shall be as required for the acknowledgement of deeds. Written, signed approval and acceptance of such dedication by all lien holders shall be included.

(9) A certificate by the responsible surveyor in charge, duly authenticate, that the plat is true and correct and in accordance with the determination of surveys actually made on the ground. If the surveyor who prepared the plat did not make the boundary survey, this fact should be noted in the certificate. Also, the certificate should show whether or not the tract is within the City limits or extra territorial jurisdiction of Port Aransas, unless the information is shown in suitable manner elsewhere on the face of the plat.

(10) The Final Plat Map shall be signed by all owners of the platted tract and their signatures shall be acknowledged in the manner required for deed recordation. Section 212.004 (c).

(11) The Final Plat Map shall be signed by all lien holders in approval and their signatures shall be acknowledged in the manner required for deed recordation.

(12) In addition to other required certificates, the following signed certificates shall be on the plat map preceding the certificate of the County Clerk:

(a) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property approved by the City Engineer for the City of Port Aransas, Texas.

This the ______ day of ________________________, 20______.

__________________________
City Engineer

(b) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the Planning and Zoning Commission on the ______ day of ________________________, 20______.

__________________________
Chairman of P&Z Commission

__________________________
City Secretary
(c) STATE OF TEXAS
COUNTY OF NUECES

This Final Plat of the herein described property was approved on behalf of the City of Port Aransas, Texas by the City Council on the __________ day of __________, 20______.

Mayor

City Secretary

(d) If a subdivision is located in an area not served by a sanitary sewer system and septic tanks are to be used, the following form shall be included on the plat:

COUNTY OF NUECES

Approved by the Nueces County Health Department on the ________________ day of __________, 20______. Any private water supply and / or sewage system shall be approved by the Nueces County Health Department prior to installation.

Section 4. Hearing. The Applicant agrees and consents to Planning and Zoning Commission hearing this Final Plat Application on the last Monday of the calendar month next following the 30th day after the Application is filed.

Section 5. Signatures.

Owners Signature. The owners must sign this statement on the signature line provided below. Section 21-38.A (3), Port Aransas Code. The undersign, being the owners of the land, affirm that all information contained in or submitted as part of the platting process is true and correct, and that all public improvements required as part of the development will be constructed in accordance with the Final Plat and in accordance with all ordinances, rules and regulations of the City governing the development, platting and subdivision of land. If an agent is signing for owner, state name and capacity.

Signed this __________ day of __________, 20______.

[Signature]

OWNER

[Signature]

OWNER
**Engineer or Surveyor Signature.** The engineer and / or surveyor preparing the plat map must sign this statement on the signature line provided below. Section 21-38.A (2), Port Aransas Code. The undersigned, the registered engineer or land surveyor preparing the plat map, affirm that I have, to the best of my ability, designed the subdivision in accordance with the city ordinances and regulations governing the development, platting and subdivision of land, except where a variance is requested, the reasons for which are hereinafter stated. If there are no variances requested, state "None". If there are variances requested, describe the variances and the reasons for each.

Signed the ___ day of ___ , 20__ .

[Signature]

ENGINEER / SURVEYOR

---

For Building Official Use Only

The Application is not filed unless and until it (including the map) complies with the requirements of Section 21-38, Port Aransas Code, and contains all information above required.

Filed on ______________________ , 20__ .

[Signature]

Building Official
City of Port Aransas
SUBJECT: FPLT 19-1520 Final Plat of Palmilla Beach PUD Block 6, Lots 5B through 5P being a replat of Lots 5A, 6A, 7A, and 8A, Block 6, Palmilla Beach Unit 1E, a map of which is recorded in Volume 68, Page 34 Map Records of Nueces County, Texas, Lots 9A, 10Am 11A, and 12A, Block 6, Palmilla Beach Unit 1F, a map of which is recorded in Volume 68, Page 35, Map Records of Nueces County, Texas and Lot 13B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-381, Map Records of Nueces County, Texas.

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<td>CENTURYLINK OF PORT ARANSAS</td>
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<td>AEP TEXAS CENTRAL COMPANY</td>
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<td>CITY OF PORT ARANSAS GAS DIVISION</td>
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COMMENTS:

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

BY: [Signature]  DATE: 5/6/19

AUTHORIZED SIGNATURE
**SUBJECT:**  **FPLT 19-1520** Final Plat of Palmilla Beach PUD Block 6, Lots 5B through 5P being a replat of Lots 5A, 6A, 7A, and 8A, Block 6, Palmilla Beach Unit 1E, a map of which is recorded in Volume 68, Page 34 Map Records of Nueces County, Texas, Lots 9A, 10Am 11A, and 12A, Block 6, Palmilla Beach Unit 1F, a map of which is recorded in Volume 68, Page 35, Map Records of Nueces County, Texas and Lot 13B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-381, Map Records of Nueces County, Texas.

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<tr>
<td>CITY OF PORT ARANSAS GAS DIVISION</td>
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**COMMENTS:**

None

---

**BY:** [Signature]  **DATE:** May 21, 2019

**AUTHORIZED SIGNATURE**
SUBJECT:  FPLT 19-1520 Final Plat of Palmilla Beach PUD Block 6, Lots 5B through 5P being a replat of Lots 5A, 6A, 7A, and 8A, Block 6, Palmilla Beach Unit 1E, a map of which is recorded in Volume 68, Page 34 Map Records of Nueces County, Texas, Lots 9A, 10Am 11A, and 12A, Block 6, Palmilla Beach Unit 1F, a map of which is recorded in Volume 68, Page 35, Map Records of Nueces County, Texas and Lot 13B, Block 6, Palmilla Beach Unit 1H, a map of which is recorded in Volume 68, Pages 380-381, Map Records of Nueces County, Texas.

NUECES CO. WATER DISTRICT #4

CENTURYLINK OF PORT ARANSAS

AEP TEXAS CENTRAL COMPANY

CITY OF PORT ARANSAS GAS DIVISION

APPROVE

PROTEST

COMMENTS:

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

BY:  [Signature]  DATE:  May 24, 2019

AUTHORIZED SIGNATURE
May 24, 2019

Mrs. Nicole Boyer, Planning Department
City of Port Aransas
710 W. Avenue A
Port Aransas, TX 78373-4128

RE: FPLIT 19-1520 Palmilla Beach P.U.D. Block 6, Lots 5B through 5P

Dear Mrs. Boyer:

Hanson Professional Services, Inc. has reviewed the referenced re-plat request for compliance with the City of Port Aransas City Code, Chapter 21- Subdivisions for the City of Port Aransas and offers the following comments:

1. Dimension widths on both sides of Sunset Avenue ROW.
2. Note: Lot 5O looks like 50 (fifty) and may get confused.

Hanson appreciates the opportunity to provide these services to the City of Port Aransas. Should you have any questions please feel free to contact our offices.

Sincerely,
Hanson Professional Services, Inc.

Craig B. Thompson, P.E.
Project Engineer
May 24, 2019

Mrs. Nicole Boyer, Planning Department
City of Port Aransas
710 W. Avenue A
Port Aransas, TX 78373-4128

RE: FPLT 19-1520 Palmilla Beach P.U.D. Block 6, Lots 5B through 5P

Dear Mrs. Boyer:

Hanson Professional Services, Inc. has reviewed the referenced re-plat request for compliance with the City of Port Aransas City Code, Chapter 21- Subdivisions for the City of Port Aransas and offers the following comments:

1. Dimension widths on both sides of Sunset Avenue ROW. Additional dimensions have been added
2. Note: Lot 5O looks like 5O (fifty) and may get confused. Hyphens have been added to all lots

Hanson appreciates the opportunity to provide these services to the City of Port Aransas. Should you have any questions please feel free to contact our offices.

Sincerely,
Hanson Professional Services, Inc.

Craig B. Thompson, P.E.
Project Engineer
AGENDA ITEM: 7-F

Discuss and take action to approve Alternative Parking Plan request submitted by Fisherman’s Wharf located at 900 Tarpon St.

SUBMITTED BY: Planning Department, Director of Development Rick Adams

APPROVED FOR AGENDA: City Manager David Parsons

COMMENTARY: Applicant requests an Alternative Parking Plan for the area around Fisherman’s Wharf at 900 Tarpon St. As calculated and shown, all proposed uses for the property would require 145 spaces. They can provide 74 parking spaces within their property (shown as Area 1). They are showing 34 spaces in a lot south of the future Trout St re-route (shown as Area 2) and then 64 spaces on the lot adjacent to Cotter (shown as Area 3). The total number of spots provided would be 172, or 27 more than the requirement. In addition, they are constructing 7 parallel spaces on the south side of the new Trout St portion but did not include these in the count since they are partially in the street right-of-way.

ATTACHMENTS: Submittal Letter
Parking Plan Exhibit

STAFF RECOMMENDATION: Motion to approve the Alternative Parking Plan for Fisherman’s Wharf.

COUNCIL ACTION REQUESTED: Port Aransas City Council approve Alternative Parking Plan request submitted by Fisherman’s Wharf located at 900 Tarpon Street for an additional 34 spaces in a lot south of the future Trout St re-route and 64 spaces on the lot adjacent to Cotter.
May 23, 2019

Mr. Rick Adams, Planning Director  
City of Port Aransas  
710 West Avenue A  
Port Aransas, TX 78377

Subject: Fisherman’s Wharf – Alternate Parking Plan

Dear Rick:

Please find attached an Alternate Parking Plan exhibit showing the Fisherman’s Wharf site, the new Trout Street alignment as well as the adjacent bars/club lot and an undeveloped lot near Cotter Street. The exhibit shows proposed landplan for the proposed development including the Baithouse, Marina Store and Restaurant as well as the proposed paving and parking improvements associated with the project. As shown and calculated on the exhibit, the total number of spaces required for the Fisherman’s Wharf development is 145 spaces.

There is parking provided for project in several different areas. Area 3 is the undeveloped lot near Cotter Street which will provide 64 spaces. Area 2 includes the lot south of Trout Street which will provide 34 spaces. Finally, Area 1 will provide 74 spaces. The 172 total number of parking spaces provided exceeds the required 145 parking spaces by 27 spaces. There are an additional 7 parallel parking spaces on the south side of the reconstructed section of Trout Street that are partially out of the public right-of-way and on our Area 2 lot, but we did not include these spaces in or count.

If you have any questions please let us know.

Sincerely,

URBAN ENGINEERING

Enclosure  
ce: PAFW Holdings, LLC

Stephen P. Grunewald, P.E.
AGENDA ITEM: 7-G

Discuss and take action on the 1st Reading of an Ordinance Finding That The Street Closing Request VC 19-1543, A 50’ Wide And 300’ Long Unimproved, Unnamed Street Being A Portion Of Lots 4 & 5, Block 61, Mustang Island State Land Survey And Between And Adjacent To 1606 And 1616 S Station Street And Within The City Of Port Aransas, Is Not Necessary For Public Use As A Thoroughfare; Providing For The Vacation, Abandonment And Closure Of The Unimproved Street; And Releasing Any And All Public Rights, Title And Interest.

SUBMITTED BY: Planning Department, Director of Development Rick Adams

APPROVED FOR AGENDA: City Manager David Parsons

COMMENTARY: Applicants Tanya Chuoke & Clifton Clemons request to close the 50’ ROW between 1606 and 1616 S. Station Street and extending 300’ westward towards Hwy 361. Planning and Zoning Commission has reviewed and recommends approval.

PUBLIC HEARING DATE: May 28, 2019; 5:00pm, June 20, 2019; 5:00pm

PUBLICATION: South Jetty, May 9, 2019, June 6, 2019 editions

ATTACHMENTS: Draft Ordinance
Visual Aid
Letter to Property Owners
Utility Responses

STAFF RECOMMENDATION: Motion to Approve 1st Reading of an Ordinance Finding That the Street Closing Request VC 19-1543.

COUNCIL ACTION REQUESTED: Port Aransas City Council 1st Reading of an Ordinance Finding That The Street Closing Request VC 19-1543, A 50’ Wide And 300’ Long Unimproved, Unnamed Street Being A Portion Of Lots 4 & 5, Block 61, Mustang Island State Land Survey And Between And Adjacent To 1606 And 1616 S Station Street And Within The City Of Port Aransas, Is Not Necessary For Public Use As A Thoroughfare; Providing For The Vacation, Abandonment And Closure Of The Unimproved Street; And Releasing Any And All Public Rights, Title And Interest.
ORDINANCE NO. 2019-

AN ORDINANCE OF THE CITY OF PORT ARANSAS, FINDING THAT STREET CLOSING REQUEST VC-19-1543, A 50’ WIDE AND 300’ LONG UNIMPROVED, UNNAMED STREET BEING A PORTION OF LOTS 4 & 5, BLOCK 61, MUSTANG ISLAND STATE LAND SURVEY AND BETWEEN AND ADJACENT TO 1606 AND 1616 S STATION STREET AND WITHIN THE CITY OF PORT ARANSAS, IS NOT NECESSARY FOR PUBLIC USE AS A THOROUGHFARE; PROVIDING FOR THE VACATION, ABANDONMENT AND CLOSURE OF THE UNIMPROVED STREET; AND RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE AND INTEREST.

WHEREAS, pursuant to chapter 311 of the Texas Transportation Code, municipalities such as Port Aransas have exclusive control over the highways, streets and easements of the municipality; and

WHEREAS, pursuant to Chapter 311 of the Texas Transportation Code, the City of Port Aransas has the authority to vacate, abandon, and close streets and easements within the city; and

WHEREAS, within the City of Port Aransas there is a 50’ wide and 300’ long unimproved, unnamed street being a portion of lots 4 & 5, block 61, Mustang Island State Land Survey and between and adjacent to 1606 and 1616 S Station Street, hereafter referred to as the “Street”; and

WHEREAS, in an Application received on April 15 & 30, 2019, Clifton Clemons and Tanya Chuoike have requested that the Street be closed, attached hereto as Exhibit A; and

WHEREAS, the Planning & Zoning Commission addressed this request at their May 28, 2019 Meeting and a Public Hearing was scheduled for June 20, 2019 before the City Council; and

WHEREAS, the City Council has determined that the Street has not been used as a public thoroughfare, is not necessary as a public thoroughfare and has no other public use; and

WHEREAS, the City Council finds that vacating the Street would have no adverse effect on adjacent properties; and

WHEREAS, the City Council has determined that it is in the best interest of the City to vacate, abandon, and close the Street.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS:

Section 1. Finding of Fact: That the foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if set forth herein at length.

City of Port Aransas, Texas
June 20, 2019 Regular City Council Meeting
Section 2. Street Closure: The City Council hereby vacates, abandons, and closes a 50’ wide and 300’ long unimproved, unnamed street being a portion of lots 4 & 5, block 61, Mustang Island State Land Survey and between and adjacent to 1606 and 1616 S Station Street, which is more particularly described in drawing attached hereto as Exhibit A.

Section 3. Abandonment of Rights: The City Council hereby abandons any and all public rights, title and interest, if any, to a 50’ wide and 300’ long unimproved, unnamed street being a portion of lots 4 & 5, block 61, Mustang Island State Land Survey and between and adjacent to 1606 and 1616 S Station Street.

Section 4. Land Records: The City Secretary is hereby authorized and instructed to file a signed and sealed copy of this Ordinance in and among the records of the City, and in the land records of Nueces County.

Section 5. Severability: If any word, article, phrase paragraph, sentence, clause or provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions of applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Effective Date: This ordinance shall take effect immediately from and after its passage after third reading and publication as may be required by government law.

Section 7. Proper Notice & Open Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED, ORDAINED, APPROVED and ADOPTED by the Port Aransas City Council, County of Nueces, State of Texas, on this 20th day of, 2019.

CITY OF PORT ARANSAS, TEXAS

Charles R. Bujan, Mayor
APPLICATION FOR ALLEY-STREET ABANDONMENT REQUEST

Date of Application: 4-30-19
City Fee: $300.00 + City Engineering Review cost

City Fee paid: __________________________ City Engineering Review cost paid: __________________________

Name of Applicant: Tanya Chuoke

Address: 12-4345 Jocarnew Pkwy Padron Hi 96778
Phone #: 808-905-1543 Post #: 808-345-4388

Legal Description of applicant's property: Lot(s): A Block: 61
Subdivision/Addition: Mustang Island (1006 Station St)

Name of Street/Alley requested for abandonment:

Is utility easement acceptable to applicant? Yes

Applicant signature: Tanya Chuoke

(Office Use Only)

Placed on Planning & Zoning Agenda for:

Placed on Council Agenda for:

P&Z Hearing Notice Publication: (All notices shall be posted 15 days PRIOR to meeting) e-mail Notice: 
Publicized: __________________________ Public Hearing Date & Time: __________________________
Council Hearing: Publicized: __________________________ Public Hearing Date & Time: __________________________

Response form & copy of application sent to City of Port Aransas Gas Division, Nueces County Water District #4, AEP Texas Central Company and CenturyTel of Port Aransas on:

Letter & copy of application sent to City Engineer for review & response:

Letters sent to abutting property owners on:

Letters Sent to Applicant
Notice of placement on Planning & Zoning Agenda
Notice of Planning & Zoning action and placement on City Council Agenda Notice of City Council action 1st reading of Ordinance 2nd reading of Ordinance 3rd reading of Ordinance

Planning & Zoning Commission Action
Approved Disapproved Tabled

Reason

1st reading of Ordinance: 2nd reading of Ordinance:
3rd reading of Ordinance:
APPLICATION FOR ALLEY-STREET ABANDONMENT REQUEST

Date of Application: 4/15/2019 City Fee: $300.00 + City Engineering Review cost

City Fee paid: ___________________________ City Engineering Review cost paid: ___________________________

Name of Applicant: Clifton L. Clemens

Address: 1616 S Station

Phone #: 512-541-6982 Fax #: ___________________________

Legal Description of applicant’s property: Lot(s): GULF WINDS lot 2 Block: 0

Subdivision/Addition: FISHERMANS COVE

Name of Street/Alley requested for abandonment: ___________________________

Is utility easement acceptable to applicant: ___________________________

Applicant signature: ___________________________

(Officer Use Only)

Placed on Planning & Zoning Agenda for: ___________________________

Placed on Council Agenda for: ___________________________

P&Z Hearing Notice Publication: (All notices shall be posted 15 days PRIOR to meeting) e-mail Notice: ___________________________

Publicized: ___________________________ Public Hearing Date & Time: ___________________________

Council Hearing: Publicized: ___________________________ Public Hearing Date & Time: ___________________________

Response form & copy of application sent to City of Port Aransas Gas Division, Nueces County Water District #4, AEP Texas Central Company and CenturyTel of Port Aransas on: ___________________________

Letter & copy of application sent to City Engineer for review & response: ___________________________

Letters sent to abutting property owners on: ___________________________

Letters Sent to Applicant
Notice of placement on Planning & Zoning Agenda ___________________________ Date: ___________________________

Notice of Planning & Zoning action and placement on City Council Agenda 1st reading of Ordinance ___________________________ Date: ___________________________

Notice of City Council action 2nd reading of Ordinance ___________________________ Date: ___________________________

3rd reading of Ordinance ___________________________ Date: ___________________________

Planning & Zoning Commission Action ___________________________ Date: ___________________________

Approved ____________ Disapproved ____________ Tabled ____________

Reason ____________ ____________ ____________

1st reading of Ordinance: ___________________________ 2nd reading of Ordinance: ___________________________

3rd reading of Ordinance: ___________________________
Clifton & Erica Clemons
28319 Willis Ranch
San Antonio, TX 78260

AEP Texas Central Co
ATTN: Tx Dept 27th Floor
PO Box 16428
Columbus, OH 43216-6428

Tanya Chuoke
12-4345 Ocean View Pkwy
Pahoa, HI 96778-7864

TC/JP Development
LLC
9993 W Interstate 10 Ste 102
San Antonio, TX 78230-2222
May 2, 2019

The City of Port Aransas Planning and Zoning Commission will consider the following partial street right-of-way closing VC#19-1543:

Requested by: Tanya Chuoke & Cliff Clemmons
Property Location: Adjacent to applicant’s property at 1606 & 1616 Station St
Legal description of properties being considered: Please see attached exhibit

Planning and Zoning Public Hearing Date: May 28, 2019, at 5:00 p.m., in Council Chambers at City Hall, 710 West Avenue A, Port Aransas, Nueces County, Texas.

City Council Public Hearing Date: June 20, 2019 at 5:00 p.m., in Council Chambers at City Hall, 710 West Avenue A, Port Aransas, Nueces County, Texas.

Applicant is requesting a street right-of-way closing. The street right of way is the 50’ wide by 300’ long, unimproved right-of-way portion between the applicants’ property as marked on the attached sheet.

As an interested property owner, I (APPROVE) (DIS-APPROVE) the requested partial street right-of-way closing represented by the above file number for the following reasons:
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________

Give reason(s), attach additional sheets as necessary

Signature: ___________________________ Date: ___________________________
Print Name: ___________________________
Owner of Property (Address): __________________________________________

Please contact us at City Hall (361)749-4111 if you have any questions.
Thank you,

Nicole Boyer, Planning Assistant, City of Port Aransas

(Return completed form to: Development Services, Attention: Nicole Boyer at City of Port Aransas at the above address, FAX to the number listed above, or email it to: nboyer@cityofportaransas.org, in time for it to reach us prior to the scheduled public hearing.)

Absence of written or spoken comments is considered approval.
SUBJECT: VC 19-1543 Street Closure Request. Applicants are requesting to close a 50’ wide, 300’ long unimproved, unnamed street being a portion of Lots 4 & 5, Block 61, Mustang Island State Land Survey and adjacent to their properties. Applicants: Tanya Chnoke & Clifton Clemons. Property Location: The 50’ Right of way between 1606 and 1616 S Station Street and extending 300’ westward towards Hwy 361.

<table>
<thead>
<tr>
<th>NUECES CO. WATER DISTRICT #4</th>
<th>APPROVE</th>
<th>PROTEST</th>
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<tbody>
<tr>
<td>CENTURYLINK OF PORT ARANSAS</td>
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<td></td>
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<tr>
<td>AEP TEXAS CENTRAL COMPANY</td>
<td></td>
<td></td>
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<tr>
<td>CITY OF PORT ARANSAS GAS DIVISION</td>
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</tbody>
</table>

COMMENTS:
____________________________________________________________________________________
____________________________________________________________________________________
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____________________________________________________________________________________

BY: ________________________________________________________________________________
Authorized Signature
DATE: 5/16/19
SUBJECT: **VC 19-1543** Street Closure Request. Applicants are requesting to close a 50’ wide, 300’ long unimproved, unnamed street being a portion of Lots 4 & 5, Block 61, Mustang Island State Land Survey and adjacent to their properties. Applicants: Tanya Chuoke & Clifton Clemons. Property Location: The 50’ Right of way between 1606 and 1616 S Station Street and extending 300’ westward towards Hwy 361.

<table>
<thead>
<tr>
<th>Company</th>
<th>APPROVE</th>
<th>PROTEST</th>
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<tbody>
<tr>
<td>NUECES CO. WATER DISTRICT #4</td>
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<td>CENTURYLINK OF PORT ARANSAS</td>
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<td>AEP TEXAS CENTRAL COMPANY</td>
<td>_______</td>
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<tr>
<td>CITY OF PORT ARANSAS GAS DIVISION</td>
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<td>_______</td>
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</tbody>
</table>

**COMMENTS:**
None

---

BY: ____________________________ DATE: May 20, 2019

AUTHORIZED SIGNATURE
PUBLIC HEARING NOTICE

June 6, 2019

The City of Port Aransas City Council will consider the following partial street right-of-way closing VC#19-1543:

Requested by: Tanya Chuoke & Cliff Clemmons
Property Location: Adjacent to applicant’s property at 1606 & 1616 Station St
Legal description of properties being considered: Please see attached exhibit

Planning and Zoning Public was held on May 28, 2019, at 5:00 p.m., in Council Chambers at City Hall, 710 West Avenue A, Port Aransas, Nueces County, Texas and the commission voted to close the street right-of-way.

City Council Public Hearing Date: June 20, 2019 at 5:00 p.m., in Council Chambers at City Hall, 710 West Avenue A, Port Aransas, Nueces County, Texas.

Applicant is requesting a street right-of-way closing. The street right of way is the 50' wide by 300' long, unimproved right-of-way portion between the applicants’ property as marked on the attached sheet.

As an interested property owner, I (APPROVE) (DIS-APPROVE) the requested partial street right-of-way closing represented by the above file number for the following reasons:

______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________
______________________________________________________________________________________________

Give reason(s), attach additional sheets as necessary

Signature: ___________________________ Date: ___________________________
Print Name: ___________________________
Owner of Property (Address): ___________________________

Please contact us at City Hall (361)749-4111 if you have any questions.
Thank you,

Nicole Boyer, Planning Assistant, City of Port Aransas

(Return completed form to: Development Services, Attention: Nicole Boyer at City of Port Aransas at the above address, FAX to the number listed above, or email it to: nboyer@cityofportaransas.org, in time for it to reach us prior to the scheduled public hearing.)

Absence of written of spoken comments is considered approval.
AGENDA ITEM: 7-H
Discuss and Take Action to Award Request for Proposal (RFP) EM-001-2019 Disaster Debris Management, Removal and Disposal Services to DRC Emergency Services, LLC.; Authorizing the City Manager to Sign a One (1) Year Contract with Options Relating to Said Contract Agreement.

SUBMITTED BY: Planning and Development Director Rick Adams

APPROVED FOR AGENDA: City Manager David Parsons

SUMMARY/BACKGROUND INFORMATION: The City called for bids for Disaster Debris Management, Removal and Disposal Services on May 23, 2019. The selected company will provide disaster debris removal services in response to any local, state or federal disaster. Due to FEMA regulations a disaster debris management company will need to be selected yearly. Bids were due June 13, 2019 at 3:00 pm, at which time they were publicly opened and acknowledged.

Bids were received from the following companies:

<table>
<thead>
<tr>
<th>Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRC</td>
</tr>
<tr>
<td>Custom Tree Care</td>
</tr>
<tr>
<td>TFR</td>
</tr>
<tr>
<td>Looks Great</td>
</tr>
<tr>
<td>Crowder Gulf</td>
</tr>
</tbody>
</table>

ATTACHMENTS: Draft Resolution
Notice to Bidders
Bid Tabulation
Bid Responses

STAFF RECOMMENDATION: Motion to award RFP EM-001-2019 Disaster Debris Management, Removal and Disposal Services to DRC Emergency Services, LLC.

COUNCIL ACTION REQUESTED: Port Aransas City Council award Request for Proposal (RFP) EM-001-2019 Disaster Debris Management, Removal and Disposal Services to DRC Emergency Services, LLC.; Authorizing the City Manager to Sign a One (1) Year Contract with Options Relating to Said Contract Agreement.
RESOLUTION NO. 2019-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ARANSAS
AWARDING REQUEST FOR PROPOSAL (RFP) EM-001-2019 DISASTER
DEBRIS MANAGEMENT, REMOVAL AND DISPOSAL SERVICES TO DRC
EMERGENCY SERVICES, LLC.; AUTHORIZING THE CITY MANAGER TO
SIGN A ONE (1) YEAR CONTRACT WITH OPTIONS RELATING TO SAID
CONTRACT AGREEMENT.

WHEREAS, the City desires to provide necessary and expedited debris removal, reduction of
debris following a disaster within the City of Port Aransas; and

WHEREAS, a Request for Proposal (RFP) EM-001-2019 requesting bids for disaster debris
removal, reduction disposal and other emergency services was released on May 23, 2019
by the Emergency Manager in order to comply with the need for such services and meet
specific FEMA requirements for possible future assistance should it be necessary in the event
of a disaster; and

WHEREAS, after review and evaluation of the proposals by City Manager David
Parsons, Emergency Manager Rick Adams and Finance Director Darla Honea recommend
awarding said bid to DRC Emergency Services; and

WHEREAS, at the June 20, 2019 meeting, the City Council reviewed and discussed said
recommendation as submitted and authorized entering into a one (1) year contract with
DRC Emergency Services with the adoption of Resolution No. 2019-R

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PORT ARANSAS, TEXAS:

Section 1. The City Council hereby awards Disaster Debris Removal, Reduction, Disposal
and other emergency services Solicitation No. EM-001-2019 to DRC Emergency Services and
attached hereto as Exhibit 1 as recommended by the review committee.

Section 2. The City Council authorizing the city manager to act as the executive officer
and authorized representative of the city in all matters pertaining to said purchase.

Section 3. It is hereby officially found and determined that the meeting at which this
Resolution was passed was open to the public, and that public notice of the time, place
and purpose of said meeting was given as required by the Open Meetings Act, Texas
Government Code Chapter 551. Notice was also provided as required by Chapter 52 of
the Texas Local Government Code.

PASSED and APPROVED by the Port Aransas City Council, County of Nueces, State of
Texas, on this the 20th day of JUNE, 2019.
CITY OF PORT ARANSAS, TEXAS

__________________________

Charles R. Bujan, Mayor

ATTEST:

__________________________

Francisca Nixon, City Secretary
CITY OF PORT ARANSAS, TEXAS
REQUEST FOR PROPOSAL (RFP)
DISASTER DEBRIS MANAGEMENT, REMOVAL AND DISPOSAL SERVICES

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Port Aransas, Texas, is requesting proposals for the disaster debris removal, reduction, disposal, and other emergency cleanup services following a disaster event. All proposals must be clearly marked “SEALED BID – EM-001-2019 DISASTER DEBRIS MANAGEMENT, REMOVAL AND DISPOSAL SERVICES” to the City of Port Aransas City Secretary’s office, 710 W. Avenue A, Port Aransas, Texas prior to Thursday, June 13, 2019 at 3:00 pm, at which time they will be publicly opened and acknowledged in the City Hall Council Chamber. Any RFP delivered or received after 3:00 pm will not be considered and shall be returned unopened to the addressee. The City reserves the right to reject any or all proposals.

Request for Proposal (RFP) is available on-line at www.cityofportaransas.org or at City Hall, 710 W. Avenue A, Port Aransas, Texas 78373. Any and all questions or requests for information relating to this Request for Proposal may be directed to the City Emergency Management Coordinator Rick Adams via telephone (361) 749-4111, or sent via email to radams@cityofportaransas.org no later than 3:00 P.M. local time on Thursday, May 30, 2019.

POSTED this 23rd day of MAY, 2019 on the bulletin board at Port Aransas City Hall, 710 W Avenue A, Port Aransas, Texas and on the webpage www.cityofportaransas.org. TIME: 5:00 p.m.

CITY OF PORT ARANSAS, TEXAS

Francisca Nixon, City Secretary
City of Port Aransas

Request for Proposal
RFP No. EM-001-2019
TITLE: Disaster Debris Management, Removal and Disposal Services
Closing Date & Time: 06/13/2019 @ 3:00pm

Table 1: Procurement Schedule

<table>
<thead>
<tr>
<th>Schedule of Events</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>05/23/2019</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>05/30/2019</td>
</tr>
<tr>
<td>Sealed Proposals Due to the City</td>
<td>06/13/2019 3:00 pm</td>
</tr>
<tr>
<td>RFP Interviews (at the City’s option)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

The City reserves the right to modify this schedule at the City’s discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.

Mark the outside of your mailing envelope with RFP # EM-001-2019.

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 other service, address to...

City of Port Aransas
Attn: Rick Adams
City Emergency Management Coordinator
710 W Avenue A
Port Aransas TX 78373
TABLE OF CONTENTS
RFP NO. EM-001-2019
DISASTER DEBRIS REMOVAL, REDUCTION DISPOSAL AND OTHER EMERGENCY SERVICES

COVER SHEET

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INSTRUCTION TO OFFERORS

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PROPOSAL RESPONSE FORM - PRICING SCHEDULE

NON-COLLUSION AFFIDAVIT

CONFLICT OF INTEREST QUESTIONNAIRE

EXHIBIT – E STUMP CONVERSION TABLE (2 pages)

EVALUATION PROPOSAL SCENARIO
NOTICE TO OFFERORS

RFP NO. EM-001-2019
DISASTER DEBRIS REMOVAL, REDUCTION DISPOSAL
AND OTHER EMERGENCY SERVICES

THURSDAY JUNE 13, 2019 3:00 PM

The City of Port Aransas Emergency Management Coordinator, Rick Adams will receive request for proposals for disaster debris removal, reduction disposal, and other emergency services for the City of Port Aransas (RFP No. EM-001-2019) not later than 3:00 PM on June 13, 2019, and shall open at 3:01 PM on June 13, 2019 in the Port Aransas City Council Chambers, 710 W Avenue A, Port Aransas TX 78373. The City of Port Aransas will pay for this contract by check method and will use a “unit price” proposal. A copy of the RFP can be obtained during regular working hours Monday thru Friday from: 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM at City Hall, 710 W Avenue A, Port Aransas TX 78373, on the City website at www.CityofPortAransas.org, or by calling 361-749-4111 Ext 233.
INSTRUCTIONS TO OFFERORS

Article I. Nature of Project

The City of Port Aransas (hereinafter called the "City") will accept sealed competitive proposals for:

RFP NO. EM-001-2019
DISASTER DEBRIS REMOVAL, REDUCTION DISPOSAL
AND OTHER EMERGENCY SERVICES
JUNE 13 2019 – 3:00 PM

In accordance with the Specifications and other Contract Documents prepared by the City of Port Aransas, Texas.

The City of Port Aransas, Texas (City) 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 City 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 capacity 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 one (1) year beginning upon execution of a contract, with an option to renew for one (1) additional, one (1) year term at the sole discretion of the City. Payment for service(s) will be rendered to 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 City 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 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 City and evaluation criteria. The City of Port Aransas reserves the right to negotiate with any and all individuals or firms submitting proposals.

Specifications are on file in the office of the City of Port Aransas City Manager (or designee), Port Aransas City Hall, 710 W Avenue A, Port Aransas, Texas, 78373, where they may be inspected by qualified Offerors without charge.
Article IV. Scope of Work

A. TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

1. **Authorized Representative** – The City of Port Aransas employees and/or contracted individuals designated by The City of Port Aransas or the City of Port Aransas Engineer.

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.

3. **Cleanup Crew** - A group of individuals and/or individual working for the disaster debris collection contractor collecting disaster debris.

4. **Construction and Demolition Debris (C&D)** – See eligible Construction and Demolition Debris.

5. **City** – The City of Port Aransas, Texas.

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.

7. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

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 a temporary debris storage and reduction site.

9. **Debris Monitoring** – Actions 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.

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.

11. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the contract. Term includes primary contractor, subcontractors, and individual crews.

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 City. The Offeror will leave all sites clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

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.
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.

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:

- Debris must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way (ROW).
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major declared disaster event.

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:

- The limb must be greater than two (2) inches in diameter at the break.
- The limb must be suspended in a tree and threatening the right-of-way or public use area.
- The limb must be located on improved public property.
- The limb must be a result of the major declared disaster event.

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 hangers are as follows:

- The stump has fifty (50%) percent or more of the root ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public ROW or public use area.
- The stump poses an immediate threat to public health and safety.
- The uprooted stump must be a result of the major declared disaster event.

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:

- HHW must be located within a designated disaster area and be removed from an eligible applicant’s improved property or ROW.
- HHW removal must be the legal responsibility of the applicant.
- 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 City of Port Aransas with written authorization by the City Manager or designee. All hazardous waste must be disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

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:

- The tree has more than fifty (50%) percent of the crown damaged or destroyed.
- The tree has a split trunk or exposed heartwood.
- The tree has been uprooted within a ROW or public use area.
- 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.

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:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major declared disaster event.

21. **Eligible White Goods** – As outlined in FEMA Publication 325, eligible white goods are defines as discarded disaster-related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, 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:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major declared disaster event.

22. **FHWA Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

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:

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


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

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

27. Hangers – See eligible Hanger.

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, an RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

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.


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 City’s expectations and contractual requirements, and are in compliance with all applicable federal, state, and local regulations. May also be referred to as a field inspector. Monitor will be responsible for traffic control and day-to-day safety.

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.

34. Outbuilding – Any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.

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.

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

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

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 property line.

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.

41. *Texas Commission on Environmental Quality (TCEQ)* – The lead environmental agency for the State of Texas.

42. *Temporary Debris Storage and Reduction Site (TDSR)* sites are locations designated by the City for the storage and reduction of disaster-related debris.

43. *Tipping Fee* – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

44. *United States Environmental Protection Agency (EPA)* – Federal agency with a mission to protect human health and safeguard the natural environment.

45. *United States Army Corps of Engineers (USACE)* – A component of the United States Army 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.


**B. ACRONYMS**

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<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
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<tr>
<td>ACI</td>
<td>Air Curtain Incinerator</td>
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<tr>
<td>BMP</td>
<td>Best Management Practices</td>
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<td>C&amp;D</td>
<td>Construction and Demolition</td>
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<td>CFR</td>
<td>Code of Federal Regulations</td>
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<td>CPI</td>
<td>Consumer Price Index</td>
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<td>DMS</td>
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<td>EPA</td>
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<td>FEMA</td>
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<td>FHWA</td>
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<td>FHWA-ER</td>
<td>Federal Highway Administration Emergency Relief Program</td>
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<td>FOB</td>
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<td>GIS</td>
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<td>HHW</td>
<td>Household Hazardous Waste</td>
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<td>HUB</td>
<td>Historically Underutilized Business</td>
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<td>MSW</td>
<td>Municipal Solid Waste</td>
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<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
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<td>PA</td>
<td>FEMA Public Assistance</td>
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C. Description of Designated Areas

1. The designated area for debris removal (the City right-of-way, ROW) is bounded by the City limits and includes streets (ROWs), City parks (to include Nature Preserve), City marina public property and any other areas within the municipal 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 City. The City Manager or designee may also authorize the Offeror to perform debris removal on non-City roadways, i.e. State Hwy 361, or other areas, as directed in writing by the City Manager 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 guidance set forth by FHWA for debris removal on FHWA-ER Program eligible roadways.

2. The City Manager 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. All debris identified by the City Manager or designee shall be removed. The number of complete passes the Offeror shall conduct through the City is at the discretion of the City Manager 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 City 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 City Manager or designee in writing.

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.

5. The Offeror shall deliver all disaster-related debris to a City-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.

6. The City will provide the Offeror with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Offeror with identifying additional DMS or final disposal sites, subject to final approval by the City. 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 City 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 intended use; and new sod or seeding must meet standards for intended use.

7. All final disposal sites must be approved in writing by the City Manager 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 City Manager or designee.

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 City as a pass-through cost. Prior to reimbursement by the City, the Offeror must furnish an invoice in hardcopy and electronic format. The invoice must include matching scale/weigh 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.

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.

10. The City reserves the right to inspect DMS locations, verify quantities of debris at DMS locations, and review operations at any time.

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 City reserves the right to require the Offeror to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

D. Scope of Services

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Manager 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 City 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 City Manager 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 City-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 City Manager 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 City Manager or designee in writing.

1. Emergency Road Clearance

At the request of the City this work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from City roadways to make them passable immediately following a declared disaster event. All roadways designated by the City Manager shall be clear and passable within seventy (70) working hours of the issuance of written notice to proceed from the City to conduct emergency roadway clearance work. The City may choose to extend the Offerors 70-hour limit through a written request. This may include roadways in municipalities within the City. Clearance of these roadways will be performed as identified by the City Manager or designee. The Offeror shall assist the City 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.

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 City ROW to a City-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 City will be performed as determined by the City Manager or designee.

c. Once the debris removal vehicle has been issued a load ticket from the City’s authorized representative, the debris removal vehicle will proceed immediately to a City-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 City or its authorized representative.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific right-of-entry (ROE) legal and operational procedures.

f. The Offeror must provide traffic control as conditions require or as directed by the City Manager or designee.
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 City ROW to a City-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 City ROW will be performed as determined by the City Manager or designee.

   c. Once the debris removal vehicle has been issued a load ticket from the City’s authorized representative, the debris removal vehicle will proceed immediately to a City-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 City 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 City or its authorized representative. The City will provide specific ROE legal and operational procedures.

   f. The Offeror must provide traffic control as conditions require or directed by the City Manager or designee.

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 City Manager or designee prior to commencement of reduction activities. The DMS layout and ingress and egress plan must be approved by the City Manager 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 City). 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 City. The cost associated with qualified personnel and lined containers/container 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 City or its authorized representative on site(s).

m. The Offeror shall provide a tower(s) from which the City 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 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 City'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 intended use; and new sod or seeding must meet standards for 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 City and TCEQ.

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 City Manager 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 City Manager 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 City). 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 City. The cost associated with qualified personnel and lined containers/container 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 City or its authorized representative on site(s).

m. The Offeror shall provide a tower(s) from which the City 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 City’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 intended use; and new sod or seeding must meet standards for 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 City and TCEQ.

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 City Manager 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 City Manager 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 City, 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 City. 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 City or its authorized representative on site(s).
m. The Offeror shall provide a tower(s) from which City 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 City’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 intended use; and new sod or seeding must meet standards for 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 City and TCEQ.

7. **Haul-Out of Reduced Debris to a City-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 City-approved DMS location to a City-approved final disposal site in accordance with all federal, state, and local rules and regulations. The Offeror shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City-approved final disposal site.

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 City ROW or public use area. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with 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 City 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 City 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 City ROW or public use area will be performed as identified by the City Manager or
designee. All disaster-specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Offeror in writing by the City Manager 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:

1) 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.

2) Over fifty (50%) percent of the tree crown is damaged or broken and heartwood is exposed.

3) 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 City ROW or public use area will be performed as identified by the City Manager or designee. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Offeror, in writing, by the City Manager 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:

1) The limb is greater than two (2) inches in diameter measured at the break.

2) The limb is still hanging in a tree and threatening a ROW or public use area.

3) The limb is located on improved public property.

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 City ROW or public use area. Offeror shall be responsible for backfilling any voids left in the ground by removed 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 City ROW will be transported to a City-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 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 Scope of Services item 2.
a. Only eligible hazardous stumps will be identified and removed. Removal and transportation of eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Manager or designee. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Offeror, in writing, by the City Manager or designee. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

1) Fifty (50%) percent or more of the root ball is exposed.

2) The stump is on City 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 scope of services item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (see Exhibit A - 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 scope of services item 2.

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

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 City.

a. 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.

b. All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.


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 City-approved DMS, decontamination, and transportation to a City-approved facility for recycling or a MSW type I landfill for final disposal. The designated facility for recycling must be approved in writing by the City. 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.

1) All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling or final disposal.

b. 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.

c. Refrigerant-containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City-approved CMS for refrigerant removal by the Offeror’s qualified technicians.

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 City of Port Aransas Animal Services and the The City of Port Aransas Health Department.

Article V. Technical Specifications

A. WRITTEN NOTICE TO PROCEED: The City of Port Aransas (City) Mayor or his designee shall issue official written notice to proceed for 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 City, then the written notice to proceed will be hand delivered. Under no circumstances shall the City 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.

B. MOBILIZATION: Within twenty-four (24) hours of being issued written notice to proceed from the City, the Offeror shall mobilize equipment and resources in the City. Within seventy-two (72) hours of being issued written notice to proceed from the City, the Offeror shall begin debris removal operations as directed by the City Manager 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 City.

C. PERIOD OF PERFORMANCE: Upon notice to proceed and mobilization, the successful Offeror must provide the City with a reasonable time from in which the work will be completed. The City will use the Offeror’s estimation to develop a time limit on the period of performance for the work to be done.

D. 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.

E. 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.

F. ON-SITE PROJECT MANAGER: The Offeror shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City 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 City Manager or designee and City-authorized representatives. Daily meeting topics will include but will not be limited to volume of debris collected, completion progress, City coordination, and damage repairs. Frequency of meetings may be adjusted by the City Manager or designee. The Offeror's project manager must be available twenty-four (24) hours a day, or as required by the City Manager or designee.

G. DAILY REPORTING: The Offeror is required to submit a daily report to the City which identifies daily and aggregate totals of services provided by the Offeror. The daily report provided by the Offeror will be approved by the City Manager or designee.

H. EQUIPMENT:

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.

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) inch 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 City’s authorized representatives prior to its use by the Offeror.

3. Debris shall be mechanically loaded and reasonable 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 City-approved DMS or final disposal site.

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.

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 City Manager or designee.

6. Hand-loaded vehicles are prohibited unless pre-authorized in writing by the City Manager or designee following the event. All hand-loaded vehicles will receive an automatic fifty (50%) percent deduction for lack of compaction.
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.

I. 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 City Manager or 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.

J. 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 City 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.

K. EXISTING UTILITIES:

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.

2. The City 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.

L. DEBRIS SITE TOWER SPECIFICATIONS:

1. The Offeror shall provide as many towers as designated by the City at each dump site for the use of City-authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City 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 scope of services items 4, 5, 6, and 7.

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 City Manager or designee due to unsuitable conditions at the tower.

M. FACILITIES AT DEBRIS MANAGEMENT SITE LOCATIONS: The Offeror shall provide as many portable toilets as designated by the City at each dump site for the use of City-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 scope of services items 4, 5, 6, and 7.

N. ENVIRONMENTAL PROTECTION:

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.

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.

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 City Manager or designee. The Offeror shall comply in a timely manner with all directions of the City Manager or designee regarding the use of a water truck or other approved dust abatement measures.

4. The Offeror shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

5. The Offeror shall immediately report incidents to the City Manager 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.

6. The Offeror must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

O. DOCUMENTATION AND MEASUREMENT:

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.

2. All Offeror trucks used for collection and hauling of eligible debris from the City ROW to City-approved DMS locations or final disposal sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City 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 City 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 City Manager 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 City-authorized representative each time it returns to work from other contracts or communities.

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.

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 hangar or leaning tree removal. Only tickets, certification forms, truck placards, and other documentation forms designated and approved by the City (or its designated monitor) will be authorized for use.

   a. Each ticket shall be of a type that consists of one (1) original and four (4) carbon-copy duplicates.

   b. 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 City-authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.

   c. Load tickets will be issued by the "monitor or other authorized representative of the City at the collection site. The City-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 City-approved DMS or final disposal site, the vehicle operator will present the five (5) copies of the load ticket to the City-authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City-authorized representative present at the City-approved DMS or final disposal site. The City-authorized representative will validate, enter the estimated debris quantity, and sign the load ticket. The City 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.

   d. Loads of processed (for example, chipped) debris being hauled from a DMS to a City-approved final disposal site will follow the same load ticket procedures. A City-authorized representative will initiate the load ticket at the DMS. Another City-authorized representative will validate and sign the ticket at the City-approved final disposal site.

   e. The Offeror shall give written notice of the location for work scheduled twenty-four (24) hours in advance,
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 City-designated final disposal site. The City 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 City may determine a mileage allowance for the distance from the DMS address to the DMS site tower.

Article VI. Contract Terms and Conditions

A. **CONTRACT:** This request for proposal (RFP), submitted documents, and any negotiations, when properly accepted by The City of Port Aransas shall constitute a contract equally binding between the successful Offeror and The City of Port Aransas.

B. **PATENTS/COPYRIGHTS:** The successful Offeror agrees to protect the City from claims involving infringements of patents and/or copyrights.

C. **TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expiration, completion and acceptance of services, or default. City reserves the right to terminate the contract immediately in the event the successful Offeror fails to:

1. Meet delivery or completion schedules;

2. Otherwise perform in accordance with the accepted proposal.

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

Either party may terminate this contract with a 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 properly addressed to the other party at the address on the affidavit for the Offeror or to the City Mayor or his designee, 710 W Avenue A, Port Aransas, TX 78373.

The City may terminate the contract in whole or in part without cause and for any reason the City determines that such termination is in the best interest of the City. Upon receipt of 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 City.

D. **PAYMENT:**

1. The City 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 City will not be approved for payment. Additionally, any ticket submitted for payment must
be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.

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 City 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 City).

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. 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 City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.

5. Payment for disposal cost incurred by the Offeror at City-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.

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 City Manager or designee. The final invoice must be marked "FINAL INVOICE". No additional payments will be made after the Offeror’s final invoice.

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 applicable to the use of the funds. The City will only pay for those items deemed eligible by the Federal Emergency Management Agency (FEMA) or Federal Highway Administration (FHWA), unless the City otherwise agrees in writing.

8. The Offeror will retain all records pertaining to the services, and the contract for these services, and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein.

E. PRICE RE-DETERMINATION: A price re-determination may be considered by the City 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 City 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 City 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 City. 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. city 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 issuance of a modification to this contract, signed by the successful Offeror and the City stating re-determined prices that will apply during the re-determination period.

F. **OWNERSHIP:** All debris residing in the City ROW and City-provided debris management site (DMS) locations shall be the property of the City until final disposal at a properly permitted disposal site.

G. **DAMAGES:** The Offeror shall repair any damages caused by the Offeror’s equipment in a timely manner at no expense to the City. If there is a disagreement between a resident and Offeror as to the repair of damages, the City 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 City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.

To the extent that the City deems the Offeror negligent in management practices, the City 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.

H. **GOVERNMENTAL ENTITIES:** Governmental entities utilizing intergovernmental contracts with The City of Port Aransas 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 order is placed. All purchases by governmental entities other than The City of Port Aransas will be billed directly to that governmental entity and paid by that governmental entity.

The City of Port Aransas will not be responsible for another governmental entity’s debts. Each governmental entity will order their own material as needed. The quantities furnished in this RFP are for The City of Port Aransas 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 requirements set forth in the scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible, to determine at this time. Therefore, the Offeror shall pay the City, as liquidated damages, the following:

A. If the Offeror fails to mobilize in the City 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 City, as liquidated damages, two-thousand dollars ($2,000.00) per calendar day of delay.

B. The Offeror shall pay the City, as liquidated damages, one hundred dollars ($100.00) per load of disaster debris collected in the City that is not disposed of at a City-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.

C. The Offeror shall pay the City, 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 clearing collection site(s).

D. The Offeror shall pay the City, 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 amount of liquidated damages the City 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:

a. **Cover Letter**: This letter will briefly summarize the Offerors 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.

b. **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 City.

1. If Offeror is newly formed corporation, provide:
   i. Financial statement showing the amount of 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. If 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.

c. **Federal Employer Identification Number (FEIN):** Provide the FEIN of the Offeror.

d. **Social Security Number (SSN):** In the case of sole proprietorship or partnership, provide SSN's for all owners/partners.

e. **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.

f. **Offeror Background Information:** At a minimum, this information should include the information requested herein:

   1. Address any litigation that the firm has been involved in over the past five (5) years or may be involved in;

   2. Indicate whether the firm has had any contracts terminated due to non-performance within the past five (5) years;

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

g. **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 City of Port Aransas.

h. **Experience/Past Performance:** The Offeror must list and provide 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, total dollar amount of each project, and 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:

<table>
<thead>
<tr>
<th>Project</th>
<th>Date</th>
<th>Total CY</th>
<th>Total Dollar Amount Invoiced</th>
<th>Contact</th>
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<td>E-mail Address</td>
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</table>

i. **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.
j. **Financial Statements**: Demonstrate the Offeror's financial ability to provide the proposed services to the City for the term of the contract. The Offeror shall provide detailed financial information, including but not limited to the following:

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).

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).

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 City, 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).

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.

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.

k. **Insurance Requirements**: The Offeror shall provide evidence of the ability to meet the insurance requirements set forth in the City'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.

l. **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:

1. Ability to manage activation of multiple contracts;
2. Methods for mobilization/demobilization;
3. Documenting and processing of damage claims;
4. Invoicing and data management.

m. **Personnel**: The Offeror shall provide a list of personnel assigned to the City in the event of contract activation. Information shall be presented in tabular form. The list shall include, but is not limited to, the following:
1. Contact persons, including telephone numbers and e-mail addresses;
2. Project manager (must have five (5) years’ experience);
3. Operations manager (must have three (3) years’ experience);
4. Other key personnel assigned to the project/this agreement.

n. **Resumes:** The Offeror shall provide resumes for the project manager, operations manager, and other key personnel proposed for this program.

o. **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 City and are subject to City approval. The City also reserves the right to request changes to the Offeror’s site safety plan or operational plan.

p. **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 City and are subject to approval by the City.

q. **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.

r. **Proposal Pricing/Delivery:** The Offeror shall submit City’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.

s. **Proposal Security:** refer to Article VIII above.

t. **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 conflicts 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:

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

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 The City of Port Aransas.

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 entire contract at the price set forth in his Agreement.

Article XIII. Preparing the Proposal
The City of Port Aransas 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 City. A submitted proposal that alters the content of the form furnished by the City 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 City 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.

Verify whether addenda have been issued on a proposed Contract. Offeror may call the City Purchasing office at 361-888-0426 to confirm the number of addenda issued, prior to submitting his proposal.

The City of Port Aransas 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. Envelope shall be plainly marked DEBRIS REMOVAL RFP EM-001-2019, 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 The City of Port Aransas, c/o City Manager, 710 W Avenue A, The City of Port Aransas 78373 not later than 3:00 PM on June 13, 2019

**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.

The Commissioners Court, by Order, shall appoint an Evaluation Committee for the purpose of evaluating and ranking all qualified submittals in accordance to the criteria specified in this Proposal.

Shortly after the receipt of the Proposal Response, the Evaluation Committee will evaluate and rank them according to scores, and make a selection for recommendation to the The City of Port Aransas Commissioner's Court.

Upon selection, fee negotiations will commence with the selected Offeror(s)/firm(s) on a schedule determined by The City of Port Aransas. 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**

Offeror shall certify in writing that he provides Workers 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 City of Port Aransas.

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 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:
   a) 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
   b) 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:

a) 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;

b) Provide a certificate of coverage to the contractor prior to beginning work on the project;

c) Include in all contracts to provide services on the project the language in 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."

d) 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;

e) 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 extension of coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project; and

f) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

g) 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

h) 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 City thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been filed with the City.

In the event the Insurer refuses to provide the City 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 City, 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 City, the insurance with limits not less than indicated below.

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

A. Commercial General Liability:

<table>
<thead>
<tr>
<th>Bodily Injury / Property Damage</th>
<th>Each Occurrence</th>
<th>Annual Aggregate</th>
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<tbody>
<tr>
<td>$1,000,000</td>
<td></td>
<td>$2,000,000</td>
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A designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. The City of Port Aransas is to be named as additional insured and a waiver of subrogation is required for this policy.

B. Automobile Liability Covering:

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

All must be marked on 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 City of Port Aransas is to be named as additional insured and a waiver of subrogation is required for this policy.
C. Umbrella (excess liability policy) or additional limits on foregoing risks $1,000,000.00. Policy must be a Commercial General Liability "follow form."

D. Workers Compensation Insurance Certificate

Employer's Liability Coverage Limit: $500,000.

All insurance must be written by insurance companies which 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.
# Debris Management Plan Checklist

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Plan Requirements</th>
<th>Comment</th>
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<td></td>
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<td><strong>Overview</strong> – Does the plan describe the purpose and objectives?</td>
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<td><strong>Incidents and Assumptions</strong> – Does the plan provide information on the types and anticipated quantities of debris that will be generated from various types and sizes of incidents?</td>
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<td><strong>Debris Collection and Removal</strong> – Does the plan have a debris collection strategy? Does the plan discuss the methods that will be used to remove debris and establish priorities for clearance and removal? Does the plan outline the roles and responsibilities of the various functions involved (Public Works, Finance, and Solid Waste Departments, etc.)?</td>
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<td><strong>Debris Removal on Private Property</strong> – Does the plan address the authority and processes for private property debris removal?</td>
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<td><strong>Public Information</strong> – Does the plan include a public information strategy to ensure that residents receive accurate and timely information about debris operations?</td>
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<td><strong>Health and Safety Requirements</strong> – Does the plan describe how workers and the public will be protected and discuss the specific measures for adherence to safety rules and procedures?</td>
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<td><strong>Environmental Considerations and Other Regulatory Requirements</strong> – Does the plan identify all debris operations that will trigger compliance with environmental and historic preservation laws and how compliance will be attained?</td>
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<td><strong>Debris Management Sites and Disposal Locations</strong> – Does the plan identify where the disaster debris will be segregated, reduced, and disposed or whether debris will be hauled to a recycler?</td>
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<td><strong>Use and Force Account or Contracted Resources and Procurement</strong> – Does the plan define the types of work force account labor will accomplish and the types of debris operations that will be contracted? Does the plan describe the process and procedure for acquiring competitively procured contracted services? Does the jurisdiction identify debris contractors that it has prequalified?</td>
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<td><strong>Monitoring of Debris Operations</strong> – Does the plan describe how debris removal contractors will be monitored and who will monitor at pickup sites, Debris Management Sites / Temporary Debris Storage and Reduction Sites, and final disposal?</td>
<td></td>
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</tbody>
</table>
THE CITY OF PORT ARANSAS

GENERAL REQUIREMENTS

It is understood that the City of Port Aransas, 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 City. 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 City of Port Aransas is aware of the time and effort you expend in preparing and submitting proposals to the City. 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 City’s business.

The City of Port Aransas 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 City of Port Aransas 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 City of Port Aransas.

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 thereafter exist 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 City or the compensations to the Offeror.

Oral explanations and oral instructions given during the pre-proposal process are not binding. Only requirements included in the proposal and associated specifications and plans in subsequent City-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 City of Port Aransas Office of Emergency Management via email: rads@cityofportaransas.org or fax: 361-749-4723; and advise of such by written notice or request for an interpretation of same. If such written notice or request is delivered to the City of Port Aransas Office of Emergency Management c/o Rick Adams, Emergency Management Coordinator, the City of Port Aransas City Hall, 710 W Avenue A, Port Aransas TX 78373 prior to five (5) calendar days before the time set for opening proposals (June 13, 2019; 3:01pm), the City of Port Aransas Emergency Management Coordinator shall issue a written addenda, forwarded to all persons who, to the knowledge of the City, are prospective Offerors, setting out any corrections to such Contract Document or City’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. Rick Adams, Emergency Management Coordinator, shall issue all addenda. Addenda’s will be mailed to all that are 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 City of Port Aransas budget approved by the City of Port Aransas City Council for the fiscal year only. 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 City of Port Aransas 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 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 City of Port Aransas is not responsible for lateness or non-delivery of mail by carrier, etc. Offerors planning to hand deliver proposals are advised that a security screening station operates in the Courthouse and delays may be anticipated in reaching the Purchasing Office. The City of Port Aransas cannot accept a proposal after the closing hour advertised. Proposals received in the Purchasing Office after 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 City of Port Aransas 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:

A. Before Submission and prior to Proposal Opening. In ink, make desired changes, including interlineations, alterations, or erasures, and initial the changes to guarantee authenticity.

B. 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 City will not make revisions to a Proposal on behalf of an Offeror.

C. 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 Purchasing 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 City 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 City 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 City of Port Aransas 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.

A. The proposal is not signed by the person or persons authorized to bind the contract.
B. The proposal does not contain the requirements requested in Article IX, “Data to Accompany Proposal”.
C. The proposal was not in the hands of the letting official as per the time and location specified in the advertisement.
D. 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).
E. The Offeror did not attend a specified mandatory pre-proposal conference as required by law.

TIE PROPOSALS: If two responsible Offeror’s submit the lowest and best proposal, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the City Judge.

AWARD OF CONTRACT: The City 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 City, shall furnish to City all or any portion of the following:

A. 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 sub-contractors, 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 City may request.

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

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

**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 City of Port Aransas Commissioners Court.

**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 City pursuant to these specifications.

**TERMINATION FOR DEFAULT:** the City of Port Aransas 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 City of Port Aransas in the event of breach or default of this contract. The City of Port Aransas 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 City 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 exception 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 City of Port Aransas Commissioners' Court 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 City.

**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 City of Port Aransas.

**GRATUITIES:** Do not offer City 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 city, City 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 City of Port Aransas Texas.

HOLD HARMLESS AGREEMENT: Successful Offeror shall defend, indemnify and save harmless the City of Port Aransas 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 judgement with cost that may be obtained against the City of Port Aransas 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 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.
City of Port Aransas  
RFP NO. EM-001-2019  
DISASTER DEBRIS REMOVAL, REDUCTION DISPOSAL  
AND OTHER EMERGENCY SERVICES  
JUNE 14, 2019  3:00 PM  

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  

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  

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  

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

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) $__________ CY

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 tree at 2 feet from 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 tree at 2 feet 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

<table>
<thead>
<tr>
<th>Marine based removal:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 mile one way haul</td>
<td>$___________ per cubic yard</td>
<td></td>
</tr>
<tr>
<td>5.1-10 mile one way haul</td>
<td>$___________ per cubic yard</td>
<td></td>
</tr>
<tr>
<td>10.1-15 mile one way haul</td>
<td>$___________ per cubic yard</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Land based removal:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 mile one way haul</td>
<td>$___________ per cubic yard</td>
<td></td>
</tr>
<tr>
<td>5.1-10 mile one way haul</td>
<td>$___________ per cubic yard</td>
<td></td>
</tr>
<tr>
<td>10.1-15 mile one way haul</td>
<td>$___________ per cubic yard</td>
<td></td>
</tr>
</tbody>
</table>

I. Drainage ditches silt and debris removal

<table>
<thead>
<tr>
<th>Ditch width 0-4.0 feet</th>
<th>$___________ per linear foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ditch width 4.1-8 feet</td>
<td>$___________ per linear foot</td>
</tr>
<tr>
<td>Ditch width 8.1-12 feet</td>
<td>$___________ per linear foot</td>
</tr>
<tr>
<td>Ditch width 12.1-16 feet</td>
<td>$___________ per linear foot</td>
</tr>
<tr>
<td>Ditch width 16.1-20 feet</td>
<td>$___________ per linear foot</td>
</tr>
<tr>
<td>Ditch width 20.1-30 feet</td>
<td>$___________ per linear foot</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Drain Line Diameter 0-15.0 inches</th>
<th>$___________ per linear foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drain Line Diameter 15.01-36 inches</td>
<td>$___________ per linear foot</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Size</th>
<th>$___________ each</th>
</tr>
</thead>
<tbody>
<tr>
<td>4' X 4'</td>
<td></td>
</tr>
<tr>
<td>8' X 8'</td>
<td></td>
</tr>
<tr>
<td>10' X 10'</td>
<td></td>
</tr>
<tr>
<td>20' X 20'</td>
<td></td>
</tr>
</tbody>
</table>

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 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 3 5’ 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- Hulled 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

b. 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- Hulled 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- Hulled 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

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

U. Marine Debris Removal
Price proposal for removal of debris from a marine environment, using either land or marine-based equipment.
1. Vegetative Debris
   Land Based: $_________ cubic yard
   Marine Based: $_________ cubic yard

   1. C & D and Mixed Debris
      Land Based: $_________ cubic yard
      Marine Based: $_________ cubic yard

   1. White Goods
      Land Based: $_________ cubic yard
      Marine Based: $_________ cubic yard

   1. Creosote Timbers
      Land Based: $_________ cubic yard
      Marine Based: $_________ cubic yard

   1. Tires
      Land Based: $_________ cubic yard
      Marine Based: $_________ cubic yard

   1. E-Waste
V. 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) (HeaterMeals Plus) can be provided at the following cost:

$_______ per meal with an order of 14,400 meals

3. SunMeadow Hot Meal:
   SunMeadow Hot Meal Pack:
   SunMeadow 3-meal Pack:

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

5. Emergency Ice:

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

W. Demolition of structures
1. Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. 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 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. 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 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
   15.1-30 mile one way haul $_______ per cubic yard
   30.1-60 mile one way haul $_______ per cubic yard

X. 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

Y. 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

Z. E-Waste
Contractor to collect from ROW and dispose at an owner approved site:

$_________ per unit

AA. Household hazardous waste
Contractor to collect from ROW and dispose at an owner approved site:

$_________ per pound

BB. Tire removal
Tire Removal and Disposal or Recycle

$_________ each

CC. River and canal shoreline restoration
River and Canal Shoreline Restoration:

$________ per linear foot

DD. 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

EE. 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:

FF. National Incident Management System (NIMS) training

$___________ per person/per year

GG. Assistance in development of a debris management plan

$___________ per year

HH. Additional services and materials as needed

Cost plus ____%

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

II. Emergency Road Clearance

The cost associated with emergency road clearance will be billed by hourly rates. See Hourly Rates below:

<table>
<thead>
<tr>
<th>Equipment/Hourly</th>
<th>Unit</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broom- Mechanized</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Bucket Truck- 50 ft.</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Bucket Truck- 50 ft. to 75 ft.</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Chipper w/ 2 man crew( Morback Storm)</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Crane- Up to 15 ton</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Crane- 30 ton or larger</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Crane- 50 ton</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Crane- 100 ton</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Dozer- CAT D4</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Dozer- CAT D6</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Dozer- CAT D7</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Dozer- CAT D8</td>
<td>Hour</td>
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<tr>
<td>Dump Truck w/ Tractor, 30 to 40 CY</td>
<td>Hour</td>
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<tr>
<td>Dump Truck w/ Tractor, 41 to 50 CY</td>
<td>Hour</td>
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<tr>
<td>Dump Truck w/ Tractor, 51 to 60 CY</td>
<td>Hour</td>
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<tr>
<td>Dump Truck- 16-30 CY</td>
<td>Hour</td>
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<tr>
<td>Dump Truck- 31-60 CY</td>
<td>Hour</td>
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<tr>
<td>Dump Truck- 61-100 CY</td>
<td>Hour</td>
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<tr>
<td>Dump Truck- Trailer, 24-40 CY</td>
<td>Hour</td>
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<tr>
<td>Dump Truck- Trailer, 41-60 CY</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Dump Truck- Trailer, 50-80 CY</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Equipment transports</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Excavator- Trackhoe?(2-3 cy capacity)</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Excavator- CAT 320</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Excavator- CAT 325</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Excavator- CAT 330</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Excavator- Rubber tired w/ debris grapple</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Forklift- Extends Boom w/ debris grapple</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Fuel Truck(1000 gallon)</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Light Plant- Portable</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Item Description</td>
<td>Unit</td>
<td></td>
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<td>---------------------------------------------------------------------------------</td>
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<tr>
<td>Loader- Bobcat 753 or JD648-E w/ debris grapple</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Loader- Rubber tired front end(2-5 cy capacity)</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Loader- Front End, 544 or equal w/debris grapple</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Loader- Knuckleboom- 216 Prentice</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Loader- Self, Knuckle Boom Truck, 25-35 CY Body</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Loader- Self, Knuckle Boom Truck, 35-45 CY Body</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Loader- Skid Steer-753 Bobcat w/bucket</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Loader- Steer-753 Bobcat Skid w/ street sweeper</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Loader- Trackhoe 690 JD or equal</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Loader- Wheel, CAT 955</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Loader- Wheel, CAT 966</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Low Bed Equipment Trailer, 35 ton capacity,&amp; tractor</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Motor Grader-CAT 125-140 HP</td>
<td>Hour</td>
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<tr>
<td>Passenger Car</td>
<td>Hour</td>
<td></td>
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<tr>
<td>Passenger Van</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Power Screen</td>
<td>Hour</td>
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</tr>
<tr>
<td>Stump Grinder/ Vermeer 252</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Trackhoe - CAT 320</td>
<td>Hour</td>
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</tr>
<tr>
<td>Tractor- Box Blade</td>
<td>Hour</td>
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<tr>
<td>Tree Trimming Truck w/ chipper and Bucket</td>
<td>Hour</td>
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</tr>
<tr>
<td>Tub Grinder- 12 foot/ Morbark 1200</td>
<td>Hour</td>
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</tr>
<tr>
<td>Tub Grinder- 13 foot/ Morbark 1300</td>
<td>Hour</td>
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</tr>
<tr>
<td>Tub Grinder- 14 foot/ Diamond Z 1463</td>
<td>Hour</td>
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</tr>
<tr>
<td>Tub grinder- 300-400</td>
<td>Hour</td>
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<tr>
<td>Tub grinder- Horiz., Diamond Z or equal</td>
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<tr>
<td><strong>PERSONNEL</strong></td>
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<tr>
<td>Administrative Assistant</td>
<td>Hour</td>
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</tr>
<tr>
<td>Carpenter</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Clerical/ Individual</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Climber w/ gear</td>
<td>Hour</td>
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<tr>
<td>Crew Leacer</td>
<td>Hour</td>
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</tr>
<tr>
<td>Electricians</td>
<td>Hour</td>
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</tr>
<tr>
<td>Fabricator</td>
<td>Hour</td>
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</tr>
<tr>
<td>Field technicians</td>
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<td></td>
</tr>
<tr>
<td>Foreman</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Foreman w/ truck</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Inspector w/ vehicle</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Laborer</td>
<td>Hour</td>
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</tr>
<tr>
<td>Operator w/ chainsaw</td>
<td>Hour</td>
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<tr>
<td>Project Manager</td>
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</tr>
<tr>
<td>Security Personnel</td>
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<tr>
<td>Superintendent w/ truck</td>
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<tr>
<td>Survey person w/ truck</td>
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<tr>
<td>Traffic Control</td>
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<tr>
<td>Tree Trimmer(crew)</td>
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<tr>
<td>Truck driver</td>
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<tr>
<td>Vehicle Mechanic</td>
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<td></td>
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<tr>
<td>Welder</td>
<td>Hour</td>
<td></td>
</tr>
<tr>
<td>Worker to assist w/ potable water</td>
<td>Hour</td>
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<table>
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<tr>
<th>HAZ MAT Response Pricing</th>
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<tr>
<td>PROJECT CLASSIFICATION</td>
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<tr>
<td>PROJECT COORDINATOR</td>
<td>Hour</td>
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<tr>
<td>FIELD HAZ MATERIAL MANAGER</td>
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<tr>
<td>HM CONTAIN AREA MANAGER</td>
<td>Hour</td>
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<tr>
<td>FIELD PROJECT SUPERVISOR</td>
<td>Hour</td>
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<tr>
<td>HM CONTAIN AREA SUPERVISOR</td>
<td>Hour</td>
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<tr>
<td>FIELD PROJECT FOREMAN</td>
<td>Hour</td>
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<tr>
<td>HM CONTAINMENT AREA FOREMAN</td>
<td>Hour</td>
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<tr>
<td>FIELD HM TECHNICIAN</td>
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<tr>
<td>HM CONTAIN AREA TECHNICIAN</td>
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<tr>
<td>HEALTH &amp; SAFETY SPECIALIST</td>
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<tr>
<td>PROJECT ENGINEER</td>
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<tr>
<td>PROJECT GEOLOGIST</td>
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<tr>
<td>CHEMIST</td>
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<td>REGULATORY MANAGER</td>
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<tr>
<td>EQUIPMENT OPERATOR</td>
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<tr>
<td>ASBESTOS ABATEMENT SUPERVISOR</td>
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<tr>
<td>ASBESTOS ABATEMENT WORKER</td>
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<tr>
<td>ASBESTOS INSPECTOR</td>
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<tr>
<td>TRUCK DRIVER</td>
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<tr>
<td>ADMINISTRATIVE ASSISTANT</td>
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<td>CLERICAL</td>
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Additional equipment and Support

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<tr>
<th>VEHICLES/TRANSPORTATION</th>
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<tbody>
<tr>
<td>PICKUP TRUCK</td>
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<tr>
<td>PICKUP TRUCK EXTENDED CAB</td>
<td>DAY</td>
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<tr>
<td>PICKUP TRUCK 4 X 4</td>
<td>DAY</td>
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<tr>
<td>PICKUP TRUCK 1 TON</td>
<td>DAY</td>
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<tr>
<td>BOX TRUCK</td>
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<tr>
<td>PASSENGER CAR</td>
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<tr>
<td>20' RESPONSE TRAILER</td>
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<td>36' RESPONSE TRAILER</td>
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<tr>
<td>OFFICE TRAILER</td>
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<tr>
<td>FLATBED TRAILER</td>
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<tr>
<td>VEHICLE USE- PICKUPS, VANS, CARS</td>
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<tr>
<td>VEHICLE USE- TRAILERS, HEAVY TRUCKS</td>
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<tr>
<td>12' WORK BOAT W/MOTOR</td>
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<tr>
<td>12' WORK BOAT W/O MOTOR</td>
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<tr>
<td>VACUUM TRUCK 3500 GALLON</td>
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<tr>
<td>PERSONAL PROTECTIVE EQUIPMENT (PPE)</td>
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<td>-----------------------------------------------------------------------</td>
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<tr>
<td>LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCBA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)</td>
<td>DAY</td>
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<tr>
<td>LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)</td>
<td>DAY</td>
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<tr>
<td>LEVEL C EMPLOYEE PROTECTIVE COVERALL, HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACE)</td>
<td>DAY</td>
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<tr>
<td>SCBA BOTTLES REFILL- AFTER THE FIRST INCLUDED IN LEVEL A &amp; B CHARGE ABOVE</td>
<td>EACH</td>
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<tr>
<td>CASCADE AIR SYSTEM PER EMPLOYEE</td>
<td>DAY</td>
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<tr>
<td>AIR FILTRATION PANAL</td>
<td>DAY</td>
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<tr>
<td>AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE</td>
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<tr>
<td>RESPIRATOR AIRLINE 50' SECTION</td>
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<tr>
<td>RESPIRATOR CARTRIDGES</td>
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<tr>
<td>LEVEL A SUIT- KAPPLER RESPONDER OR EQUAL</td>
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<tr>
<td>LEVEL B SUIT- KAPPLER RESPONDER OR EQUAL</td>
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<tr>
<td>TYVEK</td>
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<td>PROSHIELD</td>
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<tr>
<td>SARANEX</td>
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<tr>
<td>ACID SUIT</td>
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<tr>
<td>RAIN SUIT</td>
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<tr>
<td>NEOPRENE GLOVES</td>
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<tr>
<td>NITRILE GLOVES</td>
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<tr>
<td>SILVERSHEILD GLOVES</td>
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<tr>
<td>PVC GLOVES</td>
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<tr>
<td>COTTON OR LATEX GLOVES</td>
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<td>LEATHER WORK GLOVES</td>
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<tr>
<td>PVC BOOTS (HAZMAX)</td>
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<tr>
<td>BOOT COVERS</td>
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<tr>
<td>HEARING PROTECTION</td>
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<tr>
<td>HIGH HAZARD PERSONNEL DECONTAMINATION</td>
<td>DAY</td>
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<tr>
<td>LOW HAZARD PERSONNEL DECONTAMINATION</td>
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<tr>
<td>PORTABLE EYEWASH STATION</td>
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<tr>
<td>FIRST AID STATION</td>
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<tr>
<td>PERSONNEL RETRIEVAL SYSTEM</td>
<td>DAY</td>
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<tr>
<td>PERSONNEL RETRIEVAL HARNESS</td>
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<table>
<thead>
<tr>
<th>MONITORING/SAMPLING EQUIPMENT</th>
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<tr>
<td>COMBUSTIBLE GAS INDICATOR</td>
<td>DAY</td>
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<tr>
<td>TOXIC GAS DETECTOR</td>
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<tr>
<td>PHOTIONIZATION DETECTOR</td>
<td>DAY</td>
</tr>
<tr>
<td>HAZCAT KIT</td>
<td>DAY</td>
</tr>
<tr>
<td>DETECTOR TUBES</td>
<td>TEN PACK</td>
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<tr>
<td>-------------------------</td>
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<tr>
<td>PH PAPER</td>
<td>PACK</td>
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<tr>
<td>SPILL CLASSIFIER</td>
<td>STRIP</td>
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<tr>
<td>PERSONNEL AIR SAMPLING PUMP</td>
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<tr>
<td>ASBESTOS BULK SAMPLE</td>
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<tr>
<td>HAND AUGER STAINLESS STEEL</td>
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**RECOVERY EQUIPMENT**

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<tr>
<th>HAND OPERATED TRANSFER PUMP</th>
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<tr>
<td>1&quot; DIAPHRAGM PUMP</td>
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<tr>
<td>2&quot; DIAPHRAGM PUMP</td>
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<tr>
<td>2&quot; DIAPHRAGM PUMP S. S.</td>
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<tr>
<td>3&quot; DIAPHRAGM PUMP</td>
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<tr>
<td>1&quot; SUCTION OR DISCHARGE HOSE</td>
<td>DAY</td>
</tr>
<tr>
<td>2&quot; SUCTION OR DISCHARGE HOSE</td>
<td>DAY</td>
</tr>
<tr>
<td>3&quot; SUCTION OR DISCHARGE HOSE</td>
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<tr>
<td>2&quot; CHEMICAL SUCTION OR DISCHARGE HOSE</td>
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<tr>
<td>3&quot; CHEMICAL SUCTION OR DISCHARGE HOSE</td>
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<tr>
<td>SMALL COMPRESSOR</td>
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<tr>
<td>185 CFM COMPRESSOR</td>
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<tr>
<td>AIRHOSE SECTION</td>
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**MISCELLANEOUS EQUIPMENT**

<table>
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<tr>
<th>SPIKE BAR</th>
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<tr>
<td>AIRLESS SPRAYER</td>
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<tr>
<td>PRESSURE WASHER</td>
<td>DAY</td>
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<tr>
<td>WATER HOSE SECTION (GARDEN)</td>
<td>EACH</td>
</tr>
<tr>
<td>CUTTING TORCH</td>
<td>DAY</td>
</tr>
<tr>
<td>WIRE WELDER</td>
<td>DAY</td>
</tr>
<tr>
<td>AIR BLOWER</td>
<td>DAY</td>
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<tr>
<td>HEPA VAC</td>
<td>DAY</td>
</tr>
<tr>
<td>BARREL CART</td>
<td>DAY</td>
</tr>
<tr>
<td>WHEELBARROW</td>
<td>DAY</td>
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<tr>
<td>OIL DRY SPREADER</td>
<td>DAY</td>
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<tr>
<td>TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC. (one crew)</td>
<td>DAY</td>
</tr>
<tr>
<td>DRILL WITH BITS</td>
<td>DAY</td>
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<tr>
<td>GROUNDING CABLE AND ROD</td>
<td>DAY</td>
</tr>
<tr>
<td>CIRCULAR SAW</td>
<td>DAY</td>
</tr>
<tr>
<td>HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.</td>
<td>DAY</td>
</tr>
<tr>
<td>TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.</td>
<td>DAY</td>
</tr>
<tr>
<td>WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS</td>
<td>DAY</td>
</tr>
<tr>
<td>STEP LADDERS</td>
<td>DAY</td>
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<tr>
<td>EXTENSION LADDERS</td>
<td>DAY</td>
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<tr>
<td>PHOTOGRAPHIC EQUIPMENT</td>
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<tr>
<td>FLASHLIGHTS</td>
<td>EACH</td>
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<tr>
<td>HANDHELD RADIOS</td>
<td>DAY</td>
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<tr>
<td>MATERIALS/DISPOSABLES</td>
<td>Unit</td>
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<tr>
<td>5&quot; X 10' ABSORBENT BOOM- PETROLEUM</td>
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<td>8&quot; X 10' ABSORBENT BOOM- PETROLEUM</td>
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<td>3&quot; X 12' ABSORBENT BOOM- UNIVERSAL</td>
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<td>ABSORBENT PADS BUNDLE- PETROLEUM</td>
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<td>ABSORBENT PADS BUNDLE- UNIVERSAL</td>
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<td>ABSORBENT CLAY BAG</td>
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<td>OIL DRY</td>
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<tr>
<td>PEAT MOSS</td>
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<tr>
<td>VERMICULITE</td>
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<tr>
<td>SODA ASH BAG</td>
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<tr>
<td>4 MIL 20 X 100 POLYETHYLENE</td>
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<tr>
<td>6 MIL 20 X 100 POLYETHYLENE</td>
<td>ROLL</td>
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<tr>
<td>6 MIL BAG</td>
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<tr>
<td>DUCT TAPE</td>
<td>ROLL</td>
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<tr>
<td>55-GALLON DRUMS</td>
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<tr>
<td>55-GALLON DRUM LINERS 10 MIL</td>
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<tr>
<td>FIBER DRUMS</td>
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<tr>
<td>30-GALLON OVERPACK</td>
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<tr>
<td>95-GALLON POLY OVERPACK</td>
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<td>DOT HAZARDOUS WASTE LABELS</td>
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<tr>
<td>FIRE EXTINGUISHER</td>
<td>EACH</td>
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<tr>
<td>CAUTION/HAZARD TAPE</td>
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<tr>
<td>RESPIRATOR WIPES</td>
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<tr>
<td>KAPPLER TAPE</td>
<td>ROLL</td>
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Note: All overtime is 1.5 times Hourly Rate / Overtime applies after 8 hours each day

Additional Equipment

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<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
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<td>High Volume Diesel Powered suction lift trash pump with speed adjustment 4X4</td>
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<td>High Volume Diesel Powered suction lift trash pump with speed adjustment 6X6</td>
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<tr>
<td>High Volume Diesel Powered suction lift trash pump with speed adjustment 8X8</td>
<td>per Month</td>
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<tr>
<td>High Volume Diesel Powered suction lift trash pump with speed adjustment 12X12</td>
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<tr>
<td>Composite Quick Connect Suction Hose, 8 ft length, 20psi 4 inch</td>
<td>per Month</td>
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</tr>
<tr>
<td>Composite Quick Connect Suction Hose, 8 ft length, 20psi 6 inch</td>
<td>per Month</td>
<td></td>
</tr>
<tr>
<td>Composite Quick Connect Suction Hose, 8 ft length, 20psi 8 inch</td>
<td>per Month</td>
<td></td>
</tr>
<tr>
<td>Composite Quick Connect Suction Hose, 8 ft length, 20psi 126 inch</td>
<td>per Month</td>
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</tr>
<tr>
<td>Quick Connect Discharge Hose, 50 ft length, 50psi 4 inch</td>
<td>per Month</td>
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</tr>
<tr>
<td>Quick Connect Discharge Hose, 50 ft length, 50psi 6 inch</td>
<td>per Month</td>
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</tr>
<tr>
<td>Quick Connect Discharge Hose, 50 ft length, 50psi 8 inch</td>
<td>per Month</td>
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</tr>
<tr>
<td>Quick Connect Rigid Piping, 10 ft length, 175psi, 4 inch</td>
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<td>Quick Connect Rigid Piping, 10 ft length, 175psi, 6 inch</td>
<td>per Month</td>
<td></td>
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<tr>
<td>Quick Connect Rigid Piping, 10 ft length, 175psi, 8 inch</td>
<td>per Month</td>
<td></td>
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<td>Quick Connect Rigid Piping, 10 ft length, 175psi, 12 inch</td>
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<td>Roll off Emergency Waste Water Storage Tanks</td>
<td>per Month</td>
<td></td>
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</tbody>
</table>
NON-COLLUSION AFFIDAVIT OF OFFEROR

State of ____________________________ §
County of ____________________________ §

____________________________________, being duly sworn, deposes and says that:

1. He/She is _____________________________________________ of
   _________________________________________________________, the offeror submitting the
   attached Proposal;

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

5. 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 ___________________, 2019.

By: ____________________________

Notary Public in and for ____________________ County, Texas

My commission expires ____________________
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

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

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

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

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

   Name of Officer

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

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

   [ ] Yes   [ ] No

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

   [ ] Yes   [ ] No

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

   [ ] Yes   [ ] No

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


4. Signature of person doing business with the governmental entity

   Date

Adopted 06/29/2007
APPENDIX E: 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

<table>
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<tr>
<th>Stump Diameter (Inches)</th>
<th>Debris Volume (Cubic Yards)</th>
<th>Stump Diameter (Inches)</th>
<th>Debris Volume (Cubic Yards)</th>
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</thead>
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<td>Debris Volume (Cubic Yards)</td>
<td>Stump Diameter (Inches)</td>
<td>Debris Volume (Cubic Yards)</td>
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<td>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</td>
<td>$</td>
<td>200,000</td>
<td>$</td>
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<td>Right of Way (ROW) Clearing and/or removing debris from the public right-of-way. Load and Haul Construction and Demolition (C&amp;D) and Mixed Debris to a Debris Management Site (DMS)</td>
<td></td>
<td>300,000</td>
<td>$</td>
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<tr>
<td>Right of Way (ROW) Clearing and/or removing debris from the public right-of-way. Haul C&amp;D and Mixed Debris directly to final disposal per cubic yard for 50 miles, one way haul</td>
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<td>300,000</td>
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<td>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</td>
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<td>Right of Way (ROW) stumps. Removal and Disposal of hazardous stumps from the ROW 24” diameter and up, but less than 36” diameter:</td>
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<td>Drainage ditches silt and debris removal</td>
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<td>Ditch width 0-4.0 feet per linear foot</td>
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<td>Cleaning and clearing of storm drain lines</td>
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<td>Drain Line Diameter 0-15.0 inches per linear foot</td>
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<td>Cleaning and clearing of catch basins and inlets</td>
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<td>4’ X 4’ each</td>
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<td>Loading and hauling of white goods per unit</td>
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<td>Sunken vessel removal Marine based salvage operations:</td>
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<td>Recreational vessels up to 24’ in length</td>
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<td>Flat &amp; V-Hulled Vessels per linear foot</td>
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<tr>
<td>Description</td>
<td>Quantity</td>
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<td>Derelict vehicle removal (from land) Pricing proposal for vehicle: Transfer/Tow of typical passenger car: ea</td>
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<td>Derelict vessel removal (from land) Pricing proposal for vessel recovery: Transfer/Tow and handling of Recreational vessels 18’ up to 25’ in length Flat &amp; V- Hulled Vessels per linear foot</td>
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<td>Marine Debris Removal Price proposal for removal of debris from a marine environment, using either land or marine based equipment: C &amp; D and Mixed Debris Marine Based per cubic yard</td>
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<td>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</td>
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<td>Tire Removal and Disposal or Recycle each</td>
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<td>Power sources Please provide pricing for emergency generators 150kw Generator: per month</td>
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<td>Emergency Road Clearance The cost associated with emergency road clearance will be billed by hourly rates Dozer- CAT D6 per hour (incl operator)</td>
<td>80</td>
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<td>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)</td>
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<td>Emergency Road Clearance Loader- Front End, 544 or equal w/debris grapple (incl operator)</td>
<td>100</td>
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<td>Total</td>
<td>$</td>
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</table>
REQUEST FOR PROPOSAL
Disaster Debris Management, Removal, and Disposal Services

RFP NO. EM-001-2019

JUNE 13, 2019 • 3:00PM
ORIGINAL

CITY OF PORT ARANSAS
710 W Avenue A • Port Aransas, TX 78373

PREPARE•RESPOND•RECOVER

POINTS OF CONTACT:
Kristy Fuentes, Kfuentes@drcusa.com
Clif Kennedy, Ckennedy@drcusa.com
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<tr>
<th>Tab</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
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<td>A - COVER LETTER</td>
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<td>Signing Authority</td>
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<td>A.</td>
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<td>D - SOCIAL SECURITY NUMBER (SSN)</td>
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<td>F - OFFEROR BACKGROUND INFORMATION</td>
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<td>Financial Strength And Stability</td>
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<td>C.</td>
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<td>K - INSURANCE REQUIREMENTS</td>
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<td>Sample Insurance Certificate</td>
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<td>Key Personnel</td>
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<td>N - RÉSUMÉS</td>
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<td>O - TYPICAL DEBRIS MANAGEMENT SITE SAFETY PLAN AND OPERATIONAL PLAN</td>
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<td>P - SUBCONTRACTING PLAN</td>
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<tr>
<td>A.</td>
<td>Employment Of Local And Minority Contractors</td>
<td>110</td>
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<tr>
<td>B.</td>
<td>Affirmative Action/Equal Opportunity Policy</td>
<td>115</td>
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City of Port Aransas  
110 W Avenue A  
Port Aransas, TX 78373

Re: Disaster Debris Management, Removal, and Disposal Services  
RFP No. EM-001-2019

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of Port Aransas our proposal to provide Disaster Debris Management, Removal, and Disposal Services as required in the above referenced RFP. DRC is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

DRC is headquartered in Galveston, Texas, which is located less than 5 hours from the City of Port Aransas. Our additional office locations in New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach, Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Port Aransas should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the City of Port Aransas, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

DRC is proud to have been the contractor to serve the City of Port Aransas in the aftermath of Hurricane Harvey. Our team of dedicated professionals were some of the first people to re-enter the island and made it our priority to help the community recover from the devastation. We value our partnership with Port Aransas and want to be there to help again in the time of need.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

John Sullivan  
President  
P.O. Box 17017  
Galveston, TX 77552  
P: 504-482-2848  
F: 504-482-2852

Kristy Fuentes  
Vice President/Secretary-Treasurer  
110 Veterans Blvd, Suite 515  
Metairie, LA 70005  
P: 504-482-2848  
F: 504-482-2852
ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the “Act”), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the “Company”), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company’s Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the “LLC Agreement”) and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the “Manager”).

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

   Name                      Office/Capacity
   John R. Sullivan          President
   Kristy Fuentes            Vice President of Business Development,
                               Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]
Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for DRC Emergency Services, LLC (file number 800551038), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 28, 2005.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 01, 2019.

David Whitley
Secretary of State
DRC EMERGENCY SERVICES, LLC FIVE YEAR LITIGATION LIST
(Updated and Revised: June 1, 2019)

The following is a list of all litigation involving DRC Emergency Services, LLC (“DRCES”) pending or resolved in a five year period commencing June 1, 2014 and ending June 1, 2019.

**ALABAMA**


3. **DRC Emergency Services, LLC and Liberty Mutual Insurance Company v. R. Baker, Inc.**, Civil Action No. 14-2281, United States District Court for the Northern District of Alabama, Birmingham Division. Declaratory action filed by DRCES and its surety against a sub-subcontractor regarding non-liability for lower tier sub-subcontractor claims. Franklin County and Town of Phil Campbell tornado recovery projects. Matter settled and was dismissed on February 12, 2016.


5. **Luc Raymond v. DRC Emergency Services, LLC**, Case No. 2012-CV-901342, Mobile County, Alabama Circuit Court. Lawsuit for earthquake related work performed in Haiti. Case Settled for $175,000 and dismissed July 24, 2014.


7. **International Camp Sales & Service v. DRC Emergency Services, LLC, et. al.**, Circuit Court of Mobile County, AL, Case No. 09-902111. Dispute over an alleged commission agreement for sale of equipment. Lawsuit removed to United States District Court for the Southern District of Alabama, Case No. 09-775, then remanded to state court. Matter stayed pending arbitration. Arbitration ruling against DRC final. DRC satisfied and paid claimant. Lawsuit dismissed August 22, 2014.

**FLORIDA**

8. **Hills v. Tap Out**, et al, No. 18-627, 16th JDC Monroe County, Florida. Claim by a pro se plaintiff for alleged failure of tenants to pay rent following home repairs under a public assisted house repair program not involving DRC. The lawsuit is frivolous and was filed by a plaintiff with a history of such pro se filings. The litigation is pending. Filed May 13, 2018.

**LOUISIANA**

Tab F: Offeror Background

Information

Disaster Debris Management, Removal, and Disposal Services

Pro se lawsuit by a subcontractor seeking $180,000 payment for site work and demolition work on the Orleans Parish Sheriff’s Office construction project. DRCES disputes plaintiff’s claims on several procedural and substantive grounds: (1) Gulf States had no Louisiana contractor’s license and, therefore, the subcontract is unenforceable as a matter of law; (2) Gulf States performed only minimal site work for which it was paid; (3) Gulf States was paid for mobilization but only mobilized three pieces of equipment to the job site and, therefore, could not execute the site work. No action has been taken in this matter for over four years.

10. **Down South Services, LLC v. DRC Emergency Services, LLC**, Case No. 59-035, 25th Judicial District Court for Plaquemines Parish, Louisiana. Claim by equipment supplier in connection with the BP oil spill project. DRCES disputed plaintiff’s claim and tendered 68% of plaintiff’s demand pending further backup detail from plaintiff. No backup detail was provided. The lawsuit is open but plaintiff has abandoned the claim under Louisiana law having taken no step in the litigation since 2011.

11. **American Amphibious Equipment and Rental, Inc. v. Brookhaven Maintenance South Contract Corp., et al**, Case No. 55-252, 25th Judicial District Court for Plaquemines Parish, Louisiana. Collection claim by an equipment supplier to a lower-tier subcontractor on the Hurricane Katrina project. On April 13, 2009, one of the lower-tier subcontractors filed for Chapter 11 bankruptcy relief (USDC SD Miss. Case No. 09-50745) and the instant lawsuit was stayed. The Chapter 11 reorganization proceeding was converted to a Chapter 7 liquidation on July 23, 2009. The plaintiff in the instant case did not seek to lift the bankruptcy stay and did not otherwise take any steps in the instant litigation since 2009. The instant matter, therefore, has been abandoned under Louisiana law.


13. **Terrebonne Parish Consolidated Government v. DRC Emergency Services, LLC, et al**, Case No. 177363, 32nd Judicial District Court, Terrebonne Parish, Louisiana. Suit by the Parish claiming default and breach of contract in connection with a waterway dredging project. Immediately after suit, DRC met with Parish representatives and asserted that: (1) its dredging methods on the project complied with accepted industry standards; (2) the engineering design template could not be achieved due, in part, to (a) soil and waterway conditions, and (b) defects/flaws in the original project design and specifications; and, (3) DRC further asserted that claims by neighboring landowners were outside the scope of the parties’ contract. The parties’ dispute was settled. Under the settlement DRC performed limited repair work to adjacent tracts; no additional dredging was required of DRC. The project has now been accepted by the Parish and the lawsuit was dismissed May 4, 2017.


16A. **IceX Systems Management, LLC v. DRC Emer. Servs., No. C-201885406**, 15th JDC, Lafayette Parish, LA. Claim by equipment lessor for rental. DRC contends that equipment was removed from project by plaintiff. Disputed by DRC.

18. *Hershewe v. DRC Emer. Services, LLC*, Case No. 17-181, Jasper County, MO. Suit for an accounting and claim for payment by an attorney arising out of the Joplin, MO tornado project.

**NEW YORK**


18B. Luther S. Pate, IV v. DRC Emergency Services, LLC, et al, Index No. 654058, Supreme Court of New York, County of New York. Suit for breach of contract regarding an alleged verbal promise to convey non-voting equity following the default of a loan guaranteed by plaintiff and subsequent settlement agreement by plaintiff of same. DRC is listed as a non-party defendant. The entire lawsuit was dismissed July 18, 2016.

**NORTH CAROLINA**


**TEXAS**

20. *Contreras v. Terrence, et al*, No. 18-3519, 134th Dist. Court, Dallas County, TX. Claim by a fourth tier subcontractor for payment. The lawsuit states damages are between $50,000 and $200,000.

21. *Yester Avila, et al. vs. SLSCO, Ltd., et al., No.18-cv-00426*, USDC SDTX. Class action wage underpayment claim on a project in which DRC had no involvement.


**BP OIL SPILL RELATED LITIGATION**

23. The lawsuits set forth in Sub-paragraphs 23(a)-(ll) below arise out of the BP oil spill clean-up/recovery project. The lawsuits relate to general economic loss claims, personal injury tort-based claims, contract-based charter-hire payment claims and purported discrimination claims. Pursuant to the BP-DRCES Master Subcontract Agreement, BP is obligated and has defended and indemnified DRCES.

a. *In Re: Oil Spill By The Oil Rig "Deepwater Horizon" In The Gulf of Mexico*, United States District Court for the Eastern District of Louisiana, Civil Action No. MDL 2179. This is the lead case in the BP Multi-District Litigation. With the exception of a few state court cases, all cases below have been consolidated into the lead MDL case. Pursuant to the District Court’s February 2016
ruling, many personal injury claims below have been dismissed; however, out of an abundance of caution, these cases remain listed until a formal dismissal order is issued. By court order, all non-personal injury cases consolidated in the MDL are stayed and unserved on the defendants until further notice by the District Court.

b. Caulfield v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-1891.


d. Pearson v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-863.

e. Lambert v. DRC Emergency Services, LLC, et al, 24th Judicial District Court for Jefferson Parish Louisiana, Civil Action No. 702311.


g. Turner v. DRC Emergency Services, LLC, et al, Case No.52826, Harris County, Texas Circuit Court, removed to USDC EDTX, Civil Action No. 12-64, remanded. Settled and dismissed on February 10, 2015.

h. McCormick v. DRC Emergency Services, LLC, 11-2141 Civil Action No. 11-2141. Settled and dismissed on March 18, 2013.

i. Turlich v. DRC Emergency Services, LLC, et al, 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-076.


l. Matherne Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-449.

m. Rodrigue Business Associates v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-445.

n. Pearson and Black v. DRC Emergency Services, LLC, 24th Judicial District Court for Jefferson Parish Louisiana, removed to USDC EDLA, Civil Action No. 11-778.

o. Chad Rogers v. DRC Emergency Services, LLC, et al., 19th Judicial District Court for East Baton Rouge Parish Louisiana, Civil Action No. 601084 removed to USDC MDLA Civil Action No. 11-331, transferred to USDC EDLA Civil Action No. 11-1295.

p. Frelich v. DRC Emergency Services, LLC, et al., 25th Judicial District Court for Plaquemines Parish Louisiana, Civil Action No. 59-616.


r. Trung v. Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2766.
s. Daigle v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-2499.


u. Duong, et al v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 13-605.

v. Dinwiddie v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-426. (DRCES tendered to BP for defense/indemnity; awaiting response).

w. Brown v. DRC Emergency Services, LLC, United States District Court for the Eastern District of Louisiana, Civil Action No. 12-2333. (DRCES tendered to BP for defense/indemnity; awaiting response).

x. Elmer Rogers v. DRC Emergency Services, LLC, Orleans Parish Civil District Court, Civil Action No. 14-8304, Div. "J" removed to USCD EDLA Civil Action No. 14-2285 (DRCES tendered to BP for defense/indemnity; awaiting response).


bb. In re Triton Asset Leasing GmbH, U.S. Dist. Court for Eastern District of Louisiana, Case No. 10-2771. Statutory limitation of liability proceeding invoked by a vessel owner which was consolidated with MDL 2179.

cc. Alexander v. DRC Emergency Services, LLC, et al, United States District Court for the Eastern District of Louisiana, Civil Action No. 11-951. DRCES is named as a defendant but was never served with legal process. Lawsuit was consolidated in MDL 2179.

dd. Strike Zone Charters v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5960.

e. Reefkeeper, LLC v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-5955.

ff. Terry v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4137.

gg. Lim v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3950.

hh. Duong v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3953.

ii. Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3957.

jj. Ly v. BP, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-4027.
Tab F: Offeror Background Information
Disaster Debris Management, Removal, and Disposal Services

kk. *Nguyen v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3952.

Il. *Nguyen v. BP*, United States District Court for the Eastern District of Louisiana, Civil Action No. 16-3955.

DOMINICAN REPUBLIC

24. *Group CG Builders v. DRC Emergency Services, LLC, et al.* Suit by sub-subcontractor for disaster recovery work performed in Haiti. Suit in the United States against DRCES dismissed by federal district court; dismissal affirmed on appeal August 12, 2013. Suit in Dominican Republic pending but inactive for over three years.

REGULATORY

25. DRC Emergency Services, LLC was suspended by the U.S. Air Force in September 2014 for 22 business days relating to a project in Joplin, Missouri that occurred over seven years ago when the company was operated under previous ownership. Following a detailed response at the direction of DRC’s new ownership and management, the suspension was lifted. None of the individuals that were named in the suspension are currently employed by DRC Emergency Services, LLC. Moreover, the company implemented a robust corporate responsibility, compliance, safety and ethics program at all employment levels. DRC Emergency Services, LLC currently operates in good standing with all branches of Government.

26. On September 12, 2014, the Louisiana Department of Natural Resources, Office of Coastal Management issued a Compliance Order to DRC Emergency Services, LLC for the temporary damage to marsh grass (e.g. tracks in marsh grass caused by marsh buggy and work staging) and ordering a contribution of $144,058.00 to the State’s Coastal Mitigation Account. The Consent Order expressly acknowledged that the habitat area had been naturally restored. The Compliance Order was appealed and the parties subsequently settled the matter which included a non-admission of liability by DRC Emergency Services, LLC. The matter was dismissed on October 5, 2015.

27. By Consent Order dated March 9, 2015, the South Carolina Department of Health and Environmental Control assessed a $10,000 civil penalty against DRC Emergency Services, LLC for burning vegetative debris within 1000 feet from a public roadway. The incident was self-reported by DRC Emergency Services, LLC.

*DRC has never had any contracts terminated due to non-performance within the past five years.*
## CURRENT PRE-POSITION CLIENTS OF DRC

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### State of Georgia

- Angler’s Club Homeowners Association
- Angler’s Homeowners Association
- Atlantic Beach (City of)
- Bal Harbour (Village of)
- Bay County
- Broward County (2)
- Cape Coral
- Charlotte County (2)
- Charlotte County School District
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- Coconut Creek (2)
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- Doral
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- FDOT District 3
- FDOT District 5
- FDOT District 7
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- Fort Myers (3)
- Fort Walton Beach
- Gulfport
- Hernando County
- Hialeah
- Hollywood (City of) (2)
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- Marion County
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- North Lauderdale
- North Miami
- Ocean Reef Club, Inc
- Ocean Reef Community Association
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- Orange City
- Orlando
- Ormond Beach
- Oviedo
- Palm Beach County School District
- Palm Beach County Solid Waste Authority
- Palm Beach (Town of)
- Palm Beach Gardens (2)
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- Pinellas County
- Polk County
- Polk County School Board
- Pompano Beach
- Port Orange
- Port St. Lucie
- Redington Beach
- Sanibel (City of)
### Tab G: Existing Contracts
**Disaster Debris Management, Removal, and Disposal Services**

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### Tab G: Existing Contracts
Disaster Debris Management, Removal, and Disposal Services

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<tr>
<td>University of Texas Medical Branch at Galveston</td>
<td></td>
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</table>
AVAILABILITY OF FIRM’S RESOURCES

Availability of Key Personnel

For the past 29 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the City as needed. Personnel are N.I.M.S-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond immediately to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for the City of Port Aransas is Clif Kennedy who is capable of responding to the needs of the City 24 hours a day, 7 days a week.

Available Equipment

DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company’s Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. Most recently, during the 2017 hurricane season, we operated in excess of 2,000 pieces of equipment while simultaneously responding to Hurricanes Irma, Michael, and Maria.

DRC will provide an equipment list upon request.

Ability to Manage Multiple Contracts

DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

2017 Hurricane Irma

- DRC was activated in 26 jurisdictions simultaneously while managing 30 debris management sites. DRC anticipates removing over debris over 4,000,000 cubic yards of debris.

2017 Hurricane Harvey

- DRC was activated in 17 jurisdictions following Hurricane Harvey and simultaneously ran more than 16 debris management sites during this activation.
- DRC has recovered and reduced over 2,750,000 cubic yards of debris to date.
2016 Hurricane Hermine
- In Citrus County, Florida, DRC successfully removed and disposed of more than a thousand tons of residential flood debris and tens of thousands of cubic yards of vegetation in less than 30 days.

2016 Louisiana Severe Flooding DR4277
- DRC picked up 1 million cubic yards of debris over the course of 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two Temporary Debris Management Sites to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

Winter Storm Jonas 2016
- The snow from Winter Storm Jonas started the morning of January 22nd and by the evening DRC had started mobilizing in 5 different jurisdictions. Operations continued 24 hours a day and required two operators per piece of equipment, around the clock management and support personnel. The project was completed in 10 days.

Ice Storm Pax 2014
- DRC was simultaneously activated in New Hanover County, NC, Pender County, NC, and the City of Wilmington, NC for debris removal and reduction of approximately 400,000 cubic yards of debris.
- The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees.
- DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris.

The Hurricane Season of 2012
- DRC simultaneously operated 14 contracts throughout the Southeast in response to Hurricane Isaac. DRC concurrently operated six TDSRS sites in Louisiana alone.

The Hurricane Season Of 2009
- The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of $22,703,700.00.
- DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately $11,157,132.02.

The Hurricane Season Of 2008
- DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston in response to Hurricanes Gustav and Ike devastating the Louisiana and Texas coastlines. DRC’s work in these regions was nearly completed in a little over two months.
- DRC established a single-day productivity record for post-disaster debris removal as recognized by FEMA by collecting 440,000 cubic yards of debris in a single day in the City of Houston.
- In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone.
- DRC’s expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.
- Following Hurricane Ike, DRC simultaneously operated seven TDSRS sites handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.
Tab G: Existing Contracts
Disaster Debris Management, Removal, and Disposal Services

The Hurricane Season Of 2005

- DRC is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over $130,000,000 in disaster remediation in the hardest hit parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.
- Following Hurricane Wilma, DRC simultaneously operated five TDSRS sites in Louisiana, processing debris for the Louisiana DOTD. Also in 2005, DRC simultaneously operated six TDSRS sites for the Louisiana DOTD in two districts following Hurricane Katrina.

The Hurricane Season Of 2004

- In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and $150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas.
- DRC simultaneously operated more than ten TDSRS sites in Florida.

2000 Winter Ice Storm

- In January 2000, in the aftermath of the Winter Ice Storm, DRC performed debris removal and landfill management services in North and South Carolina and Georgia. Approximately 800,000 cubic yards of debris was removed and processed within approximately 90 days.
Please see below for projects in excess of 500,000 cubic yards over the past 5 years.

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<tr>
<th>Year</th>
<th>Contracting Agency</th>
<th>Description of Work</th>
<th>Contract Amount</th>
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<tr>
<td></td>
<td>FDOT Region 3</td>
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<td>Bay and Calhoun Counties</td>
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<tr>
<td></td>
<td>Gulf, Liberty, Franklin, Gadsden, Wakulla, Leon, and Jefferson Counties</td>
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<td>Jackson County, FL</td>
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<tr>
<td></td>
<td>Clint Pate (950) 527-3900</td>
<td><a href="mailto:cpate@jacksoncountyfl.com">cpate@jacksoncountyfl.com</a></td>
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<td>Wilmington, NC</td>
<td>Hurricane Florence (DR-4393)</td>
<td>$18.3 million</td>
<td>Est. 1.4 million</td>
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<tr>
<td></td>
<td>Dave Mayes (910) 341-5880</td>
<td><a href="mailto:dave.mayes@wilmingtonnc.gov">dave.mayes@wilmingtonnc.gov</a></td>
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<td>Pender County, NC</td>
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<td>Est. 720,000</td>
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<tr>
<td></td>
<td>Tom Collins (256) 237-4657</td>
<td><a href="mailto:tcollins@pendercountync.gov">tcollins@pendercountync.gov</a></td>
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<td>2017</td>
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<tr>
<td></td>
<td>Miami-Dade County, FL</td>
<td>Natalya Vasilyeva (305) 375-4725</td>
<td>Site Management and Reduction of Temporary Debris Storage and Reduction Site - Hurricane Irma (DR-4337)</td>
<td>$5,060,786.86</td>
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<td></td>
<td>Natalya Vasilyeva</td>
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<td>$11,648,125.84</td>
<td>654,728.03</td>
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<td>Irene Toner (305) 289-6066</td>
<td><a href="mailto:toner-irene@monroecountyfl.gov">toner-irene@monroecountyfl.gov</a></td>
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<td>Harris County, TX</td>
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<td>$33,677,520.71</td>
<td>Est. 1,200,000</td>
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<td></td>
<td>Paige McInnis (713) 274-4427</td>
<td><a href="mailto:paige.mcinnis@pur.hctx.net">paige.mcinnis@pur.hctx.net</a></td>
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<td>Richard Morris (713) 247-1772</td>
<td><a href="mailto:richard.morris@houstontx.gov">richard.morris@houstontx.gov</a></td>
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<tr>
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<td>City of Port Aransas, TX</td>
<td>David Parsons (361) 749-4111</td>
<td>Debris Removal - Hurricane Harvey (DR-4332)</td>
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<td>David Parsons</td>
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<td>2016</td>
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<td></td>
<td>East Baton Rouge Parish/City of Baton Rouge</td>
<td>Disaster Debris Removal and Disposal - Louisiana Severe Storms and Flooding (DR-4277)</td>
<td>$35,000,000.00</td>
<td>1,947,581</td>
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<td>Adam Smith, P.E., (225) 389-5623</td>
<td><a href="mailto:amsmith@brgov.com">amsmith@brgov.com</a></td>
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<td>2014</td>
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<td>South Carolina Department of Transportation</td>
<td>Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event</td>
<td>$44,233,669.57</td>
<td>1,464,598.00</td>
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<td>Mark Hunter (803) 737-1290</td>
<td><a href="mailto:huntermw@scdot.org">huntermw@scdot.org</a></td>
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</table>
FINANCIAL STRENGTH & STABILITY

DRC is one of the most financially sound and stable companies in the disaster response industry. With a bonding capacity of over $1 billion and access to dedicated cash and credit lines in excess of $200 million, DRC has the ability to manage and complete multiple projects simultaneously without being hindered by a lack of operating capital. During high storm seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

The 2018 hurricane season brought several storms, most notably Hurricanes Florence and Michael. With only two weeks of reprieve between each storm, DRC mobilized in Florida, North Carolina, Virginia and Georgia simultaneously.

Three major hurricanes hit continental North America in 2017, Hurricanes Harvey, Irma, and Maria, consecutively. DRC managed a total of 53 projects simultaneously in the months that followed these disasters, totaling to $207 million and 6 million cubic yards.

2016 brought several severe flooding events, primarily in Texas and Louisiana. Additionally, Hurricanes Hermine and Mathew wreaked havoc on Florida and the East Coast. DRC was activated in 30 total jurisdictions, DRC picked up a total of 4 million cubic yards of debris, totaling to an estimated amount of $64.7 million contract value.

The winter of 2014 wreaked havoc on the eastern seaboard. Working primarily in South Carolina and North Carolina, DRC managed the debris removal for 5 counties in North Carolina and 8 counties for SCDOT. Removing over 225,000 trees and 400,000 cubic yards, the contract value is $54,449,473.

DRC successfully performed in at least 9 contracts that were directly related to the British Petroleum Deepwater Horizon oil spill in the Gulf of Mexico which flowed for three months in 2010. The company’s depth of knowledge with debris handling in ecologically sensitive environments was a significant asset to the regions affected. The total contract value is $185,334,469.

In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately $200 million.

In 2005-2006, DRC mobilized, performed and completed a contract valued at over $100 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while still performing other projects across the United States.

DRC has never failed to complete any awarded work, defaulted on a contract, or filed for bankruptcy. The company has a 100% assignment completion record.

Please see financial statements for the past two years attached under a separate cover per the RFP.
Please see Letter of No Material Change attached.
Please see a Bank Reference Letter and Bonding Capacity Letter attached to demonstrate DRC’s financing integrity.
January 15, 2019

John Sullivan  
President  
DRC Emergency Services  
6702 Broadway Street  
Galveston, TX 77554  

Re: Material Changes in the Financial Circumstances of DRC

Please note that as per the request to accompany the attached proposal there has been no material change in the financial circumstances of the Proposer (or its parent company or owners if they are providing financial assurance of performance) since the date of the last audited financial statements. Please response with any questions.

[Signature]

John Sullivan  
President
Insurance
McGriff, Seibels & Williams
Rob Harrison
818 Town & Country Blvd.
Suite 500
Houston, TX 77024
(713) 940-6544
Rob.harrison@mcgriff.com

(Please see sample insurance certificate attached)

I, Kristy Fuentes, Vice President, certify that DRC provides Workers Compensation Insurance for all employees of DRC.

X

Kristy Fuentes, Vice President, Secretary, Treasurer
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  05/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd, Suite 500
Houston, TX 77024-4549

CONTACT NAME: Julia Becvar
PHONE: 713-877-8975
E-MAIL: jbecvar@mcgriff.com

INSURED
DRC Emergency Services, LLC
P.O. Box 17017
Galveston, TX 77552

CERTIFICATE HOLDER
City of Port Aransas
Attn: Rick Adams
City Emergency Management Coordinator
710 W Avenue A
Port Aransas, TX 78373

COVERAGES CERTIFICATE NUMBER:DSH73SYA

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<td>C</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured on the General Liability, Automobile Liability and Excess Liability policies. Waiver of Subrogation applies in favor of Certificate holder as respects the General Liability, Automobile Liability, Workers’ Compensation and Excess Liability policies. The General Liability Policy includes a Per Project Aggregate. Coverage is primary and non-contributory as respects to the General Liability, Automobile Liability and Excess Liability policies. All as required by written contract subject to policy, terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters.

One of the primary missions of any the City is to protect lives, minimize the loss or degradation of resources, and continue to sustain and restore operational capability following an event. DRC uses a basic three phase approach to help the City of Port Aransas achieve these goals. DRC’s approach to **prepare, respond, and recover** are fundamental to successful disaster management.

When disasters hit communities, DRC Emergency Services is there. We stand by ready to help you prepare, respond, and recover in the face of disaster.
DRC has had the honor of being the City of Port Aransas’s debris removal contractor since 2014. Under this contract DRC was activated in response to Hurricane Harvey where we removed and disposed of over 700,000 cubic yards in the City and performed the following services:

- C&D Load and Haul
- DMS Management and Operations (Compaction)
- Demolition
- Cleaning and clearing of catch basins and inlets
- Cleaning and clearing of storm drain lines
- E-waste
- White Goods
- Freon Removal
- Haul out

DRC knows the collection grids and the emergency push routes because we have successfully navigated them. DRC’s Key Personnel are personally familiar with the City’s Emergency Management Coordinator and City Manager, and, if activated again, the same project management team would be assigned to Port Aransas. During Hurricane Harvey, DRC’s management team, including the sub-contractor’s project managers, remained unchanged. The same key personnel that started the job, finished the job. This consistency allowed DRC to build rapport with the city, monitoring firm and consultants. DRC was able to successfully mobilize personnel, equipment, and assets during a time of great demand across the country. Due to the company’s ability to leverage assets to the island, DRC was able to start making an impact on debris removal much faster than surrounding areas. DRC’s familiarity with the island and the City staff during time of crisis is invaluable.
Contract Award

Upon award, DRC’s Regional Manager Clif Kennedy will schedule a meeting with the City of Port Aransas. The initial meeting is critical, allowing both the City and the Regional Manager to make introductions, as well as to prepare for any pending disasters. DRC’s primary goal in this meeting would be to develop a step by step plan to expedite arrangements for training and response phases of the contract. These provisions include but are not limited to:

- Presenting key team members, including the Project Manager, and their responsibilities
- Scheduling table top scenario exercises to include planning and routing
- Facilitating the designation and readiness of DMS and final disposal sites
- Introducing Monitoring Firm Representative (if applicable)

Local Team Partners, Vendors, and Subcontractors

DRC maintains a network of hundreds of subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC’s responses in the last 30 years. These subcontractors along with DRC’s own personnel and equipment are capable of mobilizing events of huge magnitude. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, DRC encourages local participation. A few methods used to identify local subcontractors include:

- Outreach programs
- Government referrals
- Website applications
- Direct mail outreach

“Through weekly project meetings, I became increasingly familiar with the organization’s natural abilities and orderly work ethic. As the cleanup effort progressed, I realized that this company’s staff was a perfect fit for working with subcontractors and property owners.”

— Leo T. Lucchesi  Director of Public Works Washington Parish Government
Tab L: Project Understanding and Technical Approach
Disaster Debris Management, Removal, and Disposal Services

The use of local subcontractors helps revitalize the City of Port Aransas’s community and economic recovery after a disaster. DRC is always committed to utilizing local subcontractors because we are dedicated to the complete recovery of the City of Port Aransas’s community. RPF Emergency Services, LLC, KSI Speciality, and Dawson Recycling are the proposed subcontractors for the City.

“DRC, LLC, its staff, and sub-contractors were an essential and outstanding asset to the County’s effort to recover from this destructive storm event. I cannot recommend them more highly. We certainly don’t relish the possibility of another difficult storm season, but know that DRC will be there to meet all challenges imposed.”

– George Garrett, Sr. Director of Marine Resources & GIS Services of Monroe County, Florida
DRC continues to build its subcontractor base and boast potentially the largest group in the industry. All subcontractors are vetted and the City of Port Aransas will always have a final authority on the use of subcontractors. DRC’s current list of additional local subcontractors in the City of Port Aransas area is illustrated below:

### Available Subcontractor Network in the State of Texas

Available Equipment

DRC has the most expansive collection of rolling stock and equipment in the disaster services industry. The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company’s Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. Most recently, during the 2017 hurricane season, we operated in excess of 2,000 pieces of equipment while simultaneously responding to Hurricanes Irma, Harvey, and Maria.

List of Available Equipment

<table>
<thead>
<tr>
<th>Trucks</th>
<th>General Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>Make</td>
</tr>
<tr>
<td>F150 Class, SUV/PP, F250+ class</td>
<td></td>
</tr>
<tr>
<td>2009</td>
<td>Ford</td>
</tr>
<tr>
<td>2006</td>
<td>Ford</td>
</tr>
<tr>
<td>2008</td>
<td>Ford</td>
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<tr>
<td>2010</td>
<td>Ford</td>
</tr>
<tr>
<td>Self Loaders</td>
<td></td>
</tr>
<tr>
<td>2003</td>
<td>Kenworth</td>
</tr>
<tr>
<td>2006</td>
<td>Peterbilt</td>
</tr>
<tr>
<td>2006</td>
<td>Kenworth</td>
</tr>
<tr>
<td>1999</td>
<td>Kenworth</td>
</tr>
<tr>
<td>2010</td>
<td>Kenworth</td>
</tr>
<tr>
<td>2011</td>
<td>Kenworth</td>
</tr>
<tr>
<td>Truck/Tractors</td>
<td></td>
</tr>
<tr>
<td>Trailers</td>
<td>General Information</td>
</tr>
<tr>
<td>Year</td>
<td>Make</td>
</tr>
<tr>
<td>Kitchen Trailer/Tractors</td>
<td></td>
</tr>
<tr>
<td>2002</td>
<td>Haulmark</td>
</tr>
<tr>
<td>Dump Trailers</td>
<td></td>
</tr>
<tr>
<td>2007</td>
<td>Econline</td>
</tr>
<tr>
<td>2005</td>
<td>Top Hat</td>
</tr>
<tr>
<td>2005</td>
<td>Top Hat</td>
</tr>
<tr>
<td>2005</td>
<td>Top Hat</td>
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<tr>
<td>Utility Trailers</td>
<td></td>
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<tr>
<td>2002</td>
<td>Iron Dog</td>
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<td>Year</td>
<td>Make</td>
</tr>
<tr>
<td>------</td>
<td>---------------</td>
</tr>
<tr>
<td>2010</td>
<td>Top Hat</td>
</tr>
<tr>
<td></td>
<td>Carry On</td>
</tr>
</tbody>
</table>

**Car/Boat Trailers**

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Description</th>
<th>Serial #</th>
<th>Tag #</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>Carry On</td>
<td>6x12 Cargo Trailer</td>
<td>Cargo Trailer</td>
<td>4YMC112197G066383</td>
<td>AL 2TR13264</td>
<td>2</td>
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<tr>
<td>2011</td>
<td>Haulmark TL</td>
<td>GRS85X32W</td>
<td>Lg. Cargo Trailer</td>
<td>16HG532267G091896</td>
<td>AL 2TR13260</td>
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**Miscellaneous**

<table>
<thead>
<tr>
<th>Year</th>
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<th>Description</th>
<th>Serial #</th>
<th>Tag #</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1997</td>
<td>Dutchman</td>
<td>Classic (5th Wheel)</td>
<td>32' Travel Trailer</td>
<td>47CT20P28V1078556</td>
<td>AL 2TL395A8</td>
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**Heavy Equipment**

<table>
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<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Description</th>
<th>Serial #</th>
<th>Tag #</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2007</td>
<td>Prentice</td>
<td>2384</td>
<td>loader</td>
<td>PR63177</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ABI</td>
<td>T-200</td>
<td>Trailer mounted Air Curtain</td>
<td>T20FN03085</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vermeer</td>
<td>T-200</td>
<td>Bale Processor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vermeer</td>
<td>T-200</td>
<td>Bale Processor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000</td>
<td>Carlton</td>
<td>7500</td>
<td>Stump Grinder</td>
<td>1J9G42110Y1167345</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002</td>
<td>Caterpillar</td>
<td>TH63</td>
<td>Telehandler</td>
<td>SW07638</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>Bradco</td>
<td>30272-9925</td>
<td>Cutter Head</td>
<td>346471</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>AFE</td>
<td>SSEC0</td>
<td>Cutter Head</td>
<td>10-13-R125-081</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2004</td>
<td>Gorman Rupp</td>
<td>PA4A60-4045D</td>
<td>4&quot; Diesel Self Priming Trash Pump</td>
<td>1283487N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td>Gorman Rupp</td>
<td>PA4A60-4045D</td>
<td>Air Compressor</td>
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</table>

**1400 - Boats/Motors/Barges**

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Description</th>
<th>Serial #</th>
<th>Tag #</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1974</td>
<td>Skimmer</td>
<td>DIP 3001</td>
<td>Navy Oil Skimmer</td>
<td>1087-74-25R</td>
<td>N/A</td>
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</table>

**Portable Buildings & Containers**

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Description</th>
<th>Serial #</th>
<th>Tag #</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>Modular Housing</td>
<td>Camp</td>
<td>Housing Units &amp; Offices</td>
<td>Each has a serial #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>MOD Sleeping</td>
<td>Camp</td>
<td>MOD Sleeping</td>
<td>Each has a serial #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>MOD</td>
<td>Camp</td>
<td>Gym</td>
<td>Each has a serial #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>MOD Gym</td>
<td>Camp</td>
<td>MOD Gym</td>
<td>Each has a serial #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>MOD Laundry</td>
<td>Camp</td>
<td>Laundry</td>
<td>Each has a serial #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>MOD Laundry</td>
<td>Camp</td>
<td>MOD Laundry</td>
<td>Each has a serial #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>Storage Bldg</td>
<td>Camp</td>
<td>Storage Bldg</td>
<td>Each has a serial #</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Office Trailers**

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Description</th>
<th>Serial #</th>
<th>Tag #</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008</td>
<td>EZ Rigid Trailer</td>
<td>EZR-8624</td>
<td>Portable Office Trailer</td>
<td>1E9BR241781434001</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td>EZ Rigid Trailer</td>
<td>EZR-8624</td>
<td>Portable Office Trailer</td>
<td>1E9BR241781434002</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Detention Unit/Portable Jail**

<table>
<thead>
<tr>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Description</th>
<th>Serial #</th>
<th>Tag #</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>Portable Jail</td>
<td>40'</td>
<td>Portable Jail</td>
<td>40 ft. Portable Jails - 2 x 7 man</td>
<td>See #267-272</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>Portable Jail</td>
<td>40'</td>
<td>Portable Jail</td>
<td>Sleepers, one 6 man sleeper</td>
<td>See #267-272</td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>Portable Jail</td>
<td>40'</td>
<td>Portable Jail</td>
<td>2 man holding area, one with</td>
<td>See #267-272</td>
<td></td>
</tr>
</tbody>
</table>
Tab L: Project Understanding and Technical Approach
Disaster Debris Management, Removal, and Disposal Services

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Type</th>
<th>Description</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>Portable Jail</td>
<td>40'</td>
<td>Portable Jail shower &amp; toilet unit, and two</td>
<td>See #267-272</td>
</tr>
<tr>
<td>2011</td>
<td>Portable Jail</td>
<td>40'</td>
<td>Portable Jail day rooms - all stainless</td>
<td>See #267-272</td>
</tr>
<tr>
<td>2011</td>
<td>Portable Jail</td>
<td>40'</td>
<td>Portable Jail new in August, 2011</td>
<td>See #267-272</td>
</tr>
<tr>
<td>2009</td>
<td>Port City</td>
<td>24' Custom Trailer</td>
<td>Prison Trailer</td>
<td>4PCCU242191000016 AL 2TR13265</td>
</tr>
<tr>
<td></td>
<td>Detention Unit</td>
<td>8x20x8'6&quot;</td>
<td>Portable Jail</td>
<td></td>
</tr>
</tbody>
</table>

Joint Planning and Training

DRC provides the City of Port Aransas with planning and training throughout the length of the City’s contract at no extra cost. Benefits of these sessions include:

- Providing an opportunity to build relationships between both parties
- Delivering invaluable operational and administrative information to all stakeholders
- Discussing forecasting and reviewing the debris management plan

Identifying Equipment Staging Areas

While discussing potential plots to stage equipment, the following should be considered:

- Staging away from residential areas
- Easy access from main right-of-ways
- Sufficient acreage to manage a large number of vehicles
- Fencing around the facility is preferable

DMS Site Selection

Criteria at a minimum will include:

- Public versus private land considerations
- Environmental agency approvals
- Dust and fire mitigation
- Ingress and egress considerations
- Security features
- Storm water controls considerations
- Elevation
- Sound buffers and fencing
- 24 hour DMS security
Previously Used DMS Sites

FM 361
  - For all storm debris

Ross Ave
  - For white goods and HHW

Identifying Permanent Disposal Facilities, Transfer and Recycling Facilities

DRC has agreements in place with most major disposal and recycling facilities in the area. DRC’s management will be responsible for working with the jurisdiction to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC’s staff includes Steve Crawford, an expert in recycling, resource recovery, and disposal. With 25 years of experience, Crawford brings expertise and exceptional knowledge to every project.

Proposed Final Disposal Site

Republic Services El Centro Landfill
3189 St Rd, 69
Robstown, TX 78380

Gulley-Hurst Landfill
1435 Co Rd 26
Corpus Christi, TX 78415

DRC has agreements in place with Republic Services and the Gulley-Hurst Landfill.
Establishing Emergency Push Routes & Collection Grids

Collection grids and emergency push routes should include:
- Hospitals
- Police departments
- Emergency shelters
- Nursing homes
- Major traffic routes

**Forecasting**

DRC will incorporate the City of Port Aransas’s debris management plan and use the USACE model to predict project debris volumes, storage acreage needed, equipment, and manpower needed for the project.

**Estimated Debris Volumes for the City of Port Aransas**

Model based on 100% of households’ impacted Citywide.

<table>
<thead>
<tr>
<th>Storm Category</th>
<th>Est. Clean Woody Debris (CY)</th>
<th>Est. Mixed C&amp;D Debris (CY)</th>
<th>Total Cubic Yards</th>
<th>Acres Required for Debris Management (w/ Roads &amp; Buffers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1,000</td>
<td>9,000</td>
<td>10,000</td>
<td>.51</td>
</tr>
<tr>
<td>2</td>
<td>3,000</td>
<td>27,000</td>
<td>30,000</td>
<td>1.54</td>
</tr>
<tr>
<td>3</td>
<td>9,000</td>
<td>81,000</td>
<td>90,000</td>
<td>4.63</td>
</tr>
<tr>
<td>4</td>
<td>17,000</td>
<td>153,000</td>
<td>170,000</td>
<td>8.75</td>
</tr>
<tr>
<td>5</td>
<td>27,000</td>
<td>243,000</td>
<td>270,000</td>
<td>13.89</td>
</tr>
</tbody>
</table>

**Model Assumptions:**
- Population – 4,143 with estimated 2,000 Households
- Medium Vegetation Characteristic
- Light Commercial Density
- Heavy Precipitation

**Forecasting Scenarios**

**Scenario 1**

*Cubic Yards assumed:* 1,000,000  
*Estimated time of completion:* 120 total days with three complete passes  
*Average Cubic Yards per truck per day:* 500  
*Trucks required:* (120 cubic yard self-loaders) 30 crews for the first 30 days; 20-22 crews for days 30-90, 10-15 crews for days 90-120  
*DMS required for less than 10 mile haul:* 4-6  
*Personnel required:* Project Manager, three supervisors, 1 DMS site manager, and full back-office staff
Tab L: Project Understanding and Technical Approach
Disaster Debris Management, Removal, and Disposal Services

Disclaimer: The following scenarios are for discussion and demonstration only. Type, category, and intensity determine the number of trucks and personnel required.

Scenario 2
Cubic Yards Assumed: 500,000
Estimated Time of Completion: 90 total days with three complete passes
Average Cubic Yards Per Truck Per Day: 500
Trucks Required: (120 cubic yard self-loaders) 20-25 crews for the first 30 days; 10-15 crews for days 30-90
DMS Required for Less Than 10 Mile Haul: 4-6
Personnel Required: Project Manager, three supervisors, 1 site manager, and full back-office staff

Scenario 3
Cubic Yards Assumed: 250,000
Estimated Time of Completion: 60 total days with three complete passes
Average Cubic Yards Per Truck Per Day: 500
Trucks Type/Required: (120 cubic yard self-loaders or equivalent) 10 crews for the first 30 days; 10 crews for days 30-90
DMS Required for Less Than 10 Mile Haul: 2
Personnel Required: Project Manager, two supervisors, DMS site manager, staff of 3-5 per DMS site and full back-office staff
Tab L: Project Understanding and Technical Approach
Disaster Debris Management, Removal, and Disposal Services

RESPOND

PREPARE

RECOVER

→ Alert Phase
→ Disaster Impact
→ Response Timeline
→ Initial Damage Assessments
→ Emergency PUSH Operations
→ Loading and Hauling Operations
→ Debris Management Site Operations
→ Safety
→ Prompt Damage Complaint
→ Accounting and Document Management

Alert Phase

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 72 hours before impending impact, Clif Kennedy will contact the City of Port Aransas to discuss activation and response.
- At the discretion of the City, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center.
- Pre-staging of equipment and personnel as needed to respond to the immediate aftermath of the event “push activities”.
- Emergency Push Collection routes have been determined.
- If needed, DRC will provide an on-site officer trailer for the duration of the project or as directed by the City.

Disaster Impact
DRC has a unique ability to rapidly respond to a disastrous event while maintaining communication with communities to help them prepare for any trouble, making us a leader in the disaster recovery industry.

Response Timeline

The type, intensity, and duration of each event dictates the response time. Upon receipt of Notice to Proceed or Task Order, DRC will commence mobilization of equipment, operators, and laborers.

DRC proposes the following time frames in which services can be provided without unwarranted delay or interference:

Within 24 Hours Post Event
- Project Manager and support are in place and interacting with the City of Port Aransas’s Point of Contact
- Staging and measurement (certification) of equipment is underway
- Permitting and mobilization of DMS sites has begun
- Emergency Push activities are well underway with coordination with utility providers
- Initial Damage Assessment complete
- Public Service Announcements are initiated
- Logistical Support requirements have been assessed
- Initial Safety Meeting is held
- Time and location of daily production meetings is established

Within 48 Hours Post Event
- Initial understanding of crew type and quantity has been established with the City’s Point of Contact
- Roughly 50 percent of required equipment and manpower are in place
- At least one DMS is operational and load and haul activities can begin
- Discussions have begun with final disposal and recycling/composting providers (if applicable)
- Collection Zones have been mapped and discussed with the City’s Point of Contact
- Truck certifying continues
- Daily Safety Meetings continue

Within 96 Hours Post Event
- Full Mobilization is complete
- Emergency Push complete (if applicable)
- All contractual requirements (bonds, safety plans, dust control, community outreach, bonds etc.) are submitted
- Productivity assessments made based upon existing travel times and DMS requirements adjusted
- Equipment and personnel needs are reassessed
- Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- Daily productivity meeting continues between DRC, the City point of contact and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

For methods of demobilization, please see Tab O.
Initial Damage Assessment

Initial damage assessments are usually completed within 36 hours of an incident by local, state, federal, and contractors and provide an indication of the loss and recovery needs. The debris assessment will accomplish all of the following:
- Estimate the quantity and mix of debris
- Estimate damage costs
- Determine impact on critical facilities
- Identify impact on residential and commercial areas

Emergency PUSH Operations

- PUSH routes are predetermined with the help of City, who have a clear understanding of geography of the community
- Debris is “pushed” or cleared from the Public Roadway generally in an order of priority established by the City of Port Aransas
- Crews generally consist of equipment capable of moving heavy material (skid steers, front end loaders etc.) and personnel and supervision with chainsaws
- Attempt to make roadways and intersections as safe as possible for sight and traffic obstructions
- This phase of work is accomplished within the first 70 cumulative hours (plus or minus) after the event

Loading and Hauling Operations

Certification of Equipment

This task can begin as soon as practical but generally 12-24 hours after a Notice to Proceed is issued. In general, trucks are staged at a location where the City’s third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.
Debris Removal from Public Rights of Way

Within 24-48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the City) DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will many times consist of three to five hauling vehicles of 100 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen (when required by traffic conditions). In other instances where conditions allow, self-loading equipment of similar capacity will be utilized to maximize efficiency.

- All field supervisors shall ensure that all debris disposal-hauling operators are licensed and certified to operate required equipment.
- All debris disposal operators will be given area maps designating assignment/authorized areas or zones of operations as well as transport routes designated and/or approved by the City.
- As subcontractors complete zones, the areas are jointly surveyed by the City of Port Aransas or its designated representative and closed out.

Through the installment of PSAs, public participation can enhance the efficiency of the collection/material separation process. A typical flyer which defines material separation:

**PICKING UP THE PIECES**

Following these specific guidelines when hauling hurricane-related debris and household garbage to the curb will make for a speedier removal process.

**Correct Way**

- Bagged trash
- Discarded food
- Packaging, papers
- All garbage should be placed curbside the night before the scheduled weekly pickup.

**Vegetation Debris**

- Tree branches
- Leaves
- Logs

**Household Garbage**

- Oils
- Batteries
- Pesticides
- Paints
- Cleaning supplies
- Compressed gas

**White Goods**

- Refrigerators
- Washers, dryers
- Freezers
- Air conditioners
- Stoves
- Water heaters
- Dishwashers

**Electronics**

- Televisions
- Computers
- Radios
- Stereos
- DVD players
- Telephones

**Hazardous Waste**

- Oils
- Batteries
- Pesticides
- Paints
- Cleaning supplies
- Compressed gas

**Construction Debris**

- Building materials
- Drywall
- Lumber
- Carpet
- Furniture
- Mattresses
- Plumbing

**Helpful Hints**

1. Limit combustible garbage to two 32-gallon containers or eight trash bags.
2. Share piles with neighbors.
3. Refrigerator and freezer doors must be secured with duct tape.

**Wrong Way**

- Do not set debris against trees or poles. Doing so makes it harder for cleanup crews to scoop up the items.
- Do not set debris from the sidewalk toward your property. Contractors cannot collect items on private property.

**Multiple Scheduled Passes**

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC ES adheres to FEMA’s guideline of three scheduled collections or passes.

In rare cases, particularly following major flooding, additional collections may be warranted.
Tab L: Project Understanding and Technical Approach
Disaster Debris Management, Removal, and Disposal Services

Field Operations
All eligible debris will be removed from public easements, property, and rights-of-way to designated Debris Management Site and/or directly to a final disposal site. Eligible debris is generated directly by the event or as a result of the event and is in the public Right of Way; for private property debris to be eligible, Private Property Debris Removal has to be authorized:

The illustration to the right depicts a typical post-disaster scenario that involves construction and demolition debris (C&D). In this case, the public is advised through radio, television, social media, an a graphic such as above to place disaster generated debris to the right of way (ROW) in separate piles by debris type for separate collections.

Vegetative Debris
Vegetative debris is defined as: tree branches, leaves, logs, timber, and stumps.
- Eligibility—Public right of way or improved public property
- Collected from Private property only with FEMA private property debris removal right of entry authority
- Most productive operation combines the collection of leaners and hangers with normal ROW debris collection
- Allows for a wide spectrum of equipment use for productive collection
- Most commonly collected and transported to a Debris Management Site for processing and haul out
- Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source
- Reduction by burning provides for the most cost-effective processing, if burning is an option
Construction and Demolition (C & D) Debris

Construction and Demolition (C&D) typically consist of: building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing.

- Generally produced from floods, tidal surge and earthquakes
- Allows for a wide variety of equipment use including self-loading apparatus
- Landfill restrictions on material acceptance should be a consideration and can vary by state
- Utilization of DMS provides opportunity for reduction by material separation and compaction
- Load weight must be monitored particularly upon haul-out to final disposal
- Transportation to final disposal site does not allow for reduction, however is an alternative when travel time is not effect

White Goods

White goods is defined as: refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.

- Separately collected and staged within a designated area at a DMS or hauled directly to a recycler
- Collection can be performed with light duty trucks and trailers typically possessing a lift-gate
- Freon shall be removed by a certified technician under EPA regulations
- Citizens are informed through PSAs, fliers and social media to remove all contents from refrigerators and freezers prior to collection or to duct tape doors shut to facilitate safety and ease of collection
- Refrigerators and freezers collected with contents shall be staged for content removal and disposal
- White goods shall be recycled, and any derived proceeds handled in accordance with the contractual terms and conditions
## Tab L: Project Understanding and Technical Approach

### Disaster Debris Management, Removal, and Disposal Services

#### Household Hazardous Waste

HHW typically consist of oils, batteries, pesticides, paint, cleaning supplies and compressed gas.

- Collected only by trained and certified personnel with proper PPE and typically occurs in advance of load and haul crews
- Collected separately and securely placed in spill-proof containers for transportation to staging at a DMS or direct transport to a qualified recycler/disposal facility
- When stored at a DMS, the area is generally lined or bermed or both depending upon the requirements of the state environmental agency
- Proper packaging and transportation is often performed by the recycler

#### Electronic Waste Collection (E-Waste)

E-Waste debris includes: televisions, computers, radios, DVD players, telephones, and almost anything with an electric cord

- Collected separately with one or two collections (passes)
- Generally staged in a specific area of a DMS or transported directly to a recycler
- Collected in light duty trucks and trailers by general laborers and a supervisor
- Recycling of the items is always the goal

#### Tires

Tires often appear on the public ROW for collection following flood events or tidal surge.

- Collection can be accomplished separately using light duty equipment
- Transportation directly to the recycler or shredder is preferred
- Tires create a special problem for landfill operators as they tend to rise or float and can ultimately damage the landfill cap
- Federal/state regulations often require a waste hauler permit during transportation
Additional debris related collections, operations and projects that may occur during the response or recovery phase include but is not limited to the following:

Private Property Debris Removal

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. Under the request and direction of the City of Port Aransas or its representative, the contractor will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety to the City’s citizens.

Hazardous Tree and Limb Removal

A tree is considered “hazardous” if its condition was caused by the disaster and public health and safety are at risk. If possible, leaner and hanger removal will be performed in advance of load and haul activity and collected simultaneously with ROW debris. Eligibility is usually determined by the City of Port Aransas’s independent monitoring firm.

- Equipment may include bucket trucks, automated saw trucks, excavators and climbers with chainsaws
- Criteria to deduce if a leaner or hanger is hazardous is:
  - Must be six inches in diameter or greater when measured at chest height
  - More than 50% of the crown damaged or destroyed
  - Split trunk or broken branches that exposed the heartwood
  - Fallen or uprooted within a public use area
  - Leaning at an angle greater than 30 degrees
  - Hanging limbs must be 2 inches in diameter and must pose a threat of falling into an improved public area or public right-of-way
Removal of Hazardous Stumps
Stump removal usually takes place late in the debris removal process and is generally determined eligible by the City’s monitor. A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed may be flush cut)
- Greater than 24 inches in diameter, as measured 24 inches above the ground
- On improved public property or a public right-of-way
- Poses an immediate threat to life, and public health and safety
- Larger stumps are extracted by excavators and loaded upon flat-bed trailers for transport the DMS or final disposal facility
- Most often, large stumps must be split prior to processing by grinding

Canal/Waterway Debris Removal
Canal debris removal is most often performed under the oversight of the State Environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operations plan. Debris often consists of land based and/or water based removal of targets. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work, but typical methods are:

- Targets identified by side-scan sonar or below surface observation
- Target removal spans from water-bottom to surface debris or limited to designated depths
- When appropriate, debris can be collected with grapples mounted on different sized barges or even small boats
- Land based operations will consist mostly of removal of targets with long reach excavators equipped with a spoils or dredge bucket
- Temporary Offloading Sites can be used to temporarily stage debris prior to transport to a DMS for processing or to final disposal
- When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal
Tab L: Project Understanding and Technical Approach
Disaster Debris Management, Removal, and Disposal Services

Vehicle and Vessel Removal
DRC has extensive experience performing large scale vehicle and vessel removal and recovery projects. A single project for the State of Louisiana following Hurricanes Katrina and Rita involved the recovery and management of thousands of vehicles and vessels. The components of these projects vary from State to State due to legal requirements; but in the case of this operation, the scope of work will develop according to the direction of the City of Port Aransas. Commonly used procedures are:

- Generally, aggregation sites are activated for storage, processing, recordation and access
- For land based recovery, vehicles and vessels are tagged and recorded prior to recovery
- For water based vessel recovery, eligible targets are located and recorded prior to recovery
- Initial notification to owner is sent from VIN information gathered in the field using State Police database (City specific)
- Vehicles and vessels are aggregated on one or more sites and gridded for easy access
- Fluids are removed from each unit within the aggregation site
- Additional notifications are sent to owners using certified mail (if required)
- Private insurance companies are allowed to view and access units
- Vessels and vehicles can be retrieved by owner/insurance or destroyed/recycled
- Vehicles that have not been retrieved are crushed and recycled
- Scrap value proceeds (if any) are disbursed according to the contract
Tab L: Project Understanding and Technical Approach
Disaster Debris Management, Removal, and Disposal Services

Sand, Soil Recovery, Beach Restoration
Many jurisdictions are faced with damaged coastal areas and habitats that may require immediate recovery restoration. DRC has performed these sensitive and precise projects for thirty years. Permitting requirements will vary by jurisdiction. Typically multiple agencies are involved in beach projects. Recovery from public or private property will require Right of Entry (ROE) authority.

- Typical operating procedure calls for temporary staging site(s) used for storage and processing
  - Processing sand on the beach is a preferred method
  - Soils can sometimes be processed within an established DMS
- Displaced material can be recovered from adjacent property by the use of skid steers and front-end loaders
- Beach rakes are an effective tool for recovering hidden and surface debris from beach-fronts
- Debris collected from processing is usually taken to an operating debris DMS for reduction and haul-out to final disposal
- Quantities are generally measured by loader bucket size as the material is loaded to be screened
- Screening of sand and soils using shaker screens and trammels is a preferred procedure
- Production rates generally range between 100 to 200 processed cubic yards per hour
- Stockpiled and processed (clean) material can be returned to its original location
- Beach contours can be re-created by following engineered plan
Expertise in the Removal of Dead Animals and Putrescent Disposal
Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC’s policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Demolition
DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with the City of Port Aransas.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the best management practices (DMP).

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.

Clean Fill Dirt
DRC will place compacted fill dirt in ruts created by equipment, holes created by stump ends, and other areas that pose a hazard to public access upon direction of the City. This clean fill dirt will be compacted and directed by the City.

Marine Debris and Derelict Vessel Removal
Marine Debris and Derelict Vessels designated for removal will be identified using side-scan sonar. DRC has extensive experience with and will deploy side-scan sonar units to identify sub-surface marine debris. This approach provides for precise extraction of debris and does not disturb large areas of oyster beddings, or water bottoms. The City will provide GPS coordinates to DRC. Each debris removal vessel will be equipped with a GPS and side scan sonar. Debris removal crews will identify debris locations using coordinates and on-board GPS units. Crews will then deploy side-scan sonar to fine tune debris location. Following debris extraction from water, crews will verify complete removal using side scan sonar. No debris will be removed other than that which is designated and approved for removal by the City in advance.
Emergency Power Generation

DRC will provide mobile electric power generation units for facilities and locations within the City. The City will define the fuel type of the units. The City will require up to 30 units, with output at 120 and/or 240 volts with a minimum capacity of 70 KW. DRC will deliver the units to the facilities or locations designated by the City, and ensure connection of the units to the existing electrical wiring by a licensed electrician. DRC will ensure the unit is fueled, tested and demonstrated to be operational prior to departure from the location. DRC will also provide fuel for the duration of the unit’s use by the City, and will have readily available technical support and repair or replacement services. Delivery shall be accomplished within 48 hours of request by the City.

Prompt Damage Complaint

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repair.
- DRC will investigate all damages and complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

Accounting and Document Management

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC’s database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the City (if there isn’t a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the jurisdiction, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

DRC maintains a fully-staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced and professional personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The emergency nature of DRC’s work requires that the Company remain on-line and in contact across its network at all time.
Many of the elements of work shown above can be categorized as recovery functions, although some, if not all, could be performed simultaneously with the debris mission. Of those listed above, marine debris removal, marine salvage, and beach restoration have been previously addressed under the Response phase of operations.

Effective recovery requires a comprehensive effort of all phases that enable logical and efficient execution. The subsequent functions outlined below are all steps in a model that must be executed intelligently and with real-world experience. DRC Emergency Services, LLC, SLS and Callan Marine comprise a core of companies under single ownership that excel at providing a turn-key approach to total disaster management. We stand alone in the industry as the only provider of these services.
DRC’s sister Company, SLS, is a prominent post disaster Temporary Housing provider. From turnkey temporary trailer facilities to massive man camps designed to house and feed thousands, SLS has designed and performed most all post disaster applications.

SLS pioneered the current FEMA S.T.E.P. program during the aftermath of Hurricane Sandy in New York. The Program in New York was called “Rapid Repair” and a similar program in Baton Rouge was called “Shelter at Home”. These programs are designed to perform essential elements of restoring damaged single-family residences and return homeowners back into their homes quickly. As an additional positive result, the cost of the typical S.T.E.P. program is approximately 20% the cost of placing a displaced Family into a trailer or similar structure. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected citizens.

In anticipation of Hurricane Florence’s impact on the East Coast, SLS was activated by the Virginia Department of Emergency Management to provide emergency shelter services for the state of Virginia and surrounding state evacuees.

**Project specs:**
- **Location:** Richmond, Williamsburg, and Newport News, Virginia
- **Client:** State of Virginia
- **Type:** State of Virginia
- **Units:** 5,775 beds in three locations
DRC’s sister Company, Callan Marine is a highly-specialized construction firm capable of providing, design, engineering, management and construction services such as:

- Marine debris management and removal
- Offshore and inland dredging
- Shoreline protection
- Beach re-nourishment
- Port/Dock facility construction
- Wetlands construction
- Marine protection mitigation and improvements

Callan Marine has dredged thousands of miles of waterway in the Gulf Coast region to keep our customers productive.
### KEY PERSONNEL

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Sullivan</td>
<td>President</td>
<td>3 years of experience with DRC, 20 years of industry experience.</td>
</tr>
<tr>
<td>Mr. Sullivan</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.</td>
</tr>
<tr>
<td>Mr. Sullivan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mark Stafford</td>
<td>Vice President</td>
<td>15 years of experience with DRC, 38 years of relevant experience.</td>
</tr>
<tr>
<td>Mr. Stafford</td>
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<td></td>
</tr>
<tr>
<td>Kristy Fuentes</td>
<td>Vice President of Compliance and Administration</td>
<td>7 years of experience with DRC, 38 years of relevant experience.</td>
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<tr>
<td>Ms. Fuentes</td>
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</table>

**FEMA Certifications:**

**Other Certifications:**
- Hazwoper

**Kristy Fuentes (Point of Contact)**

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars.
In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

Ms. Fuentes plays a key administrative role in every project DRC performs. In the wake of Hurricanes Michael and Florence in 2018 she directed 45 simultaneous contract activations while providing oversight of accounting, invoicing, ticket reconciliation and overall administrative management. Ms. Fuentes has provided this kind of oversight on all of DRC’s projects since 2013.

**Cliff Lowe**

Vice President of Business Development

With more than 13 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. Through the years, he has had many roles including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

As Vice President of Operations, Mr. Newman provides operational oversight in order to measure progress and adjust processes to ensure the success of the project. Mr. Newman oversees all project managers and works closely with management personnel to maintain efficient team structure during an activation.

Previously, while activated for Hurricane Ike, Mr. Newman oversaw the collection, processing, and recycling/disposal of over 1,000,000 cubic yards of debris. His recent project activations include Hurricanes Michael, Florence, Harvey, Maria, and Irma. Mr. Newman plays a role in every major activation providing overall project management and operational oversight.

**Joe Newman**

Vice President of Operations (Operations Manager)

With more than 13 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike. Through the years, he has had many roles including heavy equipment operation, planning and
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14 years of experience with DRC, 16 years of relevant experience.
FEMA Certifications: IS-33.17, IS-35.17, IS-100.b, IS-100.pwb, IS-632.a, IS-702.a, IS-2900
Other Certifications: Hazwoper

<table>
<thead>
<tr>
<th>Clif Kennedy</th>
<th>Regional Manager</th>
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<tbody>
<tr>
<td>(713) 715-8772</td>
<td><a href="mailto:Ckennedy@drcusa.com">Ckennedy@drcusa.com</a></td>
</tr>
</tbody>
</table>

As a former Captain in the U.S. Marine Corps, Mr. Kennedy was responsible for the training and combat readiness of hundreds of Marines and led expeditionary combat operations around the world. His leadership and experience conducting operations in extreme situations gives him a unique perspective in the disaster response business. Additionally, his management background in a commercial real estate development and an international non-profit have broadened his capabilities in effective leadership. As a Regional Manager, Mr. Kennedy is responsible for maintaining business relationships and providing hands-on participation and incident command in response and recovery operations. His major recent activations include: Hurricanes Michael, Florence and Harvey. Upon joining the DRC team, Mr. Kennedy was immediately activated in response to Hurricane Harvey and worked closely with the City of Houston and Harris County. Mr. Kennedy also worked with the Texas General Land Office restoring 125 miles of Texas coastline after Hurricane Harvey. During this project he coordinated with 8 different federal, state, and county agencies and completed the project on time while navigating numerous unexpected contingencies.

Mr. Kennedy has a B.A. in Political Science from Texas A&M University. He is a Texas resident and has resided in Houston since 2010 with his Wife, Kat, and their four children.

2 years of experience with DRC, 9 years of relevant experience.
FEMA Certifications: IS 100, IS 00632.a, IS 00700.a

<table>
<thead>
<tr>
<th>Mark Bush</th>
<th>Project Manager</th>
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</table>

Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He served 6 years in the US Army as a Light Wheel Mechanic and also served as a Squad Leader with the 4th Brigade/4th Infantry Division. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail and adaptability to change, and time management. Mr. Bush manages the daily logistical coordination of crews, heavy equipment, and support resources; work flow and future crew movement planning; and daily work site documentation. Additionally, he
Mr. Bush served as the main point of contact to Harris County Engineering. He also worked closely with FDOT in the aftermath of Hurricane Michael. Mr. Bush went to Lamar University in Beaumont, TX following Hurricane Harvey.

- 2 year of experience with DRC, 16 years of relevant experience.
- Other Certifications:
  - TX All-lines Ins. Adjuster (lic#2156078), SafeLand USA, SafeGulf USA, H2S Awareness Training, AED Certified

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**Sam Dancer**

Field Supervisor and Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port Au Prince, Haiti earthquake.

More recently, he was involved in: St. Charles County and the City of Bridgeton tornado debris removal (MO); Tuscaloosa (ALDOT) residential demolition of tornado-damaged residences (AL); Terrebonne Parish (LA) and St. Louis Bayou (MS) Cleanout project; City of New Orleans Strategic Demolition for Economic Recovery project (LA); East Baton Rouge Parish wind storm damage (LA); Ascension Parish, Tangipahoa Parish (LA), and Houston (TX) flood damage; project manager for Hurricane Irma Largo.

- 6 years of experience with DRC, 13 years of relevant experience.
- Other Certifications: Access to a TWIC card, Access to HSIN granted by the Department of Homeland Security for Louisiana, Mississippi, Texas, Alabama, and the EM Site

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**Lisa Garcia**

Contracts Manager

Ms. Garcia Walsh has overseen DRC’s contracts since 2010. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence. She is responsible for applying, renewing, and activating general contractor licenses nationwide as well as other authorizations and pre-qualifications. Additionally, she is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities...
Debris Management Site Operations

Permitting and Site Mobilization

Within 24 hours of a notice to proceed, mobilization to pre-established DMS locations will begin:

- Phase One—environmental audit is performed
- The number of DMS sites to be used is determined by estimated volumes, travel times, traffic patterns and material to be processed
- Ideally, site placement and number should facilitate a minimum of five loads per truck per day
- Land Use Agreements are immediately executed with any private land owners
- For those sites not already permitted, an immediate permitting request will be submitted by DRC’s Vice President of Administration and Compliance (Kristy Fuentes)
- DMS Site Plan is established and submitted

Environmental Considerations

- Where practical, a phase one environmental assessment should be performed prior to use as a DMS
- Soil samples are taken prior to use
- Pictures and video of the site prior to use is considered a best management practice
- DRC may use drone photography before and after use as a best management practice
- An independent engineer is often used to satisfy additional requirements of State regulators such as the need for SWPPP, perimeter silt fencing, air monitoring etc.
Tab O: Typical Debris Management
Site Safety Plan and Operational Plan
Disaster Debris Management, Removal, and Disposal Services

Typical On-site Equipment, Supplies and Manpower Needs

<table>
<thead>
<tr>
<th>Signage</th>
<th>Inspection Tower(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perimeter Fencing (if required)</td>
<td>Site Manager</td>
</tr>
<tr>
<td>Equipment Operators</td>
<td>Traffic Control Personnel</td>
</tr>
<tr>
<td>Security Personnel</td>
<td>Traffic Control devices</td>
</tr>
<tr>
<td>Front-end loader with thumb</td>
<td>Bulldozer</td>
</tr>
<tr>
<td>Grinder- horizontal or Tub</td>
<td>Excavator</td>
</tr>
<tr>
<td>Water Truck</td>
<td>Sweeper</td>
</tr>
<tr>
<td>Air curtain Incinerator or above ground incinerator (if required)</td>
<td></td>
</tr>
</tbody>
</table>

Site Access
For the success of site access, separate points of ingress and egress should be established if possible and avoidance of truck traffic through residential areas is ultimately important.

Traffic Controls - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.

Inspection Towers - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally two inspections towers should be utilized at each DMS if volume warrants. One tower at point of ingress for use by the monitoring firm’s employee, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if ingress and egress point is the same. Additionally, the use of all terrain man lifts are sometimes substituted for the tower shown.

Maintenance and Grading - Maintenance and grading of the debris management site will occur throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.
Debris Storage Area

Debris may be segregated into five main areas as determined by the type of event.

**Vegetative debris**—Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

**Construction and Demolition (C&D) Debris**—Stored separately within an area that will facilitate separation, compaction or grinding.

**Recyclables/Salvage**—Recyclable/salvageable materials will be stock piled in accordance with the site plan.

**White goods**—White goods will be stock piled in a contained area in accordance with the site plan if not transported directly to the recycler.

**Household Hazardous Waste (HHW)**—HHW will be segregated and stored in an approved containment area that may be lined and bermed.

Debris Reduction Methods

**Grinding and/or Chipping Operations**—Primarily used for reducing vegetative debris to achieve a 4 to 1 reduction or better. Resulting product is beneficial for use as fuel or reused as compost. The method is less often used as a reduction method for Construction and Demolition material due to its impact on equipment.

- Reduction by grinding provides opportunity for recycling, re-use and consumption as a fuel source

**Burning**—Environmental impact and safety are primary considerations. Most often allowed in rural settings, it’s the most efficient reduction method for vegetative debris as a 95% reduction can be achieved. Air curtain incineration and trench burning can serve to mitigate the release of smoke etc.

- Reduction by burning provides for the most cost-effective processing, if burning is an option

**Compaction**—The most acceptable reduction method for construction and demolition debris when combined with recycling; a 2 to 1 reduction ratio is most often achieved.
Final Debris Disposal
Selection of final disposal location(s) for processed debris is normally determined during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used when regulations allow.

Recycling Strategies

Vegetative Debris—Available to serve as a viable fuel source for manufacturing, etc. and used frequently as mulch for agricultural purposes. The resulting product is donated to citizens for use in flower beds and gardens and can be used as alternative daily cover in landfills when allowed. Additional uses are to use as roadbed for temporary roads and can be thinly spread across acreage to produce dirt.

Aggregates—Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

Construction and Demolition Debris—Wood, metals, plastics and sometimes gypsum can be pulled from the waste stream and recycled if sufficient quantities exist and recycling facilities are available and accessible.

White Goods—Easy to recycle due to abundant processors.

Electronic Waste (E-Waste)—While these components are quite abundant, particularly following a flood or tidal surge, recyclers of these items have become more difficult to find. Some of the components found in televisions, computer monitors, copy machines etc. contain heavy metals making disposal a poor option, resulting in markets being the best option. Shipping to foreign markets is sometimes the best option.

“This debris removal project has been a resounding success, and the GLO appreciates the many hours of hard work put in by the DRC team.”

— Benjamin K. Au Architect, Director of Construction Services GLO, Texas
Debris Management Site Closeout

Restoration is conducted during the close out phase of each DMS. The scope of restoration is determined by post use site conditions, terms of the land lease, or the City directive and mutual understanding when public property is used. Restoration can consist of final removal of all debris and other managed components as well as all structures and temporary features. Additionally, grading and leveling, removal of temporary roads and fencing, and grassing or seeding of the site to documented pre-use condition may be necessary.

Post use drone footage and still photography shall be taken to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. Environmental sampling that mirrors pre-use sampling is a best management practice.

- Random soil samples, surface and if necessary water samples, may be taken and sealed in containers for comparison with pre-use samples taken
- Independent third- party engineers and testing labs may be used
- Post use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants

Final Inspection, Released and Acceptance of the City of Port Aransas and/or Landowner

In most cases, final closure approval is needed by both the State Environmental Agency and the property owner.
Safety

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we service.

Safety comes before profit and productivity.

Our goal is to ensure that all projects operate under the safest possible conditions and as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC’s programs and practices include:

- Morning project safety toolbox meetings
- Weekly “better ideas for improvement” meetings
- Weekly formal safety meetings
- Constant safety training certifications
- Safety recognition through our “challenge coin” award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will:

1. Safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities;
2. Avoid interruptions of Government operations and delays in project completion dates; and
3. Control costs in the performance of this contract.

Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed.

Immediate action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. All actions will be documented and the safety of citizens will be considered vital.

Training programs include:
- Smith System Driver Training
- Hazardous Materials Training
- Demolition Safety
- Asbestos Abatement Training
- Power Line Awareness
- Hazardous Communication
- Lockout/Tagout
- Fire Prevention Training
- Environmental Management Planning
EMPLOYMENT OF LOCAL & MINORITY CONTRACTORS

DRC maintains one of the industry’s largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC’s subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

The use of local resources is vitally important to a successful disaster recovery operation. Because of its importance, we have developed a vast network of subcontractors that are uniquely qualified and meet all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC has assembled a cadre of thousands of subcontractors which includes SBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established procedures nationally recognized in the area of community outreach as discussed below.

Proposed Subcontractors

RPF Emergency Services, LLC
Hunter Fuzzell
2903 7th street
Tuscaloosa, AL 35401
205-345-6060

RPF Emergency Services is a turn-key subcontractor in the Emergency Services industry. Based out of Mobile, AL, RPF is ready to respond within 24 hours to any of the City of Port Aransas needs. RPF is wholly owned by R. Hunter Fuzzell. Hunter founded the company in 2015, after spending over a decade working in various roles throughout the industry. Hunter possesses a BS – Finance and MBA from Auburn University and a Master’s of Engineering – Construction Management from the University of Alabama – Birmingham. In 2016, RPF responded to 18 contracts, the majority being simultaneous in response to Hurricane Matthew. They handled over 3.5 million cubic yards of debris, taking it “cradle to grave” from the public ROW, to the DMS, through the reduction process, and finally to final disposal. RPF continued to grow in 2017, when it managed over 20 contracts and handling in excess of 5 million cubic yards of debris

RPF owns 6 “Double” self-loaders and 2 singles. On large events, RPF partners with companies owned by immediate family members and in total they own over 20 “doubles”. RPF’s true strength lies in its vast network of subcontractors. In 2017, RPF was simultaneously managing in excess of 1300 load and haul units. Since its inception a mere 3 years ago, RPF has responded to any type of disaster in size and scope that could impact the City of Port Aransas.

RPF has worked hundreds of contracts with DRC and serves as their primary subcontractor.
Honest and heartfelt sentiments from Jimmie Dooms and longtime friend and fellow local businessman Vance Dawson as they recall growing up, each with their own father’s Corpus Christi-area businesses dating back to the 1950s. Both followed the example set for them, finding success with their own businesses and even more so when working together through the years.

In May 2017, the Dawson and Dooms family were having a family backyard BBQ and decided to capitalize on both of the families long history and experience in construction, fabrication, and sales. A few months later in July 2017, the families launched KSI Specialties. Since starting in July of 2017, KSI Specialties has grown rapidly into other markets, including land clearing, saw mill work, and poly-tank sales just to name a few. The Dawson and Dooms families are confident that KSI Specialties will also be another business staple in the Coastal Bend, as well as many other areas around the country.

With Christin at the helm, the KSI team has established itself as a reliable partner in numerous commercial and industrial projects.

Scope: load and haul

Dawson Recycling & Disposal, Inc.
Drawer 67, 416 Hwy 181
Gregory, TX 78359
Vance Dawson
Dawson.recycling@gmail.com

Dawson Recycling is a locally owned and operated company located in Gregory, Texas. We offer prompt and dependable service. Family owned and operated for nearly 20 years, Dawson has become one of the most trusted names in the ferrous and non-ferrous materials recycling industry and trash disposal in the Coastal Bend area. Our friendly staff and fair prices have kept people coming back to us for years. We buy from the public as well as businesses and dealers, so come on out and bring your scrap. We'll take care of you!

In November of 1997, Dawson Recycling opened in Pearland, TX as a DBA company with a $30,000 loan from the bank by Vance Dawson IV. The business operated out of his grandfather "PAW" Vance Jr, and dads Vance III warehouse, located on Houston St. In 2000 Dawson Recycling moved to it's present location at 416 Hwy 181 in Gregory, TX. The facility sits on 7½ acres beside Southern Pacific Railroad. In Feb 2000, Dawson Recycling became a Texas Corporation.

Dawson Recycling & Disposal is operated as a small company that is proud to treat it's employees like family. Our philosophy is that everyone’s roll in the workplace is important. "No one wins at the game of life by themselves, it takes a team."

Scope: load and haul, e-waste, household hazardous waste
Because of the unpredictable nature of disaster events, DRC cannot know the amount of work that will need to be subcontracted.

Local S/M/WBE Resource Program

While DRC maintains a current, active subcontractor list, Regional Managers reach out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) by utilizing:

- Governmental databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach
  - Information can be found by contacting: 888-721-4DRC or going on drcusa.com

Upon receipt of Notice of Award, DRC will make contact with local governments and SBE Resource offices to schedule an informational and technical assistance workshop for potential vendors and businesses. The workshops provide:

- “hands on” technical assistance to a variety of companies
- matches S/M/WBE contractors with other companies in order to strengthen their competitive position

DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work.

Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans.
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract).
- Compliance with governmental employment regulations, unemployment compensation and workman’s compensation laws.
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.
"Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated."

– Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East Baton Rouge’s Department of Environmental Services
Prompt Payment of S/M/WBEs

In addition to occasionally assisting S/M/WBEs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis.

### Subcontractor Payable Chart

<table>
<thead>
<tr>
<th>DEBRIS ON STREET</th>
<th>DEBRIS MANAGEMENT SITE (DMS)</th>
<th>LANDFILL/RECYCLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEEK 1</td>
<td>WEEK 2</td>
<td>WEEK 3</td>
</tr>
<tr>
<td>LOAD AND HAUL</td>
<td>PROCESS DATA RECONCILE WITH</td>
<td>-process check $</td>
</tr>
<tr>
<td>TICKET</td>
<td>CONTRACTORS</td>
<td></td>
</tr>
<tr>
<td>START WEEK</td>
<td>END WEEK</td>
<td>$ FOR WEEK 1</td>
</tr>
</tbody>
</table>
AFFIRMATIVE ACTION/ EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC’s President has issued the following policy:

DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe work force diversity may provide a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person’s physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC’s equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.
<table>
<thead>
<tr>
<th>Owner &amp; Timeline</th>
<th>Description of Work</th>
<th>Contract Value</th>
<th>Cubic Yards</th>
<th>Point of Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harris County, TX</td>
<td>Debris Removal Hurricane Harvey (DR-4332)</td>
<td>$33,677,520.71</td>
<td>Estimated 1,200,000.00</td>
<td>Nick Russo, Environmental Compliance Officer Phone: (713) 274-3667 <a href="mailto:Nick.russo@hcppd.org">Nick.russo@hcppd.org</a> 101 Preston, Suite 800 Houston, TX 77002</td>
</tr>
<tr>
<td>City of Aransas Pass, Texas</td>
<td>Debris Removal Hurricane Harvey (DR-4332)</td>
<td>$7,595,915.65</td>
<td>309,000</td>
<td>Lynn Pearce, Coastal Resilience Plan Committee Phone: (361) 758-5224 Fax: (361) 758-8188 <a href="mailto:lpearce@ap-police.com">lpearce@ap-police.com</a> 600 W Cleveland Boulevard Aransas Pass, TX 78336</td>
</tr>
<tr>
<td>East Baton Rouge Parish/City of Baton Rouge</td>
<td>Disaster Debris Removal and Disposal Louisiana Severe Storms and Flooding (DR-4277)</td>
<td>$37,820,003.62</td>
<td>1,947,581</td>
<td>Adam Smith, P.E. Interim Director Phone: (225) 389-5623 Fax: (225) 389-5391 <a href="mailto:Amsmith@brgov.com">Amsmith@brgov.com</a> 222 Saint Louis Street, Suite 816 Baton Rouge, LA 70802</td>
</tr>
</tbody>
</table>
City of Port Aransas  
RFP NO. EM-001-2019  
DISASTER DEBRIS REMOVAL, REDUCTION DISPOSAL  
AND OTHER EMERGENCY SERVICES  
JUNE 14, 2019  3:00 PM

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):
   - $6.75 per cubic yard for 0-5 miles, one-way haul
   - $7.25 per cubic yard for 5.1-10 miles, one-way haul
   - $8.25 per cubic yard for 10.1-15 miles, one way haul
   - $8.25 per cubic yard for 15.1-30 miles, one way haul

2. a. Load and Haul Construction and Demolition (C&D) and Mixed Debris to a Debris Management Site (DMS)
   - $8.50 per cubic yard for 0-5 miles, one-way haul
   - $9.95 per cubic yard for 5.1-10 miles, one-way haul
   - $9.95 per cubic yard for 10.1-15 miles, one way haul
   - $9.95 per cubic yard for 15.1-30 miles, one way haul

   b. Load and Haul C&D and Mixed Debris directly to final disposal
      - $8.95 per cubic yard for 0-10 miles, one-way haul
      - $9.95 per cubic yard for 10.1-25 miles, one-way haul
      - $9.95 per cubic yard for 25.1-35 miles, one way haul
      - $10.50 per cubic yard for 35.1-50 miles, one way haul

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

1. The cost associated with managing, accepting, processing, and reducing vegetative debris through grinding
   - $4.45 per cubic yard

2. The cost associated with managing, accepting, processing, and reducing vegetative debris through burning,
   - $3.35 per cubic yard

3. The cost associated with managing, accepting, processing, and reducing construction and demolition debris through compaction
$ 2.25 per cubic yard

C. Haul out
Haul out residual debris to final disposal
$ 5.40 per cubic yard for 0-15 miles, one-way haul
$ 6.40 per cubic yard for 15.1-30 miles, one-way haul
$ 7.45 per cubic yard for 30.1-60 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: $ 165.00 ea
36" diameter and up, but less than 48" diameter: $ 295.00 ea
48" diameter and up, but less than 72" diameter: $ 400.00 ea
Equal to or greater than 72" diameter: $ 400.00 ea

Removal of non-hazardous stumps from the ROW placed There by others (as per FEMA Stump Conversion Table) $ 8.25 CY

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" $ 175.00 per tree
   * 24 – 36" $ 300.00 per tree
   * Greater than 36" $ 400.00 per tree

   * Diameter of tree at 2 feet from 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 $ 75.00 per tree

G. Private Property Debris Removal (PPDR)
Load and Haul vegetative debris to a Debris Management Site (DMS):
$ 8.25 per cubic yard for 0-5 miles, one-way haul
$8.45 per cubic yard for 5.1-10 miles, one-way haul

$8.45 per cubic yard for 10.1-15 miles, one way haul

$8.45 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)

$9.45 per cubic yard for 0-5 miles, one-way haul

$10.45 per cubic yard for 5.1-10 miles, one-way haul

$10.45 per cubic yard for 10.1-15 miles, one way haul

$10.45 per cubic yard for 15.1-30 miles, one way haul

Load and Haul C&D directly to final disposal

$9.45 per cubic yard for 0-10 miles, one-way haul

$11.45 per cubic yard for 10.1-25 miles, one-way haul

$11.45 per cubic yard for 25.1-35 miles, one way haul

$12.45 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: $200.00 ea

36” diameter and up, but less than 48” diameter: $350.00 ea

48” diameter and up, but less than 72” diameter: $550.00 ea

Equal to or greater than 72” diameter:

Uprooted or Split Trees (Leaners) $700.00 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” $125.00 per tree

*24 – 36” $250.00 per tree

*Greater than 36” $400.00 per tree

* Diameter of tree at 2 feet 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.

$75.00 per tree

H. Canal silt removal and disposal

<table>
<thead>
<tr>
<th>Marine based removal:</th>
<th>Land based removal:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5 mile one way haul</td>
<td>0-5 mile one way haul</td>
</tr>
<tr>
<td>$130.00 per cubic yard</td>
<td>$80.00 per cubic yard</td>
</tr>
<tr>
<td>5.1-10 mile one way haul</td>
<td>5.1-10 mile one way haul</td>
</tr>
<tr>
<td>$135.00 per cubic yard</td>
<td>$85.00 per cubic yard</td>
</tr>
<tr>
<td>10.1-15 mile one way haul</td>
<td>10.1-15 mile one way haul</td>
</tr>
<tr>
<td>$140.00 per cubic yard</td>
<td>$90.00 per cubic yard</td>
</tr>
</tbody>
</table>

I. Drainage ditches silt and debris removal

<table>
<thead>
<tr>
<th>Ditch width</th>
<th>$ per linear foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4.0 feet</td>
<td>$4.75</td>
</tr>
<tr>
<td>4.1-8 feet</td>
<td>$7.50</td>
</tr>
<tr>
<td>8.1-12 feet</td>
<td>$9.50</td>
</tr>
<tr>
<td>12.1-16 feet</td>
<td>$11.50</td>
</tr>
<tr>
<td>16.1-20 feet</td>
<td>$15.50</td>
</tr>
<tr>
<td>20.1-30 feet</td>
<td>$21.50</td>
</tr>
</tbody>
</table>

Debris to be placed on the ROW for collection as regular debris. Silt to be hauled and disposed of at $18.25 per cubic yard

J. Cleaning and clearing of storm drain lines

<table>
<thead>
<tr>
<th>Drain Line Diameter</th>
<th>$ per linear foot</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15.0 inches</td>
<td>$6.25</td>
</tr>
<tr>
<td>15.01-36 inches</td>
<td>$17.25</td>
</tr>
</tbody>
</table>

Debris to be placed on the ROW for collection as regular debris. Silt to be hauled and disposed of at $18.25 per cubic yard

K. Cleaning and clearing of catch basins and inlets

<table>
<thead>
<tr>
<th>Size</th>
<th>$ per catch basin or inlets</th>
</tr>
</thead>
<tbody>
<tr>
<td>4' X 4'</td>
<td>$175.00</td>
</tr>
<tr>
<td>8' X 8'</td>
<td>$400.00</td>
</tr>
<tr>
<td>10' X 10'</td>
<td>$550.00</td>
</tr>
<tr>
<td>20' X 20'</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

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).

$ 22.15 per cubic yard for 0-15 miles, one-way haul
$ 23.15 per cubic yard for 15.1-30 miles, one-way haul
$ 24.15 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 beach. (Debris generated from screened rejects will be hauled to a debris management site(s) or other designated location according to debris collection rates).

$ 23.15 per cubic yard for 0-15 miles, one-way haul
$ 24.15 per cubic yard for 15.1-30 miles, one-way haul
$ 25.15 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.

$ 20.00 per cubic yard

N. Removal and destruction of carcass

$ 1.95 per pound

O. Loading and hauling of white goods

$ 35.00 per unit

P. Removal and disposal of freon

$ 45.00 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 $ 145.00 per linear foot
      2. Keeled Vessels $ 195.00 per linear foot

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

      1. Flat & V - Hulled Vessels $ 165.00 per linear foot
      2. Keeled Vessels $ 215.00 per linear foot
c. Recreational vessels 3
5' up to 36' in length

1. Flat & V- Hulled Vessels $185.00 per linear foot
2. Keeled Vessels $235.00 per linear foot

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

1. Flat & V- Hulled Vessels $205.00 per linear foot
2. Keeled Vessels $255.00 per linear foot

e. Recreational vessels above 48' in length

1. Flat & V- Hulled Vessels $235.00 per linear foot
2. Keeled Vessels $285.00 per linear foot

2. Land based salvage operations:

a. Recreational vessels up to 24' in length

1. Flat & V- Hulled Vessels $85.00 per linear foot
2. Keeled Vessels $135.00 per linear foot

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

1. Flat & V- Hulled Vessels $115.00 per linear foot
2. Keeled Vessels $165.00 per linear foot

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

1. Flat & V- Hulled Vessels $145.00 per linear foot
2. Keeled Vessels $195.00 per linear foot

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

1. Flat & V- Hulled Vessels $175.00 per linear foot
2. Keeled Vessels $225.00 per linear foot

e. Recreational vessels above 48' in length

1. Flat & V- Hulled Vessels $195.00 per linear foot
2. Keeled Vessels $245.00 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: $350.00 ea

2. Transfer/Tow and handling of
Recreational vessels up to 24' in length
   a. Flat & V- Hulled Vessels $75.00 per linear foot
   b. Keeled Vessels $135.00 per linear foot

3. Transfer/Tow and handling of
Recreational vessels 25' up to 35' in length
   a. Flat & V- Hulled Vessels $75.00 per linear foot
   b. Keeled Vessels $165.00 per linear foot

4. Transfer/Tow and handling of
Recreational vessels 25' up to 36' in length
   a. Flat & V- Hulled Vessels $145.00 per linear foot
   b. Keeled Vessels $195.00 per linear foot

5. Transfer/Tow and handling of
Recreational vessels 36' up to 48' in length
   a. Flat & V- Hulled Vessels $175.00 per linear foot
   b. Keeled Vessels $225.00 per linear foot

6. Transfer/Tow and handling or
Recreational vessels above 48' in length
   a. Flat & V- Hulled Vessels $195.00 per linear foot
   b. Keeled Vessels $245.00 per linear foot

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

$1,500.00 per day

T. Travel trailer installation and maintenance
Price proposal for trailer installation:

Basic Trailer Installation: $9,950.00 per trailer

As needed services:

Buried Sewer Line: $25.00 per linear foot
Install Sewer Tap: $1,200.00 per tap  
Buried Water Line: $25.00 per linear foot  
Municipal Water Tap: $1,200.00 per tap  
Power Pole with Meter: $3,500.00 per pole  
Water Line Winterization: $5.00 per linear foot  
Handicap Ramp: $6,500.00 each  
Direct Wiring to Well Pump Switch: $750.00 per pump  
Above Ground Electrical Excess $25.00 per linear foot  
Provide Additional Potable Water Hose: $25.00 per 25'  
Provide and Install Generator: $30.00 per 5kw gen. per hour  
Direct Burial of 50 Amp Service: $27.50 per linear foot  
Handicap Platform Steps $3,500.00 each  

U. Marine Debris Removal  
Price proposal for removal of debris from a marine environment, using either land or marine based equipment.  
1. Vegetative Debris  
   Land Based: $90.00 cubic yard  
   Marine Based: $120.00 cubic yard  
1. C & D and Mixed Debris  
   Land Based: $90.00 cubic yard  
   Marine Based: $120.00 cubic yard  
1. White Goods  
   Land Based: $100.00 cubic yard  
   Marine Based: $140.00 cubic yard  
1. Creosote Timbers  
   Land Based: $100.00 cubic yard  
   Marine Based: $200.00 cubic yard  
1. Tires  
   Land Based: $75.00 cubic yard  
   Marine Based: $150.00 cubic yard  
1. E-Waste
Land Based: $150.00 cubic yard
Marine Based: $250.00 cubic yard

V. Supplemental water and food sources
1. Meals Ready to Eat (MRE) (Heater Meals entrees) can be provided at the following cost:
   $ 8.15 per meal with an order of 14,400 meals

2. Meals Ready to Eat (MRE) (HeaterMeals Plus) can be provided at the following cost:
   $ 8.50 per meal with an order of 14,400 meals

3. SunMeadow Hot Meal: $ 8.95 one meal cost
   SunMeadow Hot Meal Pack: $ 9.95 one meal cost
   SunMeadow 3-meal Pack: $ 29.95 cost per pack

4. 1-Liter bottled water in cases (12 per case): $ 16.25 per case
   1-Gallon bottled water in cases (4 per case): $ 12.00 per case

5. Emergency Ice: $ 4.20 per 7 lb. bag

Trucking and storing of above listed items shall be invoiced at actual cost plus 20.0% mark up.

W. Demolition of structures
1. Structure demolition with construction and demolition debris loaded at the designated work zone and hauled to an approved commercial landfill. 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 removal of concrete slabs.
   0-5 mile one way haul $ 17.75 per cubic yard
   5.1-10 mile one way haul $ 19.15 per cubic yard
   10.1-15 mile one way haul $ 21.15 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. 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 removal of concrete slabs.
   0-5 mile one way haul $ 27.75 per cubic yard
   5.1-10 mile one way haul $ 29.15 per cubic yard
   10.1-15 mile one way haul $ 31.15 per cubic yard
   15.1-30 mile one way haul $ 33.15 per cubic yard
   30.1-60 mile one way haul $ 37.15 per cubic yard

X. 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 $ 15.25 per cubic yard
   5.1-10 mile one way haul $ 15.25 per cubic yard
   10.1-15 mile one way haul $ 15.25 per cubic yard

2. Contractor to demolish concrete slabs and haul and dispose at an Owner approved site:
Y. Creosote timber piling removal
Creosote timber piling removal and disposal

<table>
<thead>
<tr>
<th>Distance</th>
<th>Cost per cubic yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15 mile one way haul</td>
<td>$16.15</td>
</tr>
<tr>
<td>15.1-30 mile one way haul</td>
<td>$16.15</td>
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<tr>
<td>30.1-60 mile one way haul</td>
<td>$18.15</td>
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</table>

<table>
<thead>
<tr>
<th>Distance</th>
<th>Cost per cubic yard</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15 mile one way haul</td>
<td>$38.50</td>
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<tr>
<td>15.1-30 mile one way haul</td>
<td>$38.50</td>
</tr>
<tr>
<td>30.1-60 mile one way haul</td>
<td>$38.50</td>
</tr>
</tbody>
</table>

Z. E-Waste
Contractor to collect from ROW and dispose at an owner approved site:

$35.00 per unit

AA. Household hazardous waste
Contractor to collect from ROW and dispose at an owner approved site:

$7.95 per pound

BB. Tire removal
Tire Removal and Disposal or Recycle

$15.00 each

CC. River and canal shoreline restoration
River and Canal Shoreline Restoration:

$52.85 per linear foot

DD. Power sources
Please provide pricing for emergency generators

<table>
<thead>
<tr>
<th>Generator Type</th>
<th>Monthly Cost</th>
<th>Weekly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) 20kw Generator:</td>
<td>$2,500.00 per month</td>
<td>$1,500.00 per week</td>
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<tr>
<td>2) 56kw Generator:</td>
<td>$2,500.00 per month</td>
<td>$1,500.00 per week</td>
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<tr>
<td>3) 100kw Generator:</td>
<td>$2,500.00 per month</td>
<td>$1,500.00 per week</td>
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<tr>
<td>4) 175kw Generator:</td>
<td>$2,500.00 per month</td>
<td>$1,500.00 per week</td>
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<tr>
<td>5) 240kw Generator:</td>
<td>$25,000.00 per month</td>
<td>$10,000.00 per week</td>
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<tr>
<td>6) 320kw Generator:</td>
<td>$55,000.00 per month</td>
<td>$20,000.00 per week</td>
</tr>
<tr>
<td>7) 500kw Generator:</td>
<td>$70,000.00 per month</td>
<td>$25,000.00 per week</td>
</tr>
<tr>
<td>8) 1000kw Generator:</td>
<td>$135,000.00 per month</td>
<td>$45,000.00 per week</td>
</tr>
</tbody>
</table>

EE. Stadium style light tower

$1,750.00 per month / $750.00 per week
Shipping, setting, operation, maintenance, fueling, insurance, security and recovery of generators and lights shall be invoiced at actual cost plus 20.0% mark up:

FF. National Incident Management System (NIMS) training

$__________ per person per year

GG. Assistance in development of a debris management plan

$__________ per year

HH. Additional services and materials as needed

Cost plus 20.0%

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

II. Emergency Road Clearance

The cost associated with emergency road clearance will be billed by hourly rates. See Hourly Rates below:

<table>
<thead>
<tr>
<th>Equipment/Hourly</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broom- Mechanized</td>
<td>Hour</td>
<td>$120.00</td>
</tr>
<tr>
<td>Bucket Truck- 50 ft.</td>
<td>Hour</td>
<td>$240.00</td>
</tr>
<tr>
<td>Bucket Truck- 50 ft. to 75 ft.</td>
<td>Hour</td>
<td>$295.00</td>
</tr>
<tr>
<td>Chipper w/ 2 man crew (Morback Storm)</td>
<td>Hour</td>
<td>$375.00</td>
</tr>
<tr>
<td>Crane- Up to 15 ton</td>
<td>Hour</td>
<td>$375.00</td>
</tr>
<tr>
<td>Crane- 30 ton or larger</td>
<td>Hour</td>
<td>$425.00</td>
</tr>
<tr>
<td>Crane- 50 ton</td>
<td>Hour</td>
<td>$595.00</td>
</tr>
<tr>
<td>Crane- 100 ton 8 hour minimum</td>
<td>Hour</td>
<td>$695.00</td>
</tr>
<tr>
<td>Dozer- CAT D4</td>
<td>Hour</td>
<td>$180.00</td>
</tr>
<tr>
<td>Dozer- CAT D6</td>
<td>Hour</td>
<td>$200.00</td>
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<tr>
<td>Dozer- CAT D7</td>
<td>Hour</td>
<td>$250.00</td>
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<tr>
<td>Dozer- CAT D8</td>
<td>Hour</td>
<td>$260.00</td>
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<tr>
<td>Dump Trailer w/ Tractor, 30 to 40 CY</td>
<td>Hour</td>
<td>$140.00</td>
</tr>
<tr>
<td>Dump Trailer w/ Tractor, 41 to 50 CY</td>
<td>Hour</td>
<td>$145.00</td>
</tr>
<tr>
<td>Dump Trailer w/ Tractor, 51 to 60 CY</td>
<td>Hour</td>
<td>$150.00</td>
</tr>
<tr>
<td>Dump Truck- 16-30 CY</td>
<td>Hour</td>
<td>$130.00</td>
</tr>
<tr>
<td>Dump Truck- 31-60 CY</td>
<td>Hour</td>
<td>$150.00</td>
</tr>
<tr>
<td>Dump Truck- 61-100 CY</td>
<td>Hour</td>
<td>$150.00</td>
</tr>
<tr>
<td>Dump Truck- Trailer, 24-40 CY</td>
<td>Hour</td>
<td>$140.00</td>
</tr>
<tr>
<td>Dump Truck- Trailer, 41-60 CY</td>
<td>Hour</td>
<td>$150.00</td>
</tr>
<tr>
<td>Dump Truck- Trailer, 50-80 CY</td>
<td>Hour</td>
<td>$175.00</td>
</tr>
<tr>
<td>Equipment transports</td>
<td>Hour</td>
<td>$125.00</td>
</tr>
<tr>
<td>Excavator- Trackhoe(?2-3 cy capacity)</td>
<td>Hour</td>
<td>$150.00</td>
</tr>
<tr>
<td>Excavator- CAT 320</td>
<td>Hour</td>
<td>$165.00</td>
</tr>
<tr>
<td>Excavator- CAT 325</td>
<td>Hour</td>
<td>$170.00</td>
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<tr>
<td>Excavator- CAT 330</td>
<td>Hour</td>
<td>$175.00</td>
</tr>
<tr>
<td>Excavator- Rubber tired w/ debris grapple</td>
<td>Hour</td>
<td>$155.00</td>
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<tr>
<td>Forklift- Extends Boom w/ debris grapple</td>
<td>Hour</td>
<td>$145.00</td>
</tr>
<tr>
<td>Fuel Truck(1000 gallon)</td>
<td>Hour</td>
<td>$100.00</td>
</tr>
<tr>
<td>Light Plant- Portable</td>
<td>Hour</td>
<td>$65.00</td>
</tr>
<tr>
<td>Equipment Description</td>
<td>Unit</td>
<td>Price</td>
</tr>
<tr>
<td>------------------------------------------------------------</td>
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<td>--------</td>
</tr>
<tr>
<td>Loader- Bobcat 753 or JD648-E w/ debris grapple</td>
<td>Hour</td>
<td>$115.00</td>
</tr>
<tr>
<td>Loader- Rubber tired front end (2-5 cy capacity)</td>
<td>Hour</td>
<td>$150.00</td>
</tr>
<tr>
<td>Loader- Front End, 544 or equal w/ debris grapple</td>
<td>Hour</td>
<td>$115.00</td>
</tr>
<tr>
<td>Loader- Knuckleboom - 216 Prentice</td>
<td>Hour</td>
<td>$225.00</td>
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<tr>
<td>Loader- Self, Knuckle Boom Truck, 25-35 CY Body</td>
<td>Hour</td>
<td>$230.00</td>
</tr>
<tr>
<td>Loader- Self, Knuckle Boom Truck, 35-45 CY Body</td>
<td>Hour</td>
<td>$235.00</td>
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<tr>
<td>Loader- Skid Steer-753 Bobcat w/ bucket</td>
<td>Hour</td>
<td>$115.00</td>
</tr>
<tr>
<td>Loader- Steer-753 Bobcat Skid w/ street sweeper</td>
<td>Hour</td>
<td>$115.00</td>
</tr>
<tr>
<td>Loader - Trackhoe 690 JD or equal</td>
<td>Hour</td>
<td>$165.00</td>
</tr>
<tr>
<td>Loader- Wheel, CAT 955</td>
<td>Hour</td>
<td>$170.00</td>
</tr>
<tr>
<td>Loader- Wheel, CAT 966</td>
<td>Hour</td>
<td>$175.00</td>
</tr>
<tr>
<td>Low Bed Equipment Trailer, 35 ton capacity, &amp; tractor</td>
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<td>$125.00</td>
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<tr>
<td>Motor Grader-CAT 125-140 HP</td>
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<td>$125.00</td>
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<tr>
<td>Passenger Car <strong>unmanned</strong></td>
<td>Hour</td>
<td>$40.00</td>
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<tr>
<td>Passenger Van <strong>unnanned</strong></td>
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<tr>
<td>Power Screen</td>
<td>Hour</td>
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<tr>
<td>Stump Grinder/ Vermeer 252</td>
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<tr>
<td>Trackhoe- CAT 320</td>
<td>Hour</td>
<td>$160.00</td>
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<tr>
<td>Tractor- Box Blade</td>
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<td>$75.00</td>
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<tr>
<td>Tree Trimming Truck w/ chipper and Bucket</td>
<td>Hour</td>
<td>$295.00</td>
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<tr>
<td>Tub Grinder- 12 foot/ Morbark 1200</td>
<td>Hour</td>
<td>$345.00</td>
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<tr>
<td>Tub Grinder- 13 foot/ Morbark 1300</td>
<td>Hour</td>
<td>$445.00</td>
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<tr>
<td>Tub Grinder- 14 foot/ Diamond Z 1463</td>
<td>Hour</td>
<td>$545.00</td>
</tr>
<tr>
<td>Tub grinder- 300-400</td>
<td>Hour</td>
<td>$295.00</td>
</tr>
<tr>
<td>Tub grinder- Horiz., Diamond Z or equal</td>
<td>Hour</td>
<td>$645.00</td>
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<tr>
<td><strong>PERSONNEL</strong></td>
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<tr>
<td>Administrative Assistant</td>
<td>Hour</td>
<td>$40.00</td>
</tr>
<tr>
<td>Carpenter</td>
<td>Hour</td>
<td>$75.00</td>
</tr>
<tr>
<td>Clerical/ Individual</td>
<td>Hour</td>
<td>$40.00</td>
</tr>
<tr>
<td>Climber w/ gear</td>
<td>Hour</td>
<td>$90.00</td>
</tr>
<tr>
<td>Crew Leader</td>
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<tr>
<td>Electricians</td>
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<tr>
<td>Fabricator</td>
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<tr>
<td>Field technicians</td>
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<tr>
<td>Foreman</td>
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<td>$70.00</td>
</tr>
<tr>
<td>Foreman w/ truck</td>
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</tr>
<tr>
<td>Inspector w/ vehicle</td>
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<tr>
<td>Laborer</td>
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</tr>
<tr>
<td>Operator w/ chainsaw</td>
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<tr>
<td>Project Manager</td>
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<td>$80.00</td>
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<tr>
<td>Security Personnel</td>
<td>Hour</td>
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</tr>
<tr>
<td>Superintendent w/ truck</td>
<td>Hour</td>
<td>$70.00</td>
</tr>
<tr>
<td>Survey person w/ truck</td>
<td>Hour</td>
<td>$60.00</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>Hour</td>
<td>$45.00</td>
</tr>
<tr>
<td>Tree Trimmer(crew) <strong>2-man crew</strong></td>
<td>Hour</td>
<td>$90.00</td>
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<tr>
<td>Truck driver</td>
<td>Hour</td>
<td>$40.00</td>
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<tr>
<td>Vehicle Mechanic</td>
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<td>$90.00</td>
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<tr>
<td>Welder</td>
<td>Hour</td>
<td>$50.00</td>
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<tr>
<td>Worker to assist w/ portable water</td>
<td>Hour</td>
<td>$40.00</td>
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<table>
<thead>
<tr>
<th>HAZ MAT Response Pricing</th>
<th>Unit</th>
<th>Cost</th>
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<tbody>
<tr>
<td><strong>PROJECT CLASSIFICATION</strong></td>
<td></td>
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</tr>
<tr>
<td>PROJECT COORDINATOR</td>
<td>Hour</td>
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<tr>
<td>FIELD HAZ MATERIAL MANAGER</td>
<td>Hour</td>
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<tr>
<td>HM CONTAIN AREA MANAGER</td>
<td>Hour</td>
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<tr>
<td>FIELD PROJECT SUPERVISOR</td>
<td>Hour</td>
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<tr>
<td>HM CONTAIN AREA SUPERVISOR</td>
<td>Hour</td>
<td>$70.00</td>
</tr>
<tr>
<td>FIELD PROJECT FOREMAN</td>
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<td>$65.00</td>
</tr>
<tr>
<td>HM CONTAINMENT AREA FOREMAN</td>
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<td>$70.00</td>
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<tr>
<td>FIELD HM TECHNICIAN</td>
<td>Hour</td>
<td>$55.00</td>
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<tr>
<td>HM CONTAIN AREA TECHNICIAN</td>
<td>Hour</td>
<td>$55.00</td>
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<tr>
<td>HEALTH &amp; SAFETY SPECIALIST</td>
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<td>$85.00</td>
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<tr>
<td>PROJECT ENGINEER</td>
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<tr>
<td>PROJECT GEOLOGIST</td>
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<tr>
<td>CHEMIST</td>
<td>Hour</td>
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<tr>
<td>REGULATORY MANAGER</td>
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<tr>
<td>EQUIPMENT OPERATOR</td>
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</tr>
<tr>
<td>ASBESTOS ABATEMENT SUPERVISOR</td>
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<tr>
<td>ASBESTOS ABATEMENT WORKER</td>
<td>Hour</td>
<td>$70.00</td>
</tr>
<tr>
<td>ASBESTOS INSPECTOR</td>
<td>Hour</td>
<td>$75.00</td>
</tr>
<tr>
<td>TRUCK DRIVER</td>
<td>Hour</td>
<td>$45.00</td>
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<tr>
<td>ADMINISTRATIVE ASSISTANT</td>
<td>Hour</td>
<td>$40.00</td>
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<tr>
<td>CLERICAL</td>
<td>Hour</td>
<td>$40.00</td>
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Additional equipment and Support

<table>
<thead>
<tr>
<th>VEHICLES/TRANSPORTATION</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>PICKUP TRUCK</td>
<td>Day</td>
<td>$400.00</td>
</tr>
<tr>
<td>PICKUP TRUCK EXTENDED CAB</td>
<td>Day</td>
<td>$400.00</td>
</tr>
<tr>
<td>PICKUP TRUCK 4 X 4</td>
<td>Day</td>
<td>$450.00</td>
</tr>
<tr>
<td>PICKUP TRUCK 1 TON</td>
<td>Day</td>
<td>$450.00</td>
</tr>
<tr>
<td>BOX TRUCK</td>
<td>Day</td>
<td>$650.00</td>
</tr>
<tr>
<td>PASSENGER CAR</td>
<td>Day</td>
<td>$400.00</td>
</tr>
<tr>
<td>20' RESPONSE TRAILER</td>
<td>Day</td>
<td>$795.00</td>
</tr>
<tr>
<td>36' RESPONSE TRAILER</td>
<td>Day</td>
<td>$995.00</td>
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<tr>
<td>OFFICE TRAILER</td>
<td>Day</td>
<td>$550.00</td>
</tr>
<tr>
<td>FLATBED TRAILER</td>
<td>Day</td>
<td>$350.00</td>
</tr>
<tr>
<td>VEHICLE USE- PICKUPS, VANS, CARS</td>
<td>Mile</td>
<td>$4.50</td>
</tr>
<tr>
<td>VEHICLE USE- TRAILERS, HEAVY TRUCKS</td>
<td>Mile</td>
<td>$5.50</td>
</tr>
<tr>
<td>12' WORK BOAT W/MOTOR</td>
<td>Day</td>
<td>$450.00</td>
</tr>
<tr>
<td>12' WORK BOAT W/O MOTOR</td>
<td>Day</td>
<td>$400.00</td>
</tr>
<tr>
<td>VACUUM TRUCK 3500 GALLON</td>
<td>Day</td>
<td>$2,450.00</td>
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<tr>
<td>PERSONAL PROTECTIVE EQUIPMENT (PPE)</td>
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<td></td>
</tr>
<tr>
<td>-------------------------------------------------------------------------------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCBA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)</td>
<td>DAY</td>
<td></td>
</tr>
<tr>
<td>LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)</td>
<td>DAY</td>
<td></td>
</tr>
<tr>
<td>LEVEL C EMPLOYEE PROTECTIVE COVERALL, HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT)</td>
<td>DAY</td>
<td></td>
</tr>
<tr>
<td>SCBA BOTTLES REFILL- AFTER THE FIRST INCLUDED IN LEVEL A &amp; B CHARGE ABOVE</td>
<td>EACH</td>
<td></td>
</tr>
<tr>
<td>CASCADE AIR SYSTEM PER EMPLOYEE</td>
<td>DAY</td>
<td></td>
</tr>
<tr>
<td>AIR FILTRATION PANAL</td>
<td>DAY</td>
<td></td>
</tr>
<tr>
<td>AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE</td>
<td>DAY</td>
<td></td>
</tr>
<tr>
<td>RESPIRATOR AIRLINE 50' SECTION</td>
<td>EACH</td>
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<td>PORTABLE EYEWASH STATION</td>
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<td>FIRST AID STATION</td>
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<td>PERSONNEL RETRIEVAL SYSTEM</td>
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<td>MONITORING/SAMPLING EQUIPMENT</td>
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<td>COMBUSTIBLE GAS INDICATOR</td>
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<td>HAZCAT KIT</td>
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**$558.00**

**$295.00**

**$150.00**

**$45.00**

**$140.00**

**$290.00**

**$120.00**

**$25.00**

**$45.00**

**$1.195.00**

**$750.00**

**$10.00**

**$15.00**

**$25.00**

**$150.00**

**$155.00**

**$25.00**

**$25.00**

**$15.00**

**$45.00**

**$15.00**

**$4.50**

**$20.00**

**$30.00**

**$12.50**

**$4.00**

**$525.00**

**$320.00**

**$75.00**

**$55.00**

**$450.00**

**$125.00**

**$105.00**

**$95.00**

**$160.00**

**$80.00**
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<td>TRAFFIC CONTROL VESTS, CONESSES, FLAGS, BARRELS, ETC. (one crew)</td>
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<td>DRILL WITH BITS</td>
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<td>GROUNDING CABLE AND ROD</td>
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<tr>
<td>CIRCULAR SAW</td>
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<td>HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.</td>
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<td>TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.</td>
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<td>WRENCH KIT BUNG WRENCH, SPEED WRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS</td>
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<td>STEP LADDERS</td>
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<td>EXTENSION LADDERS</td>
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<td>PHOTOGRAPHIC EQUIPMENT</td>
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<td>FLASHLIGHTS</td>
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<td>HANDHELD RADIOS</td>
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<td>MATERIALS/DISPOSABLES</td>
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<tr>
<td>5&quot; X 10' ABSORBENT BOOM- PETROLEUM</td>
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<tr>
<td>8&quot; X 10' ABSORBENT BOOM- PETROLEUM</td>
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<td>3&quot; X 12' ABSORBENT BOOM- UNIVERSAL</td>
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<td>ABSORBENT PADS BUNDLE- PETROLEUM</td>
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<td>ABSORBENT PADS BUNDLE- UNIVERSAL</td>
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<td>ABSORBENT CLAY BAG</td>
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<td>OIL DRY</td>
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<td>PEAT MOSS</td>
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<td>VERMICULITE</td>
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<td>SODA ASH BAG</td>
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<td>4 MIL 20 X 100 POLYETHYLENE</td>
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<td>6 MIL 20 X 100 POLYETHYLENE</td>
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<td>DUCT TAPE</td>
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<td>55-GALLON DRUM LINERS 10 MIL</td>
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<td>FIBER DRUMS</td>
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<td>95-GALLON POLY OVERPACK</td>
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<td>DOT HAZARDOUS WASTE LABELS</td>
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<td>FIRE EXTINGUISHER</td>
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<td>RESPIRATOR WIPE</td>
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<td>KAPPLER TAPE</td>
<td>ROLL $70.00</td>
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Note: All overtime is 1.5 times Hourly Rate / Overtime applies after 8 hours each day

Additional Equipment

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<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
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<tr>
<td>High Volume Diesel Powered suction lift trash pump with speed adjustment 4X4</td>
<td>per Month $7,400.00</td>
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<td>High Volume Diesel Powered suction lift trash pump with speed adjustment 6X6</td>
<td>per Month $11,025.00</td>
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<tr>
<td>High Volume Diesel Powered suction lift trash pump with speed adjustment 8X8</td>
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<tr>
<td>High Volume Diesel Powered suction lift trash pump with speed adjustment 12X12</td>
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<td>Composite Quick Connect Suction Hose, 8 ft length, 20psi 4 inch</td>
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<tr>
<td>Composite Quick Connect Suction Hose, 8 ft length, 20psi 6 inch</td>
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<td>Description</td>
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<td>Amount</td>
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<tr>
<td>Composite Quick Connect Suction Hose, 8 ft length, 20psi 8 inch</td>
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<td>Composite Quick Connect Suction Hose, 8 ft length, 20psi 126 inch</td>
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<td>Quick Connect Discharge Hose, 50 ft length, 50psi 4 inch</td>
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<td>Quick Connect Rigid Piping, 10 ft length, 175psi, 4 inch</td>
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<td>Quick Connect Rigid Piping, 10 ft length, 175psi, 6 inch</td>
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<td>Quick Connect Rigid Piping, 10 ft length, 175psi, 8 inch</td>
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<td>Quick Connect Rigid Piping, 10 ft length, 175psi, 12 inch</td>
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<td>Roll off Emergency Waste Water Storage Tanks</td>
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<td>Description of Service</td>
<td>Unit Price Submitted</td>
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<td>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</td>
<td>$ 6.75</td>
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<td>Right of Way (ROW) Clearing and/or removing debris from the public right-of-way. Load and Haul Construction and Demolition (C&amp;D) and Mixed Debris to a Debris Management Site (DMS)</td>
<td>$8.50</td>
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<td>Right of Way (ROW) Clearing and/or removing debris from the public right-of-way. Haul C&amp;D and Mixed Debris directly to final disposal per cubic yard for 50 miles, one way haul</td>
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<td>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</td>
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<td>Right of Way (ROW) stumps. Removal and Disposal of hazardous stumps from the ROW 24” diameter and up, but less than 36” diameter:</td>
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<td>Drainage ditches silt and debris removal Ditch width 0-4.0 feet per linear foot</td>
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<tr>
<td>Cleaning and clearing of storm drain lines Drain Line Diameter 0-15.0 inches per linear foot</td>
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<tr>
<td>Cleaning and clearing of catch basins and inlets 4’ X 4’ each</td>
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<td>Loading and hauling of white goods per unit</td>
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<td>Sunken vessel removal Marine based salvage operations: Recreational vessels up to 24’ in length Flat &amp; V- Hulled Vessels per linear foot</td>
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<td>Derelict vehicle removal (from land)</td>
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<td>Pricing proposal for vehicle: Transfer/Tow of typical passenger car: ea</td>
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<td>Derelict vessel removal (from land)</td>
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<td>Pricing proposal for vessel recovery: Transfer/Tow and handling of Recreational</td>
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<td>vessels 18’ up to 25’ in length Flat &amp; V- Hulled Vessels per linear foot</td>
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<td>Marine Debris Removal Price proposal for removal of debris from a marine</td>
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<td>environment, using either land or marine based equipment: C &amp; D and Mixed Debris</td>
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<td>Marine Based per cubic yard</td>
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<td>Concrete removal. Contractor to load and haul broken concrete from the ROW and</td>
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<td>dispose at an Owner approved site:</td>
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<td>0-5 mile one way haul per cubic yard</td>
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<td>Tire Removal and Disposal or Recycle each</td>
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<td>Power sources</td>
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<td>Dozer- CAT D6 per hour (incl operator)</td>
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<tr>
<td>Emergency Road Clearance</td>
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<td>Dump Truck- 61-100 CY, per hour (incl operator)</td>
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<td>Emergency Road Clearance, Loader- Front End, S44 or equal w/debris grapple (incl</td>
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<td></td>
</tr>
</tbody>
</table>
Article VIII. Liquidated Damages

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

A. If the Offerer fails to mobilize in the City 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 City, as liquidated damages, two-thousand dollars ($2,000.00) per calendar day of delay.

B. The Offerer shall pay the City, as liquidated damages, one hundred dollars ($100.00) per load of disaster debris collected in the City that is not disposed of at a City-approved OMS 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.

C. The Offeror shall pay the City, 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 collection site(s).

D. The Offerer shall pay the City, as liquidated damages, five hundred dollars ($500.00) per incident where the Offerer fails to repair damages that are caused by the Offerer or subcontractor(s). Application of liquidated damages does not release the Offerer from the responsibility of resolving or repairing damages. The amounts specified above are mutually agreed upon as reasonable and the proper amount of liquidated damages the City would suffer in the aforementioned examples.

DRC acknowledges the section above.
Please see the following documents attached:
- Non Collusion Affidavit of Offeror
- CIQ

Please see CD-ROM attached under a separate cover
NON-COLLUSION AFFIDAVIT OF OFFEROR

State of Louisiana §
County of Jefferson Parish §

Kristy Fuentes, being duly sworn, deposes and says that:

1. He/She is Vice President/Secretary/Treasurer of DRC Emergency Services, LLC, the offeror submitting the attached Proposal;

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

5. 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)

VP/Secretary/Treasurer (Title) 6/11/19 (Date)
CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

N/A

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

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

[Signature]

Kristy Fuentes
VP/Secretary/Treasurer

01/11/19

Signature of person doing business with the governmental entity Date

Adopted 06/28/2007
AGENDA ITEM: 7-I

Discuss and Take Action to Award Request for Proposal (RFP) EM-002-2019 Disaster Debris Monitoring Services to Debris Tech.; Authorizing the City Manager to Sign a One (1) Year Contract with Options Relating to Said Contract Agreement.

SUBMITTED BY: Planning and Development Director Rick Adams

APPROVED FOR AGENDA: City Manager David Parsons

SUMMARY/BACKGROUND INFORMATION: the City called for bids for Disaster Debris Management, Removal and Disposal Services on May 23, 2019. The selected company will provide disaster debris monitoring services in response to any local, state or federal disaster. Due to FEMA regulations a disaster debris management company will need to be selected yearly. Bids were due June 13, 2019 at 4:00 pm, at which time they were publicly opened and acknowledged.

Bids were received from the following companies:

<table>
<thead>
<tr>
<th>Bidders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debris Tech</td>
</tr>
<tr>
<td>Tetra Tech</td>
</tr>
<tr>
<td>Metric Engineering</td>
</tr>
</tbody>
</table>

ATTACHMENTS: Draft Resolution
Notice to Bidders
Bid Tabulation
Bid Responses

STAFF RECOMMENDATION: Motion to award RFP EM-002-2019 Disaster Debris Monitoring Services to Debris Tech.

COUNCIL ACTION REQUESTED: Port Aransas City Council award Request for Proposal (RFP) EM-002-2019 Disaster Debris Monitoring Services to Debris Tech.; Authorizing the City Manager to Sign a One (1) Year Contract with Options Relating to Said Contract Agreement.
RESOLUTION NO. 2019-R

RESOLUTION OF THE PORT ARANSAS CITY COUNCIL AWARDED REQUEST FOR PROPOSAL (RFP) EM-002-2019 DISASTER DEBRIS MONITORING SERVICES TO DEBRIS TECH.; AUTHORIZING THE CITY MANAGER TO SIGN SAID CONTRACT AGREEMENT.

WHEREAS, the City desires to provide necessary and expedited monitoring of the removal of debris following a disaster within the City of Port Aransas; and

WHEREAS, a Request for Proposal (RFP) EM-002-2019 requesting bids for disaster debris monitoring and related consulting services was released on May 23, 2019 by the Emergency Manager in order to comply with the need for such services and meet specific FEMA requirements for possible future assistance should it be necessary in the event of a disaster; and

WHEREAS, an Emergency Meeting was called to review the Request for Proposal(s) (RFP) in compliance with Emergency State Bidding Laws; and

WHEREAS, after review and evaluation of the proposals, City Manager David Parsons, Emergency Manager Rick Adams and finance director Darla Honea recommend awarding said bid to Debris Tech; and

WHEREAS, at the June 20, 2019 meeting, the City Council reviewed and discussed said recommendation as submitted and authorized entering into a one (1) year contract with Debris Tech with the adoption of Resolution No. 2019-R

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARANSAS, NUECES COUNTY, TEXAS:

Section 1. The City Council hereby awards Disaster Debris Monitoring and Consulting Services – Solicitation No. EM-002-2019 to Debris Tech and attached hereto as Exhibit 1 as recommended by the review committee.

Section 2. The City Council authorizing the city manager to act as the executive officer and authorized representative of the city in all matters pertaining to said purchase.

Section 3. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas
Government Code Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED and APPROVED by the Port Aransas City Council, County of Nueces, State of Texas, on this the 20th day of JUNE, 2019.

CITY OF PORT ARANSAS, TEXAS

Charles R. Bujan, Mayor

ATTEST:

Francisca Nixon, City Secretary
NOTICE TO BIDDERS

NOTICE is hereby given that the City of Port Aransas, Texas, is requesting proposals for the disaster debris monitoring services in response to any local, state or federal disaster. All proposals must be clearly marked “SEALED BID – EM-002-2019 DISASTER DEBRIS MONITORING SERVICES” to the City of Port Aransas City Secretary’s office, 710 W. Avenue A, Port Aransas, Texas prior to Thursday, June 13, 2019 at 4:00 pm, at which time they will be publicly opened and acknowledged in the City Hall Council Chamber. Any RFP delivered or received after 4:00 pm will not be considered and shall be returned unopened to the addressee. The City reserves the right to reject any or all proposals.

Request for Proposal (RFP) is available on-line at www.cityofportaransas.org or at City Hall, 710 W. Avenue A, Port Aransas, Texas 78373. Any and all questions or requests for information relating to this Request for Proposal may be directed to the City Emergency Management Coordinator Rick Adams via telephone at (361) 749-4111, or sent via email to radya@cityofportaransas.org no later than 4:00 P.M. local time on Thursday, May 30, 2019.

POSTED this 23rd day of MAY, 2019 on the bulletin board at Port Aransas City Hall, 710 W Avenue A, Port Aransas, Texas and on the webpage www.cityofportaransas.org. TIME: 5:00 p.m. PUBLISHED in The South Jetty in the Thursday, May 23rd & May 30th, 2019 editions.

CITY OF PORT ARANSAS, TEXAS

Francisca Nixon, City Secretary
City of Port Aransas

Request for Proposal
RFP No. EM-002-2019
TITLE: Disaster Debris Monitoring Services
Closing Date & Time: 06/13/2019 @ 4:00pm

Table 1: Procurement Schedule

<table>
<thead>
<tr>
<th>Schedule of Events</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release</td>
<td>05/23/2019</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>05/30/2019</td>
</tr>
<tr>
<td>Sealed Proposals Due to the City</td>
<td>06/13/2019 4:00 pm</td>
</tr>
<tr>
<td>RFP Interviews (at the City’s option)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

The City reserves the right to modify this schedule at the City’s discretion. Notification of changes in the response due date would be posted on the City website or as otherwise stated herein.

Mark the outside of your mailing envelope with RFP # EM-002-2019.

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 other service, address to...

City of Port Aransas
Attn: Rick Adams
City Emergency Management Coordinator
710 W Avenue A
Port Aransas TX 78373
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RFP NO. EM-002-2019
DISASTER DEBRIS MONITORING SERVICES

COVER SHEET
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NOTICE TO OFFERORS
INSTRUCTION TO OFFERORS
COST PROPOSAL FORM
NON-COLLUSION AFFIDAVIT
CONFLICT OF INTEREST QUESTIONNAIRE
NOTICE TO OFFERORS

RFP NO. EM-002-2019
DISASTER DEBRIS MONITORING SERVICES

THURSDAY JUNE 13, 2019 4:00 PM

The City of Port Aransas Emergency Management Coordinator, Rick Adams will receive request for proposals for disaster debris monitoring services for the City of Port Aransas (RFP No. EM-002-2019) not later than 4:00 PM on June 13, 2019, and shall open at 4:01 PM on June 13, 2019 in the Port Aransas City Council Chambers, 710 W Avenue A, Port Aransas TX 78373. A copy of the RFP can be obtained during regular working hours Monday thru Friday from: 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM at City Hall, 710 W Avenue A, Port Aransas TX 78373, on the City website at www.CityofPortAransas.org, or by calling 361-749-4111 Ext 233.
REQUEST FOR PROPOSALS FOR
DISASTER DEBRIS MONITORING

PURPOSE:

The City of Port Aransas is soliciting sealed proposals to provide Disaster Debris Monitoring Services in response to any Local, State or Federal disaster.

INSTRUCTIONS TO OFFERORS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals 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.** Envelope shall be plainly marked **DISASTER DEBRIS MONITORING RFP EM-002-2019**, and the name and address of the Offeror. All forms in Proposal Packet are to be completed and returned with Proposal Response Form and all requirements in Data To Accompany Proposal. Proposals are to be addressed and delivered to the The City of Port Aransas, c/o Rick Adams. Emergency Manager, 710 W Avenue A, Port Aransas TX 78373 not later than 4:00 PM on June 13, 2019 in a sealed package as follows: one (1) original and four (4) complete copies with an electronic version on an industry recognized “flash” or “thumb” drive not later than 4:00 p.m. (Local Time) June 13, 2019 to the City of Port Aransas, 710 W Avenue A, Port Aransas.

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax or email their proposal. Faxed or emailed proposals shall be rejected as non-responsive regardless of where the fax or email is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the City. The time and date for receipt of Proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless for the reason for delay.

The City Councilman will meet at 5:00 o’clock p.m., on the 20th day of June, 2019 to award the contract to the successful proposer. The City, at its discretion may elect to interview respondents prior to the 5:00 o’clock p.m. meeting.

TERMS AND CONDITIONS:

1. The reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the City.

The City reserves the right, to cancel a solicitation at any time prior to approval of the award by the City.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. Proposals shall be sealed and proposers should indicate on the packaging of their proposal the following:

A. RFP – Disaster Debris Monitoring- EM-002-2019
B. Due Date – June 13th, 2019
C. Name and Address of Proposer

5. Costs of preparation of a response to this request for proposals are solely those of the proposer. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. The proposer receiving the award will obtain or possess the following insurance coverages and will provide Certificates of Insurance to the City to verify such coverage.

   a. Workers’ Compensation – The vendor shall provide coverage for its employees with statutory workers’ compensation limits, and no less than $1,000,000.00 for Employers’ Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

   b. Commercial General Liability – The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than $1,000,000.00.

   c. Business Automobile Liability – The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than $1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

   d. Professional Liability (Errors & Omissions) – The vendor shall provide coverage for all claims arising out of the services performed with limits not less than $1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

7. The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the City, including the Comptroller’s Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.
8. It is the intent of the City to enter into a contract for a period ending December 31, 2019.

QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request for Proposals must be submitted in writing or by email to the Emergency Manager no later than 5:00 P.M., on May 30, 2019. The City may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

No oral interpretation of this Request for Proposal shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the Mayor.

PROPOSAL FORMAT:

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

   a. Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor will be considered. Firm qualifications must include, at minimum, the following:

      i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

      ii. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.

      iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), FHWA (Federal Highway Administration), and NRCS (Natural Resources Conservation Services).

      iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
b. Provide three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) should be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.

c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH

Provide a description of the Proposer’s approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the City. Means of documenting all aspects of the project being monitored i.e. Photos, Videos, GIS integration is an important consideration.

4. COST PROPOSAL

Each Offeror must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the City at cost without markup. All Per Diem Expenses shall be billed directly to the City at a rate not to exceed the GSA Per Diem Allowance for the project area.
5. SELECTION CRITERIA

The following weighted criteria will be utilized to select the consultant awarded this contract.

<table>
<thead>
<tr>
<th>Qualification</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications of Firm</td>
<td>20</td>
</tr>
<tr>
<td>Qualifications of Staff</td>
<td>20</td>
</tr>
<tr>
<td>Technical Approach</td>
<td>35</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>

SCOPe OF SERVICES

I. BACKGROUND

The City requires management, recovery, and consulting services related to disaster recovery. Upon request of the City other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of Texas, Department of Emergency Management and other agencies, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

II. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services may include:

a. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review and recommendations of Request for Proposals for debris removal.

b. Coordinating daily briefings, work progress, staffing, and other key items with the City Program Manager.

c. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.

d. Scheduling work for team members and contractors on a daily basis.

e. Hiring, scheduling, and managing field staff.

f. Managing related traffic control and safety.

g. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.

h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
i. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaning, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the City at no additional cost. The System shall also be capable of providing a real time connection to any applicable City systems and shall be customizable to meet specific needs of the City with no additional cost to the City. The purpose of the Electronic Ticketing System is to provide the City with complete documentation of every load of debris generated for auditing and reimbursement purposes.

j. Developing daily operational reports to keep the City informed of work progress.

k. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City Program Manager for processing.

END OF SCOPE
COST PROPOSAL FORM

Debris Monitoring RFP

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up. All Per Diem Expenses shall be billed directly to the City at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

<table>
<thead>
<tr>
<th>POSITIONS</th>
<th>HOURLY RATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$___________</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$___________</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>$___________</td>
</tr>
<tr>
<td>Field Supervisors</td>
<td>$___________</td>
</tr>
<tr>
<td>Load Site Monitors</td>
<td>$___________</td>
</tr>
<tr>
<td>Debris Site/Tower Monitors</td>
<td>$___________</td>
</tr>
</tbody>
</table>
NON-COLLUSION AFFIDAVIT OF OFFEROR

State of ___________________________ §
County of ___________________________ §

______________________________, being duly sworn, deposes and says that:

1. He/She is ____________________________________________________________ of
   ____________________________________________________________, the offeror submitting the
   attached Proposal;

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

5. 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 ____________________, 2019.

By: ________________________________

Notary Public in and for ________________ County, Texas

My commission expires ____________________
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

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

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

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

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

Name of Officer

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

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

[ ] Yes  [ ] No

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

[ ] Yes  [ ] No

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

[ ] Yes  [ ] No

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

4

__________________________  _______________________
Signature of person doing business with the governmental entity  Date

FORM CIQ

 date received

312  Adopted 06/29/2007
AGENDA ITEM: 7-J

Discuss and Take Action to Award Request for Proposal (RFP) for the Municipal Boat Harbor Debris Removal and Disposal Services to DRC Emergency Services; Funds from Hurricane Harvey Account #999; Authorizing Future Budget Amendment from FY 2018-2019 Budget; And Authorizing the City Manager to Sign all documents Associated with Said Contract Agreement.

SUBMITTED BY: Broaddus and Associates

APPROVED FOR AGENDA: City Manager David Parsons

SUMMARY/BACKGROUND INFORMATION: The City called for bids for Municipal Boat Harbor Debris Removal and Disposal Services on May 16, 2019. The project will consist removal and disposal of all eligible disaster generated Marine debris from Municipal Boat Harbor of approximately 770 cubic yards of debris. Bids were due June 5, 2019 at 4:00 pm, at which time they were publicly opened and acknowledged.

A contract for goods and services subject to the competitive bidding requirements must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

ATTACHMENTS: Draft Resolution
Notice to Bidders
Bid Tabulation
Bid Responses

STAFF RECOMMENDATION: Motion to award RFP to DRC Emergency Services.

COUNCIL ACTION REQUESTED: Port Aransas City Council award Request for Proposal (RFP) for the Municipal Boat Harbor Debris Removal and Disposal Services to DRC Emergency Services.
RESOLUTION NO. 2019-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ARANSAS
AWARDING RFP FOR PROPOSAL (RFP) FOR THE MUNICIPAL BOAT
HARBOR DEBRIS REMOVAL AND DISPOSAL SERVICES TO DRC
EMERGENCY SERVICES; FUNDS FROM HURRICANE HARVEY ACCOUNT
#999; AUTHORIZING FUTURE BUDGET AMENDMENT FROM FY 2018-2019
BUDGET; AND AUTHORIZING THE CITY MANAGER TO SIGN ALL
DOCUMENTS ASSOCIATED WITH SAID CONTRACT AGREEMENT.

WHEREAS, notice of the time and place that the bids for a contract required to be let by
competitive was advertised in compliance of Texas Local Government Code
§2525.041(a); and

WHEREAS, the bid document was posted on the 16th day of May, 2019 on the bulletin board
at Port Aransas City Hall, 710 W Avenue A, Port Aransas, Texas and on the
webpage www.cityofportaransas.org in addition to being published in The South
Jetty in the Thursday, May 16th, and May 23rd, 2019 editions; and

WHEREAS, bids were returned to the City Secretary’s office, prior to Wednesday, June 5,
2019, at 4:00 pm, at which time they were publicly opened, acknowledged and
read aloud by an officer of the City in compliance with Texas Local Government
Code §252.041; and

WHEREAS, one (1) bid was received from DRC Emergency Services.

WHEREAS, a contract for goods or services subject to the competitive sealed bidding
requirements must be awarded to the lowest responsible bidder or to the bidder
who provides goods or services at the best value for the municipality in
compliance with Texas Local Government Code §252.043(a).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
PORT ARANSAS, TEXAS:

Section 1: After review of each proposal and presentation by Staff, the City Council awards the
RFP for the Municipal Boat Harbor Debris Removal and Disposal Services to DRC Emergency
Services. Said Bid is attached hereto as Exhibit A.

Section 2: The City Council acknowledges that this expenditure was not expected but a result of
damages from Hurricane Harvey. Expenditures will be recorded in account #999 Hurricane
Recovery.

Section 3: The City Council authorizes the city manager, to sign contract agreement for said
sign all documents associated with said contract agreement.
Section 4: It is hereby officially found and determined that the meeting at which this resolution is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

Passed and Approved by the Port Aransas City Council, County of Nueces, State of Texas, on this the 20th day of June, 2019.

CITY OF PORT ARANSAS, TEXAS

______________________________
Charles R. Bujan, Mayor

ATTEST:

______________________________
Francisca Nixon, City Secretary
NOTICE is hereby given that the City of Port Aransas, Texas, is requesting proposals for the removal and disposal of all eligible disaster generated marine debris from the City of Port Aransas Municipal Boat Harbor. All proposals must be clearly marked “SEALED BID – MUNICIPAL BOAT HARBOR DEBRIS REMOVAL AND DISPOSAL SERVICES” to the City of Port Aransas City Secretary’s office, 710 W. Avenue A, Port Aransas, Texas prior to Wednesday, June 5, 2019 at 4:00 pm, at which time they will be publicly opened and acknowledged in the City Hall Council Chamber. Any RFP delivered or received after 4:00 pm will not be considered and shall be returned unopened to the addressee. The City reserves the right to reject any or all proposals.

Request for Proposal (RFP) is available on-line at www.cityofportaransas.org or at City Hall, 710 W. Avenue A, Port Aransas, Texas 78373. Any and all questions or requests for information relating to this Request for Proposal may be directed to Michael Dorris (504-810-3964), Leo Wood (228-224-2156) or Terry Lopez (504-512-1001) of Broaddus & Associates, the Disaster Management Consultant Firm for the City of Port Aransas, or sent via email to mdorris@delsol-consulting.com, lwood@broaddususa.com or tlopez@broaddususa.com no later than 4:00 P.M. local time on Wednesday, May 29, 2019.

POSTED this 16th day of MAY, 2019 on the bulletin board at Port Aransas City Hall, 710 W Avenue A, Port Aransas, Texas and on the webpage www.cityofportaransas.org. TIME: 5:00 p.m. PUBLISHED in The South Jetty in the Thursday, May 16th & May 23rd, 2019 editions.

CITY OF PORT ARANSAS, TEXAS

Francisca Nixon, City Secretary
REQUEST FOR PROPOSAL

FOR

PORT ARANSAS MUNICIPAL BOAT HARBOR DEBRIS REMOVAL AND DISPOSAL SERVICES

PROJECT # 37996. FEMA–4332 - DR – TX

Issued By:

CITY OF PORT ARANSAS TEXAS

Date of Issue:

May 16, 2019

Proposals Due By:

June 5, 2019 by 4:00 PM

Printed copies of this RFP are available at the City Hall, located at 710 W Ave A, Port Aransas, Texas 78373

REQUEST FOR PROPOSALS

Page - 1 - of 20
DEBRIS REMOVAL AND DISPOSAL SERVICES
PROJECT # 37996. FEMA–4332–DR- TX

The City of Port Aransas, Texas (hereafter referred to as “COPA” or "City") requests proposals from qualified contractors for Debris Removal and Disposal Services. This solicitation by COPA will result in the selection of an experienced firm (Contractor) to remove and lawfully dispose of disaster-generated Marine related debris (other than any household garbage) from public property within the City of Port Aransas, Municipal Boat Harbor.

SECTION 1.0 – GENERAL INFORMATION

GENERAL

The purpose of this contract is to remove and dispose of all eligible disaster generated Marine debris from City of Port Aransas, Texas (hereafter referred to as "COPA" or "City") Municipal Boat Harbor. The Municipal Boat Harbor is functional and is used by residents and tourists. The Municipal Boat Harbor is adjacent to several restaurants and shops. The Municipal Boat Harbor will need to remain accessible to pedestrians and marine vessels during the debris removal process. Due to the location and function of the Municipal Boat Harbor a Pre-Bid Meeting will be required and held at 11 am May 29th, to ensure that all parties understand and acknowledge the specific requirements that will need to be addressed with the bid submission.

If the City chooses, this contract may be modified by bilateral change order to include other related services. This will only occur if FEMA authorizes the other related services as eligible for reimbursement in the specific disaster. It is the contractor’s responsibility to adhere to all federal debris eligibility regulations, policies, and guidance performed under this contract. Any debris work performed that is not in adherence with federal debris eligibility regulations, policies and guidance which are not reimbursable to the City will not be paid to Contractor. The successful proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can complete the debris management operations in a maximum of 60 days. The amount and type of Marine related debris to be removed and disposed under this contract is approximately 770 Cubic Yards. The unit price on the individual fee proposal schedules will be used for payment. The City will require that all proposed bid amounts for work remain unchanged through 2019. This is to allow for the proposed work schedule to accommodate the increased population and marina usage during the summer months.

DEFINITIONS

CONTRACTOR or Contractor – the successful proposer(s)

Debris Management Team – The team staffed by COPA, COPA Debris Management Consultant, COPA Monitoring Contractor and the CONTRACTOR.

Debris Management Consultant – A separate Consultant retained by the City to manage ALL aspects of the recovery process including processing FEMA/MEMA submittals, debris monitoring, Debris Removal, etc.
Debris – Scattered items and materials either broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property, white goods, and e waste.

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

TDEM – Texas Department of Emergency Management

TXDOT – Texas Department of Transportation

DMS – Debris Management Site

SECTION 2.0 – STATEMENT OF WORK

The work to be undertaken may include but is not limited to the following:

2.1 DEBRIS REMOVAL

a. Debris Removal from COPA Municipal Boat Harbor – Removal of Marine Related debris in the Port Aransas Municipal Boat Harbor, it may be necessary to make several trips through the Property. In this case the loads will need to be documented separately, per the instructions of COPA, COPA Disaster Management Consultant and the Debris Monitoring Contractor.

b. White Goods – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Administrative Code. The Contractor will collect all white goods encountered in accordance with applicable Federal, State and local laws and hauled to the designated area to be disposed. While loading and unloading white goods, contractor will be responsible for care not to puncture any items.

c. Vehicles and Vessels- The Contractor may expect to encounter vehicles and vessels available for disposal. The contractor shall collect and dispose of eligible vehicles and vessels in a manner complying with all applicable Federal, State and Local laws and regulations. Vehicles and vessels that present a hazard or immediate threat that blocks ingress/egress within a public use area shall be hauled under the Contractor’s Linear Foot LF Pricing. The Contractor shall verify that each vehicle or vessel identification number is documented and processed appropriately. The Contractor shall verify that vehicles are processed to remove all minerals and fluids before processing or destruction. Document separation and salvage activities that are implemented.

d. Construction and Demolition Debris- The Contractor may expect to encounter construction and demolition debris available for disposal. The contractor shall collect and dispose of eligible construction and debris in a manner complying with all applicable Federal, State and Local laws and regulations. This may include, but is not limited to, damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures. The construction and demolition debris must be storm generated.
e. Fill Dirt – The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction of COPA. These places will be returned to their original elevation and contour.

f. The work shall consist of clearing, separating, and removing any and all eligible debris from the COPA Municipal Boat Harbor. Work shall include but not limited to: 1) examining and sorting / segregating debris; 2) loading and sorting / segregating the debris; 3) hauling the eligible debris to the appropriate location. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The contractor is liable for all ineligible debris handled during the life of this contract. COPA representative shall be immediately notified of any ineligible debris placed located in the Municipal Boat Harbor Marina.

g. The contractor shall not move from one designated work area to another designated work area without prior approval from the City's Disaster Management Consultant or City's Debris Monitoring Contractor.

h. Unless specifically authorized by contract amendment and directed by the COPA Disaster Management Consultant, the contractor shall not enter onto private property during the performance of this contract. All work performed will be in compliance with FEMA eligibility requirements as specified in latest edition of the Debris Management Guide, FEMA 325. This publication is available at: http://www.fema.gov/public-assistance-local-state-tribal-and-non-profit/debris-management-guide.

2.2 DEBRIS MANAGEMENT

a. Debris Disposal – Disposal of all eligible debris and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards and regulations. Debris shall be disposed of at a permitted Municipal/Class I or Class II facility and the Contractor shall be responsible for paying all landfill-tipping fees.

b. The contractor shall use equipment and perform work in a manner to prevent damages to the City’s infrastructure facilities and waterways. The contractor shall repair any damages caused by the contractor’s equipment in a timely manner at no expense to the City of Port Aransas or its representatives. All equipment shall be approved by COPA Disaster Management Consultant prior to use. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor. Contractor shall notify COPA's Disaster Management Consultant and the Debris Monitoring Contractor of damages immediately.

c. The contractor will be responsible for complying with all FEMA debris eligibility policy and guidance (Debris Management Guide, FEMA 325) to include current FEMA policy and guidance, future FEMA policy and guidance (including any modification or clarifications to existing policy or guidance), and any disaster specific policy and/or guidance issued by FEMA.

d. HOUSEHOLD HAZARDOUS WASTE: The contractor will be required to construct a Household Hazardous Waste (HHW) containment area(s) or coordinate to establish a useable existing site. The containment area(s) will consist of an earthen berm with a non-permeable liner. The HHW containment area(s) must be covered at all times with a non-permeable cover. Material which is found to be classified as HHW shall be reported immediately to the City’s Representative. This material shall be segregated from the remaining debris using a method which will allow the remaining non-HHW debris to be processed. All HHW debris will be moved and placed in the designated HHW containment area. Disposal of the HHW debris will be
accomplished by the Contractor. The contractor will be required to transport Household Hazardous Waste (HHW) to an approved Hazardous Waste Disposal Facility.

2.3 WORK AREAS

a. Work Areas – The COPA Disaster Management Consultant and in coordination with the COPA Debris Monitoring Contractor will establish and approve all areas that the Contractor will be allowed to work inside the Municipal Boat Harbor. The Municipal Boat Harbor is a functional marina. Recreational and public vessels will need to have access to the marina. At the end of each day, the Contractor will remove all eligible debris, clean, and leave the site from which the debris was removed in a clean and neat condition. Debris will first be taken to 2700 Hwy. 361, Port Aransas, a temporary debris site for drying. The debris, once dry,(if necessary) will then be transported to the El Centro Landfill; 3189 County Road 69, Robstown, Texas.

b. Working Hours – All activity associated with gathering, loading and hauling of eligible debris shall be performed during visible daylight hours only. The Contractor shall be limited to (12) twelve hours per day, five (5) days per week “Monday through Friday”. The Contractor shall use the COPA provided site located.

c. Priority of Work Areas – The COPA Disaster Management Consultant in coordination with the COPA Debris Monitoring Contractor will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of COPA.

d. Safety – The Contractor shall have at least one Safety Officer onsite. The safety officer shall be familiar with and properly trained to perform the assigned Safety Officer duties. All work zones and all work sites/conditions shall conform to all applicable Federal, State, Local and equipment safety standards and City and OSHA standards. Any improvement or repair of damage to the site shall be at the contractor’s expense.

2.4 PERFORMANCE SCHEDULE

a. The Contractor shall commence performance in accordance with the approved schedule provided in the Project Response / Mobilization Plan. Due to the location and use of the Municipal Boat Harbor, there may be a delay in the work commencing after the contract has been awarded.

b. Maximum allowable time for completion shall be sixty (60) calendar days, unless COPA initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable city, county, state and federal law will equitably negotiate subsequent changes in cost and completion time.

c. Liquidated damages in the actual amount of $1,000.00 per day will be charged to the Contractor and deducted from the amount due the Contractor for each day over the contracted completion time that the work is not complete.

2.5 EQUIPMENT

a. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back up alarms.
Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2” by 6” boards or greater and not to extend more than one foot above the metal bed sides. All extensions are subject to acceptance or rejection by the City. All trailers shall have a metal-framed exterior and a minimum of 5/8” plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with state and local laws. The Contractor shall inspect all equipment prior to use. COPA's Disaster Management Consultant or COPA's Debris Monitoring Contractor has the right to reject any equipment that comes to a job.

b. Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:
   • Company Name
   • Applicant Name
   • Truck Number
   • Cubic Yards
   • Inspectors Name and Date

c. Prior to commencing debris removal operations, the Contractor shall present to COPA all trucks, trailers, marine vessels, or containers that will be used for hauling debris. Each truck, vessel, or trailer will be certified to determine the Cubic Yard Capacity. Certification of each truck will be made jointly by the contractor and a COPA Debris Monitor Contractor representative. Each truck or trailer shall be numbered and clearly display the Cubic Yard Capacity for identification with a permanent marking. COPA may, at any time, request that the trucks be re-certified. The contractor shall notify COPA's Debris Monitoring Contractor each time a new truck, trailer or container is to be used under this contract.

d. Trucks or equipment, which is designated for use under this contract, shall not be used for any other work during this contract. The contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

e. Loading equipment used under this contract shall be sized properly to minimize the disruption within the marina and connecting waterway.

f. The Contractor will remove debris either from the shore or from a floating work platform with a "grapple bucket" type mechanical device. This will ensure that debris will be removed with minimal disturbance to the harbor bottom. The Contractor will be required to deploy floating silt curtains.
2.6 Best Management Practices

a. Equipment and personnel should work as closely together as is feasible during recovery operations to minimize disturbance, rather than spread across the entire site.

b. Minimize unnecessary disturbance or removal of natural sediment, organic matter, and vegetation not required to access man-made debris items. If moving organic debris is required, replace or deposit in the nearest tidally influenced area. Organic debris plays ecological function in many intertidal areas and should remain in place to the extent possible.

c. Remove all equipment and materials deployed to facilitate debris removal operations at conclusion of operations.

d. The applicant shall instruct all personnel associated with the project of the potential presence of ESA-listed species and the need to avoid collisions with them. All construction personnel are responsible for observing water-related activities for the presence of ESA-listed species.

e. The applicant shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species.

f. Turbidity curtains will be placed around the construction area prior to construction and will remain in place until all pile driving and riprap placement is complete and sediment has settled. Turbidity curtains shall be made of material in which ESA-listed species cannot become entangled, be properly secured, and be regularly monitored to avoid species entrapment.

g. The proposer will follow the NMFS’s *Sea Turtle and Smalltooth Sawfish Construction Conditions*.

h. Environmental monitors will be present one hour prior to the start of construction activity each day and will continue to monitor throughout the duration of the daily work. If at any point a listed species is observed within 500 ft of the work site, all construction will cease until NMFS has been notified and the listed species have vacated on their own or the agencies have granted permission to proceed.

i. All vessels associated with the construction project shall operate at “no wake/idle” speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a 4-ft clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

j. The applicant will provide NMFS Galveston with all reports of sea turtles observed during monitoring and construction, using the Texas strandings hotline (1-866-TURTLE5).

k. The applicant will e-mail NOAA Southeast Regional Office copies of all written reports of sea turtles observed during monitoring and construction to takereport.nmfsser@noaa.gov with reference to this Opinion (Fulton Pier Replacement, NMFS tracking number SER-2018-19733).
2.7 REPORTING

The Contractor shall submit a report to the COPA Disaster Management Consultant and Debris Monitoring Contractor each day for the term of the contract. A sample daily haul record is attached. Each report shall contain, at a minimum, the following information:

- Contractor’s Name
- Contract Number
- Daily and cumulative totals of debris hauled to a permitted landfill. Include landfill name.
- Any problems encountered or anticipated

Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

2.8 MEASUREMENT

Measurement for all eligible debris removed shall be by the Cubic Yard (CY) as determined by the eligible debris delivered to dumpsite, as supported by the load ticket. Load tickets shall document measurement. Compensation will be based on completed load tickets administered and validated by the COPA’s monitors based on the Contractor’s unit price per Cubic Yard hauled from the COPA Municipal Boat Harbor.

SECTION 3.0 – PROPOSAL RESPONSE REQUIREMENTS

3.1 A prospective service provider’s response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein. Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the City.

3.2 The City reserves the right to seek additional/supplemental representation on specific issues as needed.

3.3 Successful proposer shall furnish within two (2) consecutive business days after written notice, a Payment Bond and Performance Bond each in an amount of One Million Dollars ($1,000,000.00)

3.5 QUALIFICATIONS PROPOSAL

In a sealed envelope, provide an original, so identified and one (1) additional complete copy of your qualification proposal for services defined herein for the term of the contract including the following:

a. Name, address, telephone number, fax number, and email address of the person or firm submitting the proposal. Provide the name and contact information for the person authorized to obligate the firm to a contract in response to this RFP.

b. Complete Bid Schedule revealing the offeror’s cost proposal for each bid item.
c. Thorough presentation of the offeror’s qualifications to meet the City’s objectives and perform the services listed in the RFP.

d. Describe in detail how the services will be performed. Statements such as “will comply” or “will meet” specifications are not adequate for evaluation.

e. A complete and accurate listing of Marine Debris Removal Disaster specific experience within the last 5 years. The list should accurately reflect the individual or firm’s relationship to the contracting authority as a prime contractor or as a subcontractor to the prime contractor. Include points of contact and contact information with the contracting authority capable of discussing your performance.

f. A Debris Operation / Response Plan applicable to the statement of work contained in this RFP that details the critical action items and timeframe associated with the mobilization of equipment and labor and a schedule for the initiation of services. The proposed schedule required by COPA includes the mobilization of the Contractor with a minimum of (1) one crew within 48 hours of award and initiation of debris hauling within 72 hours of award of contract. Consideration will be given to the ability of the Proposer to mobilize and initiate services in a shortened timeframe due to the fact that this project is in response to a recent disaster event. The proposer should include a detailed schedule indicating the maximum time required to mobilize the necessary equipment, labor, etc. and maximum time required to begin work.

g. Sub-Contractor Participation – The City will review the proposer’s plan to identify and utilize local sub-contractors as well as minority (MBE) and disadvantaged business enterprise (DBE) subcontractors, which shall be included in the proposal. COPA intends for companies and procedures included in this section to be incorporated into the contract of the successful respondent from the outset of the project and, as feasible, remain incorporated into the work until project completion such that local, minority and disadvantaged businesses are able to contribute to the overall project for the life of the contract.

h. Demonstrate company’s financial stability, and financial institution reference letter.

i. Disclose any judgments, claims or audits pending or outstanding against the company.

j. Disclose if company or “owner(s)” have ever been involved in bankruptcy.

k. Show number of employees, D&B rating, previous two (2) years annual revenue of firm.

The COPA request for proposals present only relevant information in a clear, well organized and succinct manner. Proposal content should be limited to information requested here and to information the individual or firm believes will assist the evaluation team in assessing their qualifications to contract with the City of Port Aransas, Texas for the work presented in this RFP.

Proposals shall be submitted as follows.

All proposals may be submitted in person, by US Mail, Special Delivery or Courier Service. No Facsimile or email proposals will be accepted. Delivered by JUNE 5, 2019 4:00PM local time, care of Broaddus & Associates at the City of Port Aransas, City Hall, located at 710 West Ave A, Port Aransas, Tx 78373. Late proposals will be rejected. Failure to comply with this or any other paragraph of the Request for Proposals shall be sufficient reason for rejection of the proposal.
Proposals shall include documented evidence of the offeror’s current license as a General Contractor in the State of Mississippi.

Please mark the written proposal sealed envelope(s) as follows:

CITY OF PORT ARANSAS MUNICIPAL BOAT HARBOR DEBRIS REMOVAL AND DISPOSAL SERVICES

PROJECT NO. FEMA–4332–DR - Tx

Request for Proposal No. _______________________

Proposal Time and Date: _______________________

The front of each proposal envelope/container shall contain the following information for proper identification:

- The name and address of the proposer
- The word “Proposal” and Marine Debris Removal
- The time/date specified for receipt of proposals
- The number of each envelope/container submitted (i.e. “1 of 3, “2 of 3”, “3 of 3”)
- Annotate if offeror's firm is a corporation. Certified with the Texas Secretary of State and have a corporate status in good standing. Out of State Corporations must include with proposal evidence of authority to do business in Texas

The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal respondent.

The City of Port Aransas shall not be liable for any costs incurred by a respondent prior to entering into contract. Therefore, all respondent are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

Of submissions, and the resulting negotiated agreement, in all instances COPA’s decisions will be final.

The City of Port Aransas evaluation criteria will include the following assigned at 20% each:

a. Past Performance – Identify past or current contracts, (including Federal, State, and local government and private) for efforts similar to this requirement. Indicate if past contracts were as a prime contractor or subcontractor. Provide information on problems encountered on the identified contracts and the corrective actions taken.

b. Subcontracting Plan - Identify subcontracting firms to be utilized and located in the Nueces County area with type of work to be performed or supply to be provided.

c. Cost / Price - The offeror’s cost/price proposal will be evaluated for realism and price reasonableness. The purpose of cost/price evaluation is to determine whether each offeror’s proposal cost/price is realistic in relation to the solicitation and the proposal, and to provide an assessment of the reasonableness of the proposed price.

d. Management Plan – Describe the organizational structure, chain of command and responsibilities for personnel assigned to deliver the services contained in this RFP. Also
provide the resumes for management and onsite superintendent. Provide evidence of
financial capacity to adequately fund contract operational expense for the Project.

e. Technical Expertise – Describe the Debris Operation / Response Plan technical details
presenting how the equipment, manpower, sub-contracting and other resources will be
utilized to deliver the services prescribed in this RFP.

SELECTION

a. Award will be made to the offeror that the City of Port Aransas determines can accomplish
the requirements set forth in the **SCOPE OF SERVICES FOR MANAGING DISASTER
GENERATED MARINE DEBRIS INCLUDING DEBRIS CLEARANCE, REMOVAL,
and DISPOSAL** in a manner most advantageous to COPA, cost or price and other factors
considered. The City of Port Aransas reserves the right to award a contract to other than the
lowest price offeror after consideration of all factors.

b. The selection will be based upon the most advantageous offer, price or cost and other factors
considered. Offerors should perform technical-cost tradeoffs to achieve a balance that
reflects and permits the cost-effective pursuit of high quality performance. The basis of the
proposed cost must be compatible with all other elements of the proposal. An unrealistically
low-cost proposal will not provide an advantage. Such a proposal may be viewed as
indicative of a lack of understanding of the City of Port Aransas evaluation objective.

PRESENTATIONS

The City of Port Aransas may require oral and visual presentations from those firms that are
ranked or short-listed. This shall be done at the City’s sole discretion when it feels presentations
are essential as part of the evaluation process and are in the best interests in this matter.

With the consent and agreement of the successful bidder(s), purchases may be made under this
bid by other governmental agencies or political subdivisions within the State of Texas; provided,
however, that the City shall have no liability, responsibility, or obligation whatsoever to either the
successful bidder(s) or to the procuring agency or subdivision with respect to such purchases.
Such purchases shall be governed by the same pricing, terms and conditions stated herein with no
deviations allowed. This agreement in no way restricts or interferes with the right of any public
agency or political subdivision to bid any or all of the items or services independently.

SECTION 4.0 – RIGHT OF REJECTION:

The City reserves the right to waive any informality in any proposal, to reject any or all proposals
in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will
be in the best interest of the City and its citizens.

SECTION 5.0 – REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through Michael Dorris, Leo Wood
or Terry Lopez of Broaddus & Associates, the Disaster Management Consultant Firm for the City of Port
Aransas, or sent via email to mdorris@delsol-consulting.com lwood@broaddususa.com or
tlopez@broaddususa.com, no later than 4:00 P.M. local time on **Wednesday, May 29, 2019.**
There will be a pre-bid conference call Wednesday May, 29, 2019 at 11:00 A.M. local time. **Participation is Highly Recommended.** Conference call # 1-877-273-4202 Conf Room # 7285756

All telephone conversations are to be considered unofficial responses and will not be binding. Questions verifying the Request for Proposal’s content, if appropriate, will be responded to in writing. The written response will be the City’s official response and will be mailed to all Respondents that requested the Request for Proposals.

### SECTION 6.0 – GENERAL TERMS AND CONDITIONS

#### 6.1 EQUAL OPPORTUNITY AGREEMENT

a. In connection with work performed under a City contract, the respondent agrees, upon receipt of a written award or acceptance of a contract, to support and abide by the City’s Equal Opportunity Pledge.

b. By submitting a proposal in response to this solicitation, the respondent agrees to not discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin;

c. Post a copy of this pledge in a conspicuous place, available to all employees and job applicants.

d. Place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the respondent is an “Equal Opportunity Employer”.

#### 6.2 INDEMNIFICATION

The contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever brought or asserted against, or incurred by, the City, including without limitation attorney’s fees and costs of litigation, to the extent that the same arise out of or are caused by any act or omission of the consultant, its sub consultants or subcontractors, or by the employees, officers, directors, or agents of the consultant, or its subcontractors.

#### 6.3 ISSUANCE OF ADDENDA

a. If this solicitation is amended, the City will issue an appropriate addendum to the solicitation. If any addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

b. Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

c. By signing and returning the addendum;

d. By signing facsimile (subject to the conditions specified in the provision entitled “FACSMILIE DOCUMENTS”).

The City must receive the acknowledgment by the time and date, and at the location specified for the receipt of proposals.

#### 6.4 PAYMENT:
1. Payment for work completed will be invoiced on a monthly basis. Payment will be based on the unit pricing submitted by the contractor in the attached PRICING SCHEDULE.

2. In the event a contract is canceled under any provision herein, the City may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

3. The City may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause. The Contractor is responsible for inspecting and making a determination that debris that is loaded and hauled under this contract meets the eligibility requirements set forth by the City, FEMA and other state and federal agencies. Payment will not be made to the Contractor for debris that is loaded, hauled and disposed of that does not meet the eligibility requirements for reimbursement under such guidelines.

4. Final payment, less any offsets or deductions authorized hereunder or by law or plus any performance incentives, shall be made within thirty days of the certification of completion of the project by the City’s authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the City’s authorized agent including acceptable evidence of the satisfaction of all claims or liens.

6.5 INSURANCE REQUIREMENTS:

Upon submittal of this request for proposal the submitting Contractor shall procure, pay for, and maintain at minimum the following insurance coverage’s with the stated limits or greater. Said insurance shall be evidenced by delivery to the Owner of (1) certificates of insurance executed by the insurers listing coverage’s and limits, expiration dates and terms of policies and all endorsements, whether or not required by the Owner, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract and any additional extensions. In addition, the Owner reserves the right to request physical evidence of this coverage by requesting the policy declaration page, and/or an estopped from the agent and/or company verifying the coverage is and/or has been continually in effect.

The Contractor shall secure and maintain, at its sole cost and expense during the contract term and any subsequent extensions, the following insurance:

a. Commercial General Liability - in the amount of five million dollars ($5,000,000.00) aggregate/one million dollars ($1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting contractor or shall be at least twice the required occurrence limit.

b. Comprehensive Automobile and Water Vehicle Liability - covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of one million dollars ($1,000,000.00) per occurrence combined single
limit / Any Auto. Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.

c. **Worker's Compensation** - Proposer shall provide a policy with employer’s liability coverage with limits of not less than one million dollars ($1,000,000.00) per occurrence for each accident or illness. The Worker’s Compensation policy shall state that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a signed copy of said notice.

Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker’s Compensation law.

a. **Pollution and Remediation Liability**

   **A. Limits:** with limits of not less than five million dollars ($5,000,000.00) annual aggregate / two million dollars ($2,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:

   i. Pollution Legal Liability- (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).

   ii. Remediation Legal Liability Expense - expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes acids, alkalis toxic chemicals, liquids or gasses, hazardous materials, waste materials, or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local, or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and

   iii. Transportation Legal Liability / Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the Owner to its final delivery point as specified in the resulting contract.
Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the Owner on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the Owner.

Loss Deductible Clause: The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

B. Conditions:
Each insurance policy shall include the following conditions by endorsement to the policy:

i. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverage’s or limits, a notice thereof shall be given to the Owner by certified mail to: Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.

ii. Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.

The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of the City and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any such future coverage, or to the Owner’s Self-Insured Retentions as, if any, of whatever nature.

6.6 OTHER CONSIDERATIONS

a. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Closure or blocking of public streets and other rights-of-way
shall not be permitted unless prior arrangements have been made with the County’s Representative and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor(s) and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with City and OSHA standards.

b. The Contractor shall be responsible for contacting Texas One Call (811), and any other utility company for the purpose of identifying utility lines and components in advance of work. Repair of damages to utility lines and components are the responsibility of the Contractor.

c. The Contractor is responsible for obtaining all applicable environmental and regulatory permits and testing results prior to the contractor commencing operations. Copies of all documentation granting approval shall be provided to the City.

d. The Contractor is responsible for dust control. The Contractor shall be in compliance with all state and local laws for dust control.

e. The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.

f. The Contractor shall employ as many local residents and subcontractors as possible as part of this contract. Preference, to the extent feasible and practicable, shall be given to those organizations, firms, or individuals residing or doing business primarily in Nueces County, Texas area.
ATTACHMENT 1
PRICE PROPOSAL FORM
CITY OF PORT ARANSAS, TEXAS DISASTER DEBRIS REMOVAL AND DISPOSAL

Name of Company: __________________________________________

Address: ___________________________________________________

City, State, Zip: _____________________________________________

Telephone: _______________ Fax: _______________________

Contractor’s License (C.O.R.) Number: _________________________

Authorized Signature: ______________________________________
(Provide evidence of signing authority)

Name and Title: ____________________________________________

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Removal and Disposal of Eligible Construction &amp; Demolition (C&amp;D)- marine based</td>
<td>Per CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Remove tires- marine based</td>
<td>Per CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Recreational sunken vessel; 25' up to 35' in length</td>
<td>LF</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>Recreational sunken vessel; 36' up to 48' in length</td>
<td>LF</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Recreational sunken vessel; 36' up to 48' in length</td>
<td>LF</td>
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<tr>
<td>6</td>
<td>Recreational sunken vessel; 36' up to 48' in length</td>
<td>LF</td>
<td></td>
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<tr>
<td>7</td>
<td>Recreational sunken vessel; up to 24' in length</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Recreational sunken vessel; 36' up to 48' in length</td>
<td>LF</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>Load and haul C&amp;D and mixed debris to Debris Management Site (DMS)-Marine Based</td>
<td>Per CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Haul out debris from DMS to final disposal site</td>
<td>Per CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Management and Operation of DMS</td>
<td>Per CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Licensed Landfill disposal fee</td>
<td>Per CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Licensed Landfill disposal fee for tires</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Debris handling at temporary drying site (if necessary)</td>
<td>Per CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobilization/Demobilization/ Marine Debris Work</td>
<td>LS</td>
<td></td>
<td></td>
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<td>15</td>
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</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ATTACHMENT**

**SAMPLE LOAD TICKET**

<table>
<thead>
<tr>
<th>LOAD TICKET</th>
</tr>
</thead>
<tbody>
<tr>
<td>TICKET NUMBER:</td>
</tr>
<tr>
<td>CONTRACT NUMBER</td>
</tr>
<tr>
<td>CONTRACTOR</td>
</tr>
<tr>
<td>DATE:</td>
</tr>
</tbody>
</table>

**DEBRIS QUANTITY**

<table>
<thead>
<tr>
<th>Truck No:</th>
<th>Capacity (TON):</th>
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</thead>
<tbody>
<tr>
<td>Load Size (CY):</td>
<td>Tons:</td>
</tr>
<tr>
<td>Truck Driver:</td>
<td></td>
</tr>
<tr>
<td>Origin of Load:</td>
<td></td>
</tr>
</tbody>
</table>

**DEBRIS CLASSIFICATION**

| Burnable |
| Non-Burnable |
| Mixed |
| Other |

**LOCATION**

<p>| Section/Area: | Dumpsite |</p>
<table>
<thead>
<tr>
<th>Time</th>
<th>Inspector</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<table>
<thead>
<tr>
<th>Loading</th>
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<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Dumping</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Eligibility (Y/N):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original: (City) (County)</td>
</tr>
<tr>
<td>Yellow: Contractor</td>
</tr>
<tr>
<td>Pink: Driver</td>
</tr>
<tr>
<td>Gold: FEMA</td>
</tr>
</tbody>
</table>

ATTACHMENT
SAMPLE TRUCK PLACARD

Company Name

CITY OF PORT ARANSAS, TEXAS

Applicant

Truck Number
### CITY OF PORT ARANSAS

#### BID TABULATION

**PROJECT:** _2019_ YEAR  
Harbor Debris Removal

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>Surety Bond</th>
<th>Bidder Included Complex of Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>DRC Emergency Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>JOB NO.</th>
<th>DATE:</th>
<th>TIME:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6/5/2019</td>
<td>4:00 PM</td>
</tr>
</tbody>
</table>

**OPENER BY:**  
City Manager

**WITNESSSED BY:**
REQUEST FOR PROPOSAL
Municipal Boat Harbor Debris Removal and Disposal Services

RFP PROJECT NO. 37996

JUNE 5, 2019 • 4:00PM
ORIGINAL

CITY OF PORT ARANSAS
CITY HALL
C/o Broaddus & Associates
710 W Avenue A
Port Aransas, TX 78373

PREPARE • RESPOND • RECOVER

POINTS OF CONTACT:
Kristy Fuentes, Kfuentes@drcusa.com
Clif Kennedy, Ckennedy@drcusa.com
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June 5, 2019

City of Port Aransas
City Hall
C/o Broadus & Associates
710 W Avenue A
Port Aransas, TX 78373

Re: Municipal Boat Harbor Debris Removal and Disposal Services
    FFP Project No. 37996

Dear Sir or Madam,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of Port Aransas our proposal to provide Municipal Boat Harbor Debris Removal and Disposal Services as required in the above referenced RFP. DRC is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

DRC is headquartered in Galveston, Texas, which is located about 5 hours from the City of Port Aransas. Our additional office locations in New Orleans, Louisiana, Semmes, Alabama, Surf City, North Carolina, and West Palm Beach, Florida provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Port Aransas should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the City of Port Aransas, DRC will dedicate all necessary manpower and equipment and in no case, will the project be understaffed.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for the City of Port Aransas is Clif Kennedy who can be reached at (888) 721-4372, by cell: (713) 715-8772 or by email: Ckennedy@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Port Aransas in the future.

Sincerely,

[Signature]

Kristy Fuentes
Vice President, Secretary, Treasurer

1 341
ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company’s Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the “LLC Agreement”) and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the “Manager”).

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<table>
<thead>
<tr>
<th>Name</th>
<th>Office/Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>John R. Sullivan</td>
<td>President</td>
</tr>
<tr>
<td>Kristy Fuentes</td>
<td>Vice President of Business Development, Secretary and Treasurer</td>
</tr>
</tbody>
</table>

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

DRC
Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: DRC EQUITY, LLC
   a Texas limited liability company
Its: Manager

By: John R. Sullivan
Its: President
Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for DRC Emergency Services, LLC (file number 800551038), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 28, 2005.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 01, 2019.

David Whitley
Secretary of State