

SERVICE AGREEMENT NO. 1491

Disaster Debris Clearing, Removal and Disposal Services

THIS **Disaster Debris Clearing, Removal and Disposal Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and TFR Enterprises, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Disaster Debris Clearing, Removal and Disposal Services in response to Request for Bid/Proposal No. 1491 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Disaster Debris Clearing, Removal and Disposal Services ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for 24 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. The parties may mutually extend the term of this Agreement for up to two additional 24-month periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$168,893,230.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Norma Salinas
Department: Solid Waste Operations
Phone: 361-826-1977
Email: NormaS@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

6. Purchase Release Order. For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. Inspection and Acceptance. Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

(A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.
13. **Amendments and Changes.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City. Any changes that alter the

method, price, or schedule of work must be allowable, allocable, within the scope of any federal grant or cooperative agreement, and reasonable for the completion of the project scope.

14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Norma Salinas
Title: Systems Support Coordinator
Address: 2525 Hygeia St., Corpus Christi, TX 78415
Phone: (361) 826-1977
Fax: (361) 826-1971

IF TO CONTRACTOR:

TFR Enterprises, Inc.
Attn: Tiffany Jean
Title: Contract Administrator
Address: 601 Leander Drive, Leander, Texas 78641
Phone: 512-260-3322 ext. 200
Fax: 512-528-1942

17. **CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT**

ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) **Termination for Cause.** The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) **Termination for Convenience.** Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement. In the event of termination for convenience, the Contractor will be compensated for all Services performed prior to the date of termination. The City shall have no further obligations to the Contractor.

19. Effect of Breach. In addition to the remedy of termination, if the Contractor violates or breaches any provision of the Agreement, the City may pursue any other claims or causes of action available under the law. No specific sanctions or penalties apply to this Agreement except those that are otherwise available under the law.

20. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

21. Severability. Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the

operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

- 22. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 23. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 24. Verification Regarding Israel.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of the Contractor verifies that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 25. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.
- 27. Federal Funding Requirements.** This project is subject to requirements provided for Federal Emergency Management Agency (FEMA) and/or other federally-funded projects. A set of Federal Requirements has been attached as Attachment E, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. The Contractor must comply with Attachment E while performing the Services. The Contractor will insert in any subcontracts all Federal Provisions/Requirements contained in the Agreement, such other clauses as FEMA or its designee may by appropriate instructions require, a copy of applicable prevailing wage decision, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be

responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses.

CONTRACTOR

Signature: 

Printed Name: Tipton F. Rowland

Title: CEO

Date: 6/18/18

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance and Bond Requirements
- Attachment D: Warranty Requirements
- Attachment E: Federal Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 1491
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A - SCOPE OF WORK

1. General Requirements/Background Information

A. Background

This is a contingency contract that will be activated upon in the event of an emergency to include hurricanes, tornadoes, or other natural disasters that may cause harm and destruction to property and infrastructure located within the city limit boundaries of the City of Corpus Christi.

B. General Requirements

1. This contract will be activated only in the face of a storm related emergency at the discretion of the City. As such, no compensation will accrue to the Contractor unless and until the contract is activated either in anticipation of a natural or man-made disaster or immediately after such disaster.
2. The Contractor may utilize both local and non-local resources to carry out the debris removal and disposal and Hazardous, Toxic or Radiological Waste (HTRW) work. The Contractor must have the capacity to manage a major workforce and to cover the expenses associated with a major recovery operation prior to the initial City payment and before subsequent payments, as well as the capacity to provide the necessary insurance, equipment, personnel, comprehensive HTRW operation plans, and demonstrable experience in major disaster recovery projects. The Contractor must also have established management teams, an established network of resources to provide the necessary equipment, personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.
3. The Contractor shall manage the debris clearing and removal, and the hazardous waste services collection, characterization, packaging, transportation, and disposal of Hazardous, Toxic or Radiological Waste (HTRW) after a storm or disaster event. Notwithstanding, the City reserves the right to award additional contracts if, in the judgment of the Solid Waste Director, additional capacity is needed due to the amount of work to be performed, volume of debris, quantity of HTRW, time requirements, or rate of progress. If additional contracts are awarded, the Contractor will be notified. The Contractor will be informed which Temporary Debris Staging and Reduction (TDSR) sites are to be used. If necessary, the City will establish additional TDSR sites. In addition, the City reserves the right of automatic assignability of work to other Contractors if the primary Contractor is unable to perform the services required by this contract.

4. The Contractor must handle, properly dispose, contain and transport debris management activities in accordance with applicable Federal, State and local regulations, which may include the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health (TDH), Natural Resources Conservation Services (NRCS), Historical Preservation Office (SHPO), and the Texas Commission on Environmental Quality (TCEQ) or other regulations as determined by the City.
5. The Contractor is required to participate in annual City-directed disaster recovery training and/or exercises. The Contractor shall provide training to project approach, which includes tasks in each of the phases: initiation, mobilization, execution, and closeout. **Annual disaster training shall be conducted each year on the month of May.**

2. Scope of Work

- A. The Contractor shall provide storm/disaster debris clearing, removal, and disposal operations within the city limits; to include hazardous waste disposal services. Exhibit A, "Debris Management Zones/City Maps", defines the City limits.
- B. The Contractor will serve as a general Contractor for the purpose of debris clearing, removal, and disposal operations. The Contractor will use resources to meet the obligations of the contract.
- C. To facilitate management of the debris clearance, removal and disposal operations, the City has been divided into seven Debris Management Zones 1 through 7. (See Exhibit A). When a major disaster occurs or is imminent, the Solid Waste Director will contact the Contractor and inform him/her of the City's intent to activate the contract for debris clearance, removal, and disposal.
- D. The Contractor will send a management team to the City within 24 hours of receiving a Notice to Proceed to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way directed by the Solid Waste Director. This will allow citizens to return to their properties and bring debris to the rights-of-way as recovery progresses. The City will prescribe the specific procedures to be used after ascertaining the scope and nature of the disaster's impacts.
- E. Debris removal will be limited to eligible debris in, upon, or brought to City streets and roads, rights-of-way, municipal properties and facilities, and other public sites. The Contractor will be responsible for determining the method and manner of all debris clearance, removal, and lawful disposal operations consistent with Local, State and Federal regulations. Disposal of debris may be at any lawful site selected by the City or at City-designated TDSR sites. The Contractor shall be responsible for the lawful final disposal of all debris and debris reduction by-products deposited at the TDSR site.

- F. The City has three pre-designated TDSR sites for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition (C&D) materials. No other debris management operations will be allowed on these sites. The Contractor will operate the TDSR sites, and only City vehicles, Contractor vehicles, and others specifically authorized by the City will be allowed to use the sites.
- G. The City may also establish homeowner drop-off sites for debris. The Contractor will be responsible for removing all debris from those sites daily and transporting it to a TDSR site or authorized landfill.
- H. This project is divided into four stages:
 - a. Stage 1 – Emergency Roadway Debris Clearing,
 - b. Stage 2 – Public Rights-of-Way Debris Removal,
 - c. Stage 3 – Temporary Debris Staging and Reduction (TDSR) Site Operation and Debris Disposal
 - d. Stage 4 – Hazardous, Toxic or Radiological Waste (HTRW) Disposal Planning & Management.
- I. Stage 1 will be performed on a time and materials basis, and Stages 2, 3 and 4 are to be performed on a unit price basis.
- J. The Stages will be discussed more specifically in each section follow:

3. Stage 1: Emergency Roadway Debris Clearing

Stage 1 consist of clearing roadway debris to the side of the road to open key access routes into devastated areas and allow for the movement of emergency vehicles, law enforcement, resumption of critical services, and damage assessment of critical public facilities and utilities.

- A. At least one lane must be cleared on each arterial, major, and secondary road after the storm/disaster event has subsided within the specified timeframe.
- B. First Clearing Priorities are to provide ingress and egress to/from the following facilities:
 - 1. Police Department
 - 2. Fire Stations
 - 3. Corpus Christi International Airport
 - 4. Hospitals
- C. Secondary Clearing Priorities are to provide ingress and egress to/from the following facilities:
 - 1. City Hall
 - 2. City Service Center
 - 3. County Courthouse

4. Maintenance Services
 5. Water Filtration Plants
 6. Wastewater/Sewage Treatment Plants
 7. Other Facilities so designated by the Solid Waste Operations Director
- D. Clearing is required at each facility listed above, as well as the roadways leading to the facility to clear connecting roadways and provide access from arterial roadways. Specific facilities are listed under Exhibit C, "Clearing Priorities".
- E. Clearing priorities above may be adjusted by the Solid Waste Operations Director at any time during recovery operations.
- F. Clearing Operations must commence as soon as possible after the storm/disaster event has subsided, but no later than 12 hours from the time the Notice to Proceed is issued by the Solid Waste Operations Director. The duration of the clearing operations will be limited to a total of 70 hours. The Contractor must provide sufficient equipment and labor to accomplish clearing of first priority sites within 24 hours and secondary priority sites within 36 hours and all other sites within 70 hours of receiving Notice to Proceed.
- G. Stage 1 Clearing will be limited to no more than 70 hours under the Time and Materials portion of this contract. Stage 1 Clearing operations will not continue unless specifically approved in writing by the Solid Waste Operations Director. The Solid Waste Operations Director reserves the right to discontinue the clearing operations as deemed necessary. Extension of the clearing operations past the 70 hours must be approved in writing by the Solid Waste Operations Director.

4. Stage 2: Public Rights-of-Way Debris Removal

Stage 2 consist of the removal and transport of eligible disaster-generated debris from designated street or highway rights-of-way or public property to a designated Temporary Debris Staging and Reduction (TDSR) site or approved landfill. The Contractor shall be familiar with FEMA Publication 325 Debris Management Guide which is specifically dedicated to the rules, regulations, and policies associated with the debris removal process including hazardous leaning trees, hanging limbs and hazardous stumps, and etc.

- A. The City has three pre-designated TDSR sites for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition (C&D) materials. (See Exhibit B and D). No other debris management operations will be allowed on these sites. The Contractor will operate the TDSR sites, and only City vehicles, Contractor vehicles, and others specifically authorized by the City will be allowed to use the sites.

- B. The City may also establish homeowner drop-off sites for debris. The Contractor will be responsible for removing all debris from those sites daily and transporting it to a TDSR site or authorized landfill.
- C. The Solid Waste Operations Director reserves the right to increase or decrease the scope of the removal activity as deemed necessary to ensure effective management of the overall debris removal/disposal operations.
- D. At the Solid Waste Operations Director's option, the scope of work for Stage 2, Removal, may be expanded to include public parks, other recreational areas, drainage structures and channels, and reservoirs.
- E. The debris removal process must be initiated promptly and conducted in an orderly, effective manner in order to protect public health and safety following a major storm disaster or catastrophic event.
- F. The Contractor must begin debris removal operations within 24 hours of receiving the Notice-to-Proceed and be underway in all zones within 5 days. Schedules for all other roads/streets will be determined in concert with the Solid Waste Operations Director. These operations are to be fully integrated with the TDSR site operations.
- G. Removal may begin earlier and, if approved by the Solid Waste Operations Director, may be combined with Rights-of-Way clearing operations, provided the equipment so used will be billed on a unit cost basis rather than on a time and materials basis.
- H. In general, but not exclusively, this stage consists of curbside debris removal on City public Rights-of-Way and residential curb-side areas within City limits. Types of debris materials include, but are not limited to, trees, woody debris, brush, sand, gravel, building wreckage, construction and demolition (C&D), personal property, and household furnishings deposited at the curb. Exhibit D, "Debris Classification", describes the types of debris that may be encountered.
- I. Debris removal will be limited to eligible debris in, upon, or brought to City streets and roads, rights-of-way, municipal properties and facilities, and other public sites. The Contractor will be responsible for determining the method and manner of all debris clearance, removal, and lawful disposal operations consistent with Local, State and Federal regulations. Disposal of debris may be at any lawful site selected by the City or at City-designated TDSR sites. The Contractor will be responsible for the lawful final disposal of all debris and debris reduction by-products deposited at the TDSR site.
- J. Rights-of-Way White Goods Debris Removal: White goods containing refrigerants must first have such refrigerants removed by the Contractors 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. The removal, transportation and disposal of white goods includes obtaining all necessary Local, State, and

Federal Hauling Permits and operating in accordance with all Local, State, and Federal regulatory agencies.

- K. Used Electronics: The Contract shall recycle or dispose of all eligible used electronics in accordance with all Local, State, and Federal Regulations.
- L. Animal Carcass Removal and Disposal Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated cost necessary for the removal, transportation, and lawful disposal of dead animal in areas identified and approved by the City to an approved final disposal site. The carcasses will be hauled to the City's approved staging area and subsequently disposed of by the appropriate regulatory agency. The Contractor will coordinate activities with the appropriate Local animal control agency. The removal, transportation and disposal of animal carcasses includes obtaining all necessary Local, State, and Federal Hauling Permits and operating in accordance with all Local, State, and Federal regulations.
- M. Working Hours: Unless otherwise permitted by the Solid Waste Operations Director, working hours for removal operations shall be limited to daylight hours. The Contractor is responsible for coordinating with the Solid Waste Operations Director in the event weather conditions delay or modify the proposed daily schedule.

5. Stage 3: Temporary Debris Staging and Reduction (TDSR) Site Operation/Debris Disposal

Stage 3 consist of debris segregation, volume reduction, and final disposal. The Contractor may sell the mulch, ash, metals, and other materials and keep the proceeds. All residual debris must be removed from the site and disposed of at a city approved landfill at Contractor's expense.

- A. Work under this section also involves the preparation, operation, and closure of Temporary Debris Staging and Reduction (TDSR) sites designated by the Solid Waste Operations Director.
- B. Three TDSR sites are designated by the Solid Waste Operations Director. Exhibit B, "Location and Status of TDSR Sites and Landfills," identifies the location and particulars of each site. Exhibit A, "City Map/Removal Zones," proportions the City into sectors and assigns each of them to the nearest TDSR site.
- C. At each TDSR site, the Contractor must be fully prepared to:
 - 1. Accept materials collected during debris removal operations
 - 2. Segregate materials into waste streams that can either be recycled, picked up by other Contractor forces (as in the case of HAZMAT waste), treated in a common manner (i.e. mechanical reduction) or taken to a common disposal point such as a City approved landfill
 - 3. Reduce materials through mechanical reduction (chipping, grinding), incineration (if specifically authorized by the Solid Waste Operations

Director), recycling on site or post-collection resale for recycling or other purposes

4. Conduct on-site air curtain burning of certain materials as may be directed by the Solid Waste Operations Director. Contractor should identify equipment and operator resources; however, no burning may take place without specific direction from the Solid Waste Operations Director
 5. Dispose of segregated or reduced debris through resale of materials or deposition of processing wastes in a properly City approved, permitted landfill or other approved disposal site
- D. A representative of the Contractor who will operate the TDSR site must participate in the City's annual hurricane exercise as described in Section 1.
- E. In order to expedite the implementation of TDSR site operations, the Contractor must provide personnel on-site prior to a projected hurricane/disaster event to carry out any activities necessary to assure that the TDSR sites will be ready when needed. Actual preparation of the TDSR sites must begin within 24 hours of receipt of the Notice-to Proceed and the sites must be fully operational not more than 5 days thereafter.
- F. The Contractor must, upon entering each site designated as a TDSR site, photo-document the site conditions using both video and still photographs. The Contractor should keep one copy of the video and photographs for their records. The Contractor must provide one copy of the video and the still photographs to the Solid Waste Operations Director.
- G. The City has selected TDSR sites that are generally free of significant environmental constraints. Additionally, it has coordinated the TDSR site selection with the Texas Commission on Environmental Quality (TCEQ) on issues concerning air, water and solid hazardous waste. If the Contractor chooses to utilize Air Curtain Burner operations, the Contractor will be required to obtain any and all necessary permits for these type of operations.
- H. The Contractor must be aware of, and abide by, the conditions of any permits under which he/she must operate the site. The Contractor is responsible for knowing the applicability and requirements of all applicable environmental laws and regulations that could pertain to the operation of TDSR sites.
- I. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to his/her activities. Such costs might include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with Federal, State, or Local environmental laws and regulations or nuisance statutes by Contractor, his/her Subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.

- J. Meetings: The Contractor must attend any and all meetings required by the Solid Waste Operations Director to evaluate the operations of the TDSR sites.
- K. Quality Assurance: The work will be closely monitored by City monitors and/or designated representatives of FEMA. The Contractor shall cooperate with all monitors.
- L. City Responsibilities:
 - 1. The City will implement a program of public information designed to assist the Contractor. The program will inform the public of the need to separate and place Hazardous, Toxic or Radiological Waste (HTRW) at curbside or drop off locations. The City will coordinate the public information program with the Contractor to facilitate the efficient segregation, marking, placement, and pick-up of the material to the maximum extend practical.
 - 2. The City will, at its sole discretion, designate TDSR sites for development and operation by the Contractor.
 - 3. Access: The City will provide access and authorization to the Contractor to operate on any or all of the designated TDSR sites including all information in its possession regarding these sites that is necessary for the successful operation of TDSR sites.
 - 4. Permits and Approvals: The Contractor will secure and provide proof of to the City the necessary permits from the TCEQ and appropriate Federal agencies for the operation of all TDSR sites. The City will waive or provide all local permits and approvals for the operation of the TDSR sites.
 - 5. Services Not Provided: The City will not provide the Contractor with potable water, sewage treatment, fuel, electricity, or other personnel, materials or equipment deemed necessary to operate the TDSR sites.
- M. TDSR Site Preparation:
 - 1. Site Setup: Unless specifically directed otherwise by the Solid Waste Operations Director, site setup must commence as soon as possible after the hurricane/disaster event has subsided, but no later than 24 hours from the time that the Notice-to-Proceed is issued by the Solid Waste Operations Director. All TDSR sites must be fully operational within 5 days of the Notice-to-Proceed.
 - 2. Site Plan: The Contractor will provide a site operations plan for review and approval by the Solid Waste Operations Director prior to beginning work.
 - 3. At a minimum, the plan will address the following:
 - a. Access to site
 - b. Site management, to include point-of-contact, organizational chart, etc.
 - c. Traffic control procedures

- d. Site security
 - e. Site safety
 - f. Site layout/segregation plan
 - g. Hazardous materials staging plan
 - h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
4. Site Preparation: The Contractor shall be responsible for preparing the site(s) to accept debris. This preparation shall include clearing, erosion control, grading, and construction and maintenance of haul roads and entrances. The Contractor shall provide utility clearances and sanitation facilities, if needed. The Contractor shall protect existing structures at the sites and repair any damage caused by his operations to the satisfaction of the Solid Waste Operations Director at no additional cost to the City.
 5. Site Security: The Contractor shall be responsible for installing site security measures and maintaining security for operations at the site.
 6. Fire Protection: The Contractor shall manage the site to minimize the risk of fire.
 7. Ash Containment Area: The Contractor shall be responsible for the staging, removal, and containment of ash from all burning operations. The containment area will be "wetted down" periodically under this contract to prevent particles from becoming airborne.
 8. Inspection Tower: The Contractor shall construct an inspection tower. The tower shall be constructed using pressure treated wood. The floor elevation of the tower shall be 10 feet above the existing ground elevation. The floor area shall be 8' by 8', constructed of 2" by 8" joists, 16" O.C. with ¾" plywood supported by four 6" by 6" posts. The perimeter of the floor area shall be protected by a 4-foot-high wall constructed of 2" by 4" studs and ½" inch plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail.
 9. The Contractor shall make provisions for portable sanitary facilities to be provided and maintained at the inspection tower.
 10. Traffic Control: The Contractor shall be responsible for safe control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. As a minimum, one flag person shall be posted at each entrance to direct traffic at the site.

11. Debris Ownership and Disposal: The Contractor must remove or arrange for the removal and final disposal of all debris brought to the debris reduction site. Options include, but are not limited to, sending the material to an authorized and properly permitted City approved disposal area, recycling facility, or resale entity authorized by the City. The Contractor must maintain records for all materials, including processed debris, residue, and hazardous materials, being transported from the debris reduction site to disposal or recycling facilities. The Contractor must secure an EPA Identification Number prior to the lawful disposal of any ash determined to be hazardous based on analytical results. Copies of this documentation must be provided to the Solid Waste Operations Director for review prior to the start of work. The Contractor shall be considered the owner of all debris brought to the debris reduction site.
12. Site Closure: The Contractor shall be responsible for the closure of the debris site within 30 calendar days of receiving the last load of disaster-related debris. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), and grading the site, and restoring the site to pre-work conditions. The site will be restored in accordance with all state and local requirements. The Contractor is responsible for the proper disposal of non-burnable debris, ash, and wood chips. The Contractor shall receive approval from the Solid Waste Operations Director as to the final acceptance of a site closure. Final payment shall be released to the Contractor upon acceptance of the site by the Solid Waste Operations Director.
13. Baseline Sampling and Testing: The Contractor must collect and test soil and groundwater samples at each TDSR site in areas designated for storm water retention, ash staging, vehicle maintenance, fuel dispensing operations and any areas where hazardous substances and petroleum products are or might be generated, stored or used. Sample locations must be coordinated with the Solid Waste Operations Director prior to acquisition. Samples must be tested for Total Petroleum Hydrocarbons (TPH) and Resource Conservation and Recovery Act (RCRA) metals. The Contractor must secure independent laboratory analytical tests for the referenced substances tested and provide the results to the Solid Waste Operations Director prior to the commencement of operations at the TDSR sites.
14. Protection: Within the limits of or adjacent to the TDSR site, there may be existing underground electric, telephone and television cables and conduits, gas, water and sewer utility lines that cannot be located from existing data. It is the responsibility of the Contractor to determine their exact location and to carry out the work carefully and skillfully so as to avoid damage to them. The City may elect to provide this information to the Contractor in advance. In any case, the Contractor shall ensure the locations of such utility installations are adequately marked.

15. Temporary Utilities: All temporary utilities, including sewage disposal and potable water, must be provided by the Contractor.
16. Signage: The Contractor must provide signs at each of the TDSR sites in accordance with City specifications that contain the following information:
 - a. Contractor's superintendent name, address and local 24-hour telephone number;
 - b. Name of the TDSR site facility; and
 - c. Name, address and telephone number of the City representative to contact in case of an emergency.
17. Plans: The Contractor must develop and provide to the Solid Waste Operations Director the following prior to start-up:
 - a. Site layout plan
 - b. Proposed operating procedures
 - c. Site/operations safety plan
18. Startup: When all TDSR site preparations are completed, the Contractor must notify the Solid Waste Operations Director, who will inspect the site and approve the site for commencement of TDSR site operations.

N. TDSR Site Operations:

1. General Operations: The Contractor will operate each TDSR site in an effective and efficient manner for such time as the Solid Waste Operations Director deems necessary. TDSR sites may operate on a 24-hour, 7-day basis unless otherwise directed by the Solid Waste Operations Director to prevent undue impact on nearby residents.
2. The Contractor must operate such equipment as is necessary to efficiently reduce by mechanical means or incineration all materials deposited at the TDSR site. The Contractor must segregate all debris in accordance with the method of processing and potential for recycling and its ultimate disposal.
3. The Contractor must separate and contain all hazardous wastes for pick up and disposal. Comestible garbage shall be separated and contained for pick-up by the City's designated hauler. The Contractor must staff the TDSR sites with sufficient personnel to ensure the waste stream segregation and processing operation does not reduce the capacity to remove debris from City streets in a timely manner. The operation of each TDSR site must conform to these specifications and any permits issued for the TDSR site. The Contractor is responsible for all site and worker safety issues.
4. Control of Material: The Contractor must make every effort to control the nature of the material allowed into the TDSR site, with the objective being to have only C&D materials, clean woody debris, household debris (other than HAZMAT and garbage) and similar materials brought to and deposited

in the TDSR site. To the extent practicable, the Contractor must prevent hazardous materials and comestible garbage from being brought onto the TDSR sites. Contractor must segregate hazardous materials and comestible garbage, when discovered, for pick-up and disposal by the City's designated haulers. All materials brought to the TDSR site by vehicles under Contractor's control but not accepted at the TDSR site must be disposed of by the Contractor at a City approved landfill or by other legal means of disposal at the Contractor's expense.

5. Environmental Controls: The Contractor is responsible for monitoring the temperature of stockpiled mulch at least twice daily to detect hot spots resulting from natural microbial decomposition. Upon finding a hot spot the Contractor must mechanically mix the affected mulch to cool it down and avoid creating a fire hazard.
6. The Contractor must secure the services of an independent laboratory to sample and test any ash generated from burning prior to its lawful disposal. Copies of all documents pertaining to the disposition of the ash (e.g., analytical results, shipping manifests, certificates of destruction) must be submitted to the Solid Waste Operations Director.
7. The Contractor must, to the extent practicable, separate hazardous waste and asbestos from all woody and structural debris that is to be further processed, reduced, recycled or burned. Segregation of asbestos from curbside debris planned for direct disposal at a landfill will not be required.
8. Control of Rodents, Vermin, Insects, Birds and Wildlife: The Contractor must operate the TDSR Sites in such a manner as to minimize the possibility of infestation by rodents, other vermin and insects and to minimize the potential for attracting birds and wildlife. The Contractor will be responsible for proper and safe application of rodenticide and insecticide as a precautionary tactic to minimize the potential for infestation. Additional applications of such materials shall be made as necessary to eradicate infestations. All sites and work areas will be subject to inspection and monitoring by City health and safety personnel.
9. Debris Ownership and Disposal: The Contractor must remove or arrange for the removal and final disposal of all debris brought to the TDSR sites. Options include but are not limited to sending the material to an authorized and properly permitted, City approved disposal area, recycling facility or resale entity. The Contractor must maintain records for all materials, including processed debris, residue, and hazardous materials, being transported from the TDSR sites to disposal or recycling facilities. The Contractor must secure an EPA Identification Number prior to the lawful disposal of any ash determined to be hazardous based on analytical results. Copies of this documentation must be provided to the Solid Waste Operations Director for review.

10. The Contractor may dispose of such debris in a manner that creates income for the Contractor. Reduction and disposal of the debris is the sole responsibility of the Contractor.
11. The City will be deemed to be the "generator" for the purposes of Texas and Federal laws, rules, and regulations. The Contractor will be responsible for complying with all applicable local, State, and Federal laws, rules, and regulations from the time the materials are picked up or accepted from others by the Contractor until the materials are accepted at the final disposal site(s).
12. The Contractor shall ensure that all materials accepted for disposal are accepted at the final disposal site(s).
13. The Contractor shall provide evidence of the lawful disposal of all materials in accordance with Federal and State regulations and submit that evidence to the City of Corpus Christi.

O. TDSR Site Closure:

1. Restoration: The Contractor must restore all TDSR sites to their original condition to the extent feasible or to the satisfaction of the Solid Waste Operations Director. Unless otherwise directed by the Solid Waste Operations Director, all improvements (e.g., fencing, haul roads, trailers) must be removed. The Contractor must reestablish grades (i.e., roads, and ditches) throughout each TDSR site. The Contractor must request and participate in site inspections by the Solid Waste Operations Director for final approval of all site closure and restoration activities.
2. Sampling and Testing: The Contractor must complete soil and groundwater closure sampling and testing in the areas described in the baseline sampling information. The same tests must be completed as were performed prior to commencing with TDSR site operations (TPH and RCRA Metals). The analytical results must be provided to the Solid Waste Operations Director prior to closure of each TDSR site. Areas found to be contaminated above the baseline values must be remediated by the Contractor. The Contractor is regarded as the generator of such contaminants for the purposes of Federal environmental statutes.

6. Stage 4: Hazardous, Toxic or Radiological Waste (HTRW) Disposal Planning and Management

Stage 4 consist of collection, characterization, packaging, transporting and disposing of Hazardous, Toxic or Radiological Waste (HTRW) following a major storm disaster or catastrophic event.

- A. Work performed under these specifications shall meet or exceed the applicable State regulations and the applicable provisions of the Code of Federal

Regulations (CFR) concerning Hazardous, Toxic or Radiological Waste (HTRW) as contained in proposal documents.

- B. Disposal sites utilized by the Contractor shall be licensed, as required by law, by the Environmental Protection Agency (EPA) and/or State of Texas. Contractor is required to submit to the Solid Waste Director for approval of the disposal sites that they intend to use and provide key information regarding the site such as location and permit numbers.
- C. The Contractor shall maintain a current EPA identification number and current Texas Commission on Environmental Quality (TCEQ) registration throughout the term of the contract.
- D. The Contractor shall maintain all required insurance coverage, and any Federal and State permits required for transportation and disposal of all Hazardous, Toxic or Radiological Waste (HTRW). Additionally, the Contractor will keep all inspection plans and records evidencing compliance with applicable Federal, State, and local regulations throughout the term of the contract.
- E. The Contractor may subcontract, at no charge to the City, services related to the recycling, reuse, collection, transportation or disposal of the Hazardous, Toxic or Radiological Waste (HTRW) collected, where appropriate.
- F. The City Solid Waste goal is to complete the HTRW removal and disposal process in 90 calendar days. This assumes that the entire area of the City will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The Contractor must be aware that it might not be possible to initiate operations in all parts of the City simultaneously immediately after a storm.
- G. Objectives:
 - 1. Work under this section consists of post-storm/disaster operations to collect, characterize, package, transport and dispose of Hazardous, Toxic or Radiological Waste (HTRW). This work is divided into two categories:
 - a. Household Hazardous Waste (HHW) and
 - b. Industrial/Commercial Hazardous Waste (ICHW).
 - 2. Categories HHW and ICHW are to be performed on a unit price basis.
- H. Hazardous, Toxic or Radiological Waste (HTRW) operations will include:
 - 1. Category 1- Household Hazardous Waste (HHW)
 - a. Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance

products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders, etc.

- b. The Solid Waste Director will identify specific pickup locations or areas for HHW collection. The Contractor will not have to sort through rights-of-way debris piles looking for potential HHW materials. Residents will be instructed to place their HHW items in separate piles that will be easily identifiable or to take HHW materials to designated drop-off locations. This will allow citizens to return to their properties and bring debris and HHW to the rights-of-way as recovery progresses. The Solid Waste Director will prescribe the specific procedures to be used after ascertaining the scope and nature of the disaster's impacts.
- c. The general concept of HHW collection from TDSR sites will only be once a day for approximately 3 weeks or as directed by the Solid Waste Director.

2. Category 2- Industrial/Commercial Hazardous Waste (ICHW)

- a. Material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive.
- b. The Solid Waste Director will identify the location of certain commercial and industrial hazardous and toxic waste, low-level radiological wastes, biological, medical (including possibly infectious wastes) and animal carcass wastes, and petroleum and other wastes, including spills discovered upon City rights-of-way or City property. Once identified, the Contractor will be responsible for collection, characterization, packaging, transportation and disposal actions. All activities will be coordinated with the City Solid Waste Director before work begins.
- c. Definitions for the waste types detailed above may be found within the regulatory citations detailed in the contract. This includes materials, whose source may be non-residential or unidentified, which may come to rest on City property. This scope of work does not include explosives. The Contractor's responsibility will include disaster related spill response in the City rights-of-way or on City property.

I. Preparedness:

Key personnel, proposed by the Contractor must participate in the City's annual hurricane preparedness training activities, a maximum of two days each year.

J. Prepositioning:

Upon activation of the contract, Contractor must provide a two-person management team on-site to participate in advance recovery preparations. Expected time frame for activation is approximately 48 hours prior to projected hurricane landfall. The purpose is to initiate actions necessary to ensure that Contractor resources will be able to begin HHW/ICHW operations within 24 hours of receiving the Notice to Proceed from the City.

K. Inspection of Hazardous, Toxic or Radiological Waste (HTRW) Debris:

As soon as possible after the storm/disaster event has subsided, the Contractor must make a detailed and thorough on-site inspection with a representative from Solid Waste Services of areas from which HHW/ICHW is to be removed. Contractor should consider:

1. Amounts and types of Hazardous, Toxic or Radiological Waste (HTRW);
2. Working conditions such as traffic, street/road width, and land use;
3. Means to ingress and egress work areas; and
4. All other factors affecting the work.

L. Coordination:

Hazardous, Toxic or Radiological Waste (HTRW) clearing and removal is limited to that which is determined by the Solid Waste Director to be in the interest of public safety and that which is considered essential to the economic recovery of the affected area. The Solid Waste Director will determine priorities for HHW/ICHW Clearing and Removal. The Contractor must coordinate with other contractors and other public and private entities also performing recovery operations.

M. Collection, Characterization, Packaging, Transportation and Disposal of Hazardous, Toxic or Radiological Waste (HTRW):

The Contractor will remove Hazardous, Toxic or Radiological Waste (HTRW) debris from the rights-of way and City property to allow for the movement of emergency vehicles, law enforcement, resumption of critical services, and damage assessment of critical public facilities and utilities.

1. First collection priorities are to remove Hazardous, Toxic or Radiological Waste (HTRW) from the following facilities:
 - a. Police Department
 - b. Fire Stations
 - c. Corpus Christi International Airport
 - d. Hospitals

2. Secondary Collection Priorities Secondary collection priorities are to remove Hazardous, Toxic or Radiological Waste (HTRW) from the following facilities:
 - a. City Hall
 - b. City Service Center
 - c. County Courthouse
 - d. Elliott Landfill
 - e. Maintenance Services
 - f. Water Filtration Plants
 - g. Wastewater/Sewage Treatment Plants
 - h. Other Facilities so designated by the Solid Waste Operations Director
3. Hazardous, Toxic or Radiological Waste (HTRW) removal priorities above may be adjusted by the Director of Solid Waste at any time during recovery operations.

N. Pickup Locations:

The Director of Solid Waste will identify specific pickup locations or areas for Hazardous, Toxic or Radiological Waste (HTRW) collection. The Contractor will not have to sort through rights-of-way debris piles looking for potential Hazardous, Toxic or Radiological Waste (HTRW) materials. Residents will be instructed to place their Hazardous, Toxic or Radiological Waste (HTRW) items in separate piles that will be easily identifiable or to take Hazardous, Toxic or Radiological Waste (HTRW) materials to designated drop-off locations. This will allow citizens to return to their property and bring debris and Hazardous, Toxic or Radiological Waste (HTRW) to the rights-of-way as recovery progresses. The City Solid Waste Director will prescribe the specific procedures to be used after ascertaining the scope and nature of the disaster's impacts.

O. Hazardous, Toxic or Radiological Waste (HTRW) Removal:

Exhibit A, "Removal Zones", identifies areas within the City where Hazardous, Toxic or Radiological Waste (HTRW) removal is required, as well as the locations of TDSR sites assigned to each zone. During HHW/IC HW removal operations, extreme caution must be exercised by the Contractor to ensure that no damage is done to public or private properties. The Contractor will be responsible for repair/replacement of any damage caused by negligence to public or private property to the satisfaction of the Director of Solid Waste at no additional cost to the City.

P. Loading/Hauling:

1. All vehicles utilized in hauling Hazardous, Toxic or Radiological Waste (HTRW) must be equipped with adequate means for containing the load, including canvas covering while transporting the material.

2. Covering must effectively prevent Hazardous, Toxic or Radiological Waste (HTRW) from being blown or bounced off the vehicles. Sideboards or other extensions to the bed will be permitted provided they meet state and local requirements, cover the front and two sides, and are substantially constructed.
3. Sideboards must be constructed of two-inch (2") by six-inch (6") boards or greater and may not extend more than 2 feet above the metal bed sides.
4. Vehicles must be equipped with a tailgate that will effectively contain the HHW/ICHW on the vehicle while hauling, and also permit the vehicle to be loaded to capacity.

Q. Disposal of Hazardous, Toxic or Radiological Waste (HTRW):

1. All Hazardous, Toxic or Radiological Waste (HTRW) must be disposed of according to current local, State, and Federal regulations at approved landfills.
2. Contractor's responsibilities include the following:
 - a. Provide the services described in the Contract upon receipt of a Notice to Proceed from the City Solid Waste Director immediately following a hurricane or other disaster.
 - b. Furnish all equipment, material, and labor required to collect, categorize, transport, and properly dispose of all HHW/ICHW.
 - c. Assume all liability and responsibility for collected Hazardous, Toxic or Radiological Waste (HTRW) waste from the time the work begins until final disposition, including but not limited to handling and transportation to a City of Corpus Christi approved disposal site.
 - d. Be responsible for all costs incurred in the handling of collected Hazardous, Toxic or Radiological Waste (HTRW) including categorization, packaging, transporting, disposal, and marketing of recyclables if appropriate.
 - e. All collected Hazardous, Toxic or Radiological Waste (HTRW) is subject to regulations and restrictions imposed by the EPA and the Texas Commission on Environmental Quality (TCEQ) or its successor agency.
 - f. Keep all records that may be required by law or by the City under this contract for the purpose of payments to the Contractor or reimbursement to the City for disaster related expenses.
 - g. Mobilize to the site provided by the City and commence with site set-up activities to facilitate the timely receipt of Hazardous, Toxic or Radiological Waste (HTRW).

R. General Concept of Operations:

1. The Contractor shall provide a two person management team on-site within 24 hours following Notice to Proceed to participate in recovery

evaluation planning. The purpose is to initiate actions necessary to ensure that Contractor resources match the anticipated work load.

2. Contractor will establish a Hazardous, Toxic or Radiological Waste (HTRW) processing site a location acceptable to the City of Corpus Christi to be fully operational within 7 days. Collection priorities will be coordinated by the Solid Waste Director. Emphasis will be placed on those materials posing an imminent threat to public health and safety.
3. The Contractor shall establish and implement a curbside HTRW collection program in consultation with the Solid Waste Director as soon as public rights-of-way are cleared for traffic. Curbside collection shall occur at prescribed intervals as specified by the Solid Waste Director.
4. The Contractor shall also establish and implement periodic collection of Hazardous, Toxic or Radiological Waste (HTRW) at the designated TDSR sites in coordination with the TDSR site Contractor and Solid Waste Director.
5. The Contractor shall allow the City or regulatory agency monitoring personnel to oversee and assess the collection, characterization, packaging, transportation, and disposal of Hazardous, Toxic or Radiological Waste (HTRW) through monitoring and spot inspection of records and field activities.
6. The Contractor shall respond to spills and releases of other hazardous materials in public rights-of-way or on other public property. Spill response will include the prevention of movement of materials into waterways or public rights-of-way, clean-up of spills and other releases, and the identification and notification to the Solid Waste Director of spills which are beyond the response capabilities of the Contractor.
7. The Contractor may conduct such recycling of materials as may be agreed to between the Solid Waste Director and the Contractor following a natural disaster, or such recycling as the Contractor feels it may be capable of accomplishing provided that the recycling effort does not retard the expeditious collection and disposal of Hazardous, Toxic or Radiological Waste (HTRW) from public rights-of-way and public property.
8. The Contractor shall maintain such records as to demonstrate lawful disposal of all materials as are required by law and specified herein. The Contractor shall also provide all such cost accounting information as may be required by the City to satisfy cost documentation for FEMA.
9. The Contractor shall cooperate with the clearing, hauling, and TDSR site Contractors in an efficient manner to facilitate the timely removal of HTRW from all City property and TDSR sites.

10. Contractor shall mobilize with appropriate equipment and personnel to the HTRW processing site within 24 hours of Notice to Proceed. The site must be fully operational within 7 days of Notice to Proceed. Contractor must coordinate with the Solid Waste Director prior to mobilization and setting up operations.
11. The Contractor shall be directly responsible for the following administrative tasks and resources:
 - a. The overall management and coordination of the entire disaster response with full authority to make and alter assignments of their own employees and subcontractors.
 - b. Interfacing daily with the Solid Waste Director on all planning and operational matters and will submit a detailed daily report, as required.
 - c. Generating a damage assessment, estimate the needed manpower and activate the initial response and mobilization plan.
 - d. Management of all field operations for each specific location including all ongoing activities and personnel under each specific contracted area including but not limited to locating staging areas, locating reduction sites, determining possible recycling methods, determining debris removal routes, generating schedules, hiring subcontractors, conducting equipment maintenance, restoring debris site(s), reducing debris, containing hazardous waste and disposing of all debris.
 - e. Communication between the Contractor's field operations personnel and their home office personnel critical for a seamless operation.
 - f. The collection, processing and storage of all debris project files and all other supporting documentation and reports.
 - g. Managing the field office, employing and training local individuals to work in field office.
 - h. Mobilizing immediately following the Notice to Proceed and remain in place throughout the project.
 - i. Directing and coordinating the actions of the individual crews and task area managers.
 - j. Setting up an Office trailer with communications and a generator
12. The Contractor shall also manage the following resources and collection site tasks:
 - a. The supervision of all Contractor employees and subcontractors working in each specific areas/sections.

- b. Provide a regular assessment of ongoing and completed work within assigned areas/sections to ensure quality and safety are maintained.
- c. Investigate any notifications of unsatisfactory work, property damage or unsafe conditions and submitting a detailed report to the Solid Waste Director. All complaints will be reported, remedied and documented to show all necessary repairs/changes have been completed to the citizen's satisfaction.
- d. Develop and implement an incident specific Field Safety Plan. The plan must conform to the City's standing Safety Plan and Policy and will include safety training programs, field safety awareness initiatives, safety briefings for new Contractor employees and subcontractors, a program for site safety inspections and a comprehensive safety incident and action tracking/reporting system which must be available for review upon request.
- e. Assure all safety meetings are conducted regularly, including daily tailgate meetings for all crews and for providing regular safety reports to the Solid Waste Director.
- f. Manage the investigation and documentation of all accidents that may occur and make sure the Solid Waste Director is provided with follow-up reports about any incidents.
- g. Manage the development of Debris Management Site (DMS) site plans and construction, day to day site monitoring, communication directions to all subordinates at the temporary Debris Management Sites to ensure all environmental regulations are being followed.
- h. Receive, identify, sort, and prepare for disposal all incoming household and business hazardous waste.
- i. Verify hazardous waste and classify them for disposal.
- j. Maintain inventories of hazardous material on-site.
- k. Maintain equipment inspection logs and facility records.
- l. Follow procedures for waste management and chemical handling, including sampling, weighing, and storing chemical containers.
- m. Ensure all environmental regulations are being followed.
- n. Initial identification of HHW / ICHW material deposited at the curbside or on City property after the citizens place their HHW in separate piles.
- o. Consolidate items from individual homes at curbside locations on plastic sheets or in plastic bins to await pickup with the objective of proceeding through the areas of concern in order to stage a sufficient amount of HHW and improve the efficiency of the HHW Pick-up.

- p. Pick-up consolidate and prepackage HHW and transport these items to the site selected by the City for segregation by hazardous class allowing for the pick-up coordination of the full bins and the re-supply of empty bins.
 - 13. Assure Collection Site Management Crews are properly fitted with the require personnel protection equipment (PPE). HTRW recovery normally requires Level D protection, which includes breathable oversuit, eye protection, safety shoes, hardhat, and hand protection.
 - 14. The Contractor shall coordinate and direct the HTRW separation, pickup and packaging.
 - 15. The Contractor assure that the Waste Separation Crews are properly fitted with the require personnel protection equipment (PPE). HHW recovery normally requires Level D protection, which includes breathable oversuit, eye protection, safety shoes, hardhat, and hand protection.
 - 16. The Contractor is responsible for assuring that the Waste Pick-up Crews are fitted with the required personal protection equipment (PPE). Hazardous, Toxic or Radiological Waste (HTRW) recovery normally requires Level D protection, which includes breathable oversuit, eye protection, safety shoes, hardhat, and hand protection.
 - 17. It is the Contractor's responsibility to determine if P100 Dust Masks are required during the collection operations.
 - 18. The Contractor shall pick-up the consolidated and prepackaged HHW and transport these items to the site selected by the City for segregation by hazardous class. The Contractor shall coordinate and handle the pick-up of full bins and the re-supply of empty bins.
 - 19. The Contractor shall segregate the HHW into hazardous classes as it is received from the Waste Pick-up Crews.
 - 20. Based on the characterization of the waste, the waste shall be packaged following Federal, State, and USDOT requirements and applicable OSHA standards to protect personnel during packaging and handling operations. Any material requiring containerization shall be repackaged as necessary. The Contractor shall insure that materials temporarily staged next to one another are compatible and shall not pose a health and safety hazard.
- S. Training and Qualifications of Personnel:
- 1. Contractor will ensure that all personnel involved with this program are trained for the level of expertise required for the task, including, in the areas of chemical incompatibility, spills, and general first aid procedures in accordance with 29CFR 1910.120.

2. The Contractor will provide personnel with both handling and personal protective equipment appropriate to ensure the safe handling of Hazardous, Toxic or Radiological Waste (HTRW).
3. The Contractor shall be trained in the proper procedures for identifying and managing hazardous, biological, medical, and radiological wastes in accordance with applicable Federal and State regulations.
4. The Contractor will provide a two person management team to participate in an annual disaster preparedness training program of not more than two days.

T. Safety and Spill Contingency Plans:

1. The Contractor is responsible for ensuring that Hazardous, Toxic or Radiological Waste (HTRW) is properly handled, packaged, and disposed of in a lawful manner and in a manner so as to prevent health and safety hazards created by the improper combination of wastes.
2. The Contractor is responsible for ensuring that all contractor and subcontractor personnel involved with Hazardous, Toxic or Radiological Waste (HTRW) operations are appropriately trained, qualified, outfitted, equipped and monitored in accordance with all applicable federal and state of Texas occupational health and safety requirements, including but not limited to current OSHA regulations for hazardous waste operations.
3. The Contractor is responsible for maintaining the appropriate safety requirements, depending upon the associated hazards, volume of traffic and weather conditions. All operations must be performed in a safe manner in accordance with State and Federal regulations. Contractor shall operate all vehicles and equipment in a safe and effective manner. Special attention must be paid to the operation of collection trucks in residential areas following a natural disaster to preclude injury to pedestrians, particularly children.
4. The Contractor shall follow basic protection guidelines, which include but are not limited to the following:
 - a. Wearing of work uniform, safety glasses/chemical splash goggles and safety shoes.
 - b. Wearing of chemical resistant gloves; Tyvek coveralls/apron will be required when handling waste materials.
 - c. Lab packaging of Hazardous, Toxic or Radiological Waste (HTRW) will require the appropriate level of protective gear, with the addition of a protective over suit.
 - d. Ensuring that an individual air-purifying respirator, equipped with organic vapor/acid gas/high efficiency combination cartridges, is

available within reach of all personnel who are opening any containers.

- e. Segregation and packaging of liquid waste will require Tyvek coveralls/apron, chemical resistant gloves and boots. Additionally, respirator protection and chemical goggles/face shield (if not using a full-face respirator) may be required.
 - f. Development, adherence to, enforcement of, and maintenance of a site safety plan consistent with current OSHA requirements in 29CFR.
 - g. Ensuring that all personnel involved in Hazardous, Toxic or Radiological Waste (HTRW) operations are properly trained (HAZWOPER, etc.) and certified consistent with current OSHA requirements in 29CFR.
5. Spill Contingency Plan During Collection Operations:
The Contractor is responsible for coordination of collection activities with emergency services and fire departments. A list of these agencies and service will be maintained at the collection facility and will consist of, but not be limited to the following:
- a. Phone number and address of TCEQ
 - b. Ambulance and rescue services
 - c. Fire and police departments
 - d. Directions to the appropriate hospital
6. Emergency Response guidelines include but are not limited to the following:
- a. Employee Related Safety:
 - The Contractor shall render minor first aid in situations of injury and exposure.
 - The Contractor shall maintain a first aid kit with sufficient supplies to care for minor injuries and exposure.
 - The Contractor shall provide an on-site personal eyewash station.
 - In a situation of inhalation of a toxic compound, the individual(s) must be removed to fresh air and transported to an emergency medical facility. Other personnel will be evacuated as necessary. If transportation/evacuation by the Contractor is not feasible, personnel will continue first aid treatment until medical personnel arrive.
 - The Contractor shall have the equipment necessary to evaluate potentially radioactive materials.

b. Waste Related Safety:

- Waste related incidents include, but are not limited to: splashes, spills, fires, explosions, chemical reactions or releases of toxic gases or vapors, and radiation.
- In a waste related emergency situation, the Contractor is responsible for assessing the situation and will initiate the appropriate action.
- The Contractor shall maintain on-site emergency spill response equipment including Class AFC dry chemical fire extinguishers, absorbent and shovels.
- Where appropriate, the Contractor shall restrict public access to the collection areas as deemed necessary.
- Collection areas shall be designated non-smoking and shall be posted with "No-Smoking" signs.
- Notification of State and local emergency agencies is the responsibility of the Contractor.

U. The Contractor will be responsible for enforcing the following General Rules Governing Personnel Handling Hazardous, Toxic or Radiological Waste (HTRW):

1. Eating, drinking and smoking are strictly prohibited at all active work locations.
2. All atmosphere supplied respiratory devices must meet at least the requirements of the specifications for Grade D breathing air as described in the Compressed Gas Association Commodity Specification G-7.1-1966.
3. If evacuation is necessary, the Contractor shall ensure that:
 - a. All on-site personnel and program customers are alerted.
 - b. All personnel, volunteers and customers are evacuated to a pre-designated area.
 - c. A count will be made of all personnel.
 - d. No person is assigned to a task that requires the use of respiratory protection, until they are trained and determined to be physically capable of using such devices. This determination will be made by a physician.
4. Beards, facial hair and sideburns (which may interfere with respirator sealing) are prohibited for all personnel using respiratory protection, including Contractor, City staff, visitors, volunteers, State and Federal representatives.

5. The Contractor will have the authority to remove anyone from the collection site and prohibit their re-entry if the Contractor determined that the person threatens site safety and/or security.
6. Materials shall be identified to the degree necessary to prevent the mixing of substances that would create a health or safety problem due to ignition, fumes or explosion.
7. All personnel shall observe the City's (and Contractor's) drug and alcohol policies.

V. Site and Operational Security:

1. The City will determine the site of the primary facility for accepting, storing, processing, and recycling of HTRW. This facility shall be secured daily at closing by locking all samples, packaged chemicals, site materials, emergency equipment, etc., in the appropriate storage buildings.
2. Any storage building or transport trailer containing collected wastes must be appropriately marked to discourage tampering.

W. Waste Determination and Identification:

1. The Contractor shall work in conjunction with the Solid Waste Director in assessing the volumes, types, and locations of HTRW located within the City following a hurricane or other natural disaster.
2. The Contractor shall, where possible, adequately classify and segregate waste for proper packaging, transportation, and disposal.
3. The Contractor shall test waste or have it tested to the extent necessary or practical for packaging and transport according to United States Department of Transportation (USDOT) hazard classes and disposal requirements. The Contractor will provide equipment for use on-site that will be used to identify or categorize waste for disposal.

X. Collection:

1. General Collection Procedures:
 - a. The Contractor shall be responsible for responding to the collection requirements based on priorities established by the Solid Waste Director.
 - b. The Contractor shall be responsible for collection debris from the curbside, City rights-of-way, and all TDSR sites. HTRW will only be removed from private property when there is a significant threat to human health and safety and the Contractor is notified in writing by the Solid Waste Director.

- c. The Contractor shall complete interim measures to contain and abate HTRW that may spread and cause additional hazards for the City.
- d. The Contractor shall collect HTRW only during daylight hours.
- e. The Contractor shall make a minimum of three passes over the City in conjunction with the debris hauling Contractor to be completed at the following intervals unless directed otherwise by the Solid Waste Director:
 - **Initial Pass:** Within 72 hours of being notified by the Solid Waste Director that a street, block or section of the city is cleared.
 - **Second Pass:** Not more than one week later or as directed by the Solid Waste Director.
 - **Third Pass:** Not more than three weeks after the second pass or as directed by the Solid Waste Director.

Y. TDSR Sites:

1. The Contractor shall make daily passes to each of the designated TDSR sites for collection of HTRW or as directed by the Solid Waste Director.
2. Prior to deployment, all vehicles are to be equipped with the proper operation and safety equipment as specified in the safety plan. The Contractor shall provide for communications with all vehicles during daily operations.
3. The Contractor's services shall also include emergency spill response.
4. During curbside pick-up of HHW, the Contractor shall consolidate packages without opening into lab packs or over-packs. Bulking or mixing of materials will not be allowed at curbside.

Z. Provision for Shipping Containers:

The Contractor shall provide containers and packaging for shipping hazardous wastes that meet transportation and disposal requirements and applicable State and Federal requirement. Shipping containers shall, to the maximum extent possible, conform to the container sizes listed in the pricing portion of this contract.

AA. Other Pre-shipment Tasks:

The Contractor shall utilize an inventory control system that ensures proper record keeping and manifesting of hazardous waste shipments. Preparation of waste for shipment must be in accordance with applicable USDOT regulations regarding packaging, labeling, marking, and display of placards.

BB. Transportation to Temporary Site:

1. The City will provide a location for the temporary storage, segregation, and recycling of HTRW.
2. The Contractor shall establish procedures for the transportation to and from the temporary site in accordance with all applicable Federal requirements concerning the transportation of HTRW. Such procedures shall be designed to ensure that prevention of loss of material and the efficient movement of material to the temporary site.

CC. Additional Testing:

The Contractor shall conduct additional testing of materials only at the predetermined site for appropriately classifying, segregation, packaging, transporting, and disposing of HTRW. Such additional testing shall be designed to ensure packaging of similar materials, and to provide information necessary to select appropriate disposal sites so incompatible materials are not commingled.

DD. Batch Processing:

Batch processing of materials will be allowed by the Contractor in the interest of time and cost-effectiveness. As a matter of public safety, batch processing will be allowed only at the site determined by the City of Corpus Christi. Batch processing at any other location is prohibited. In cases where batch processing is undertaken, the Contractor will characterize the materials, record the nature of the materials, and segregate by grouping materials of the same hazard characteristics.

EE. Preparation of Material for Transport:

1. The Contractor shall supply all necessary technical personnel, labor, equipment, and materials to properly collect, categorize, package, mark, label, and load for transport all Hazardous, Toxic or Radiological Waste (HTRW) located.
2. The Contractor shall, to the extent practical, segregate HTRW. Following receipt of the waste, the Contractor's chemist will check each container for proper labeling and identification. If the container is properly identified, the material will be segregated according to hazard class and prepared for packaging.
3. Once chemicals are properly identified, the Contractor shall recheck the chemicals for compatibility, list the contents on the drum container sheets, and pack the chemicals into drums or other appropriate containers.
4. All drums and other containers will be packed by the Contractor according to EPA and USDOT guidelines for proper transportation, storage, and disposal of hazardous waste. All bottles, bags, or boxes received must be closed and placed in a drum bound with a steel band

and bolt or placed in a drum or other acceptable container that is sealed. The drum or container must be filled with light weight, inert absorbent, sufficient to contain the entire volume of waste. USDOT shipping information, hazard labels, EPA codes, and a packing slip will be placed on the drum. The drums will then be given a specific Contractor code number.

5. The Contractor shall place the properly packaged, labeled and manifested drums in a trailer, or other sealed container, for storage prior to transportation to a licensed storage facility. The load will be transported in fully permitted trucks, rail cars or other authorized vehicles. The ultimate disposal of the hazardous waste will take place at federally permitted hazardous waste sites previously identified to, and approved by, the Solid Waste Director.

FF. Disposal:

1. All HTRW materials shall be transported in EPA-compliant vessels or vehicles in accordance with applicable TXDOT and USDOT regulations.
2. All HTRW materials shall be disposed of lawfully in a Federal/State permitted facility in accordance with applicable Federal and State regulations.
3. The Contractor shall provide the Solid Waste Director with the name, location, and facility permit number of all disposal facilities prior to the shipment of any HTRW.

GG. Manifests and Destruction Documentation Record Keeping:

1. The Contractor shall provide certificates of disposal showing container numbers for all waste and methods of disposal. Copies of all manifests must be provided to the Solid Waste Director.
2. Copies of certificates of destruction for all wastes taken from within the City under this contract will be provided to the Solid Waste Director in a timely manner.

HH. Contractor Created Spill Control and Response:

The Contractor is responsible for the clean-up and any associated costs of any spill as a result of its activities at the pick-up site, during transportation or at the disposal facility. Provisions will be made according to the requirements of the Contractor Spill Contingency Plan. The Contractor will clean-up spills in accordance with State and Federal regulations and verify that the clean-up meets applicable standards. The City reserves the right to verify costs and quantity of such clean-up required of the Contractor in performing tasks under the terms and conditions of this Contract.

II. ACCEPTANCE OF WORK:

1. The Contractor shall comply with State and Federal regulations concerning Hazardous, Toxic or Radiological Waste (HTRW) collection programs.
2. During the course of this work, the Contractor's representative must attend a daily coordination meeting with the Solid Waste Director or designated representative.
3. The Contractor's representative must have the authority to act on behalf of the Contractor to address and resolve issues that may arise.
4. In order to track progress in removing storm generated Hazardous, Toxic or Radiological Waste (HTRW), the Contractor shall submit a daily report in writing to the City detailing progress in collecting and disposing of HTRW. Report shall be submitted at the daily coordination meeting and include the following information:
 - a. Areas of the City where Hazardous, Toxic or Radiological Waste (HTRW) has been collected
 - b. To the maximum extent practical, an itemized list of total waste quantities collected, transported, and disposed. This list will be separated by category (HHW or ICHW).
 - c. A description of any areas of concern or potential difficulties in performing such programs in the future including recommendations for modification to the collection procedures.
 - d. Letters or Certificates of Disposal demonstrating proper disposal of hazardous waste.
5. The Contractor(s) shall also notify the Solid Waste Director of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor.
6. Hazardous Waste (HTRW) Disposal Management:
 - a. The Contractor will serve as a general Contractor for the purpose of those operations, and will use its resources to meet the obligations of the contract.
 - b. HTRW removal will generally be limited to materials in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. Contractor will be responsible for determining the method and manner of all HTRW removal and lawful disposal operations. Disposal of HTRW may be at any lawful site selected by the Contractor and approved by the City Solid Waste Director.
 - c. The general concept of HTRW removal operations includes multiple, scheduled passes of each populated area and each right-of-way

directed. This will allow citizens to return to their properties and bring materials to the rights-of-way as recovery progresses. The City will prescribe the specific procedures to be used after ascertaining the scope and nature of the disaster's impacts.

JJ. ADDITIONAL REQUIREMENTS:

1. The Contractor shall allow the City staff and/or its agent to visit and inspect the collection activities, storage, processing site and all disposal facilities at any time.
2. The Contractor shall state its compliance with all applicable rules and regulations of Federal, State, and local governing entities.
3. The Contractor shall submit a report detailing the breakdown of costs of supplies, collection, transportation and disposal. The report shall be filed within thirty (30) calendar days of completing the disposal process for any and all wastes accepted during the collection event. The Contractor shall submit all cost accounting data which may be required by the City and FEMA related to this contract.

7. Work Site and Conditions

The work shall be performed within the city limits of the City of Corpus Christi, TX. Exhibit A, "Debris Management Zones/City Maps", defines the City limits.

8. Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Solid Waste Director to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements. Work will be closely monitored by City personnel or their designated representatives and/or designated representatives of the Federal Emergency Management Agency (FEMA). The Contractor must cooperate with all monitors representing the City and FEMA.

9. Special Instructions

A. MEASURING AND MARKING:

Vehicle Measuring and Marking: Prior to commencing any debris removal work, all the beds of the Contractor's hauling vehicles must be measured, and a certified (by Contractor) listing of all vehicle bed sizes with measurements must be submitted to the Solid Waste Operations Director and updated whenever a new truck/trailer is added by the Contractor. All hauling vehicles must have the Contractor's name, vehicle number, and the measured capacity of the bed clearly visible on both sides of the vehicle. Minimum letter size shall be 3 inches in height.

B. COMPENSATION:

1. Preparation: TDSR site preparation will be paid for on a lump sum basis. This amount includes, but is not limited to, setup of up to three sites, baseline

sampling and testing at all sites, signage, and any other preparations necessary to accept debris from the designated removal zones. If the Contractor and Solid Waste Operations Director mutually agree that all three designated TDSR sites are not required, the lump sum amount stated in the Contract will be proportionally reduced to reflect the number of TDSR sites actually prepared for operation.

2. Operations and Disposal: TDSR site operations will be measured and paid for based on a unit price per cubic yard of debris that is accepted at TDSR sites for processing and disposal. The unit price per cubic yard must include all subsidiary costs including, but not limited to, labor, equipment, fuel, environmental controls, maintenance, general administration and disposal. Compensation will be based on completed load tickets administered and validated by City disposal site monitors only.
3. Closure: TDSR Site closure will be paid for on a lump sum basis. This amount includes, but is not limited to, restoration of all sites, sampling and testing at all sites, and any other activities necessary to convert the sites back to their original condition and usage. If the Contractor and Solid Waste Operations Director mutually agreed not to open all three designated TDSR sites, the lump sum amount stated in the Contract will be proportionally reduced to reflect the number of TDSR sites actually opened for operation.

C. FEES AND PAYMENT:

1. Invoices shall be submitted in accordance with the unit prices and disposal requirements specified in the Contract. Any special requirements generating the need for additional fees must be approved by the Solid Waste Director prior to such expenditure.
2. Five percent (5%) of the total Contract amount for any given collection event will be retained by the City until the satisfactory completion of all waste disposal activities, including the receipt by the Solid Waste Director of the reports specified above. The Contractor shall provide all documents pertaining to the disposition of all Hazardous, Toxic or Radiological Waste (HTRW) including but not limited to shipping manifests, bills of lading, and disposal certificates, certificates of destruction, certificates of recycling, land ban forms and waste characterization forms. Within thirty (30) days of receipt of this information, the City will pay the full retained amount for the given collection event. If, however, any questions arise as to the disposition of any waste, the City will withhold payment until the questions are resolved as specified in the proposal.
3. The City will pay tipping fees at the approved landfill. In the event the City's approved landfill is deemed inoperable due to flooding or inaccessibility, the City will identify an alternate landfill for use. The City will negotiate how the tipping fee will be assessed with the owner of the alternate landfill.
4. Payment Retainage: The Solid Waste Operations Director will withhold from the Contractor's compensation any amounts; not to exceed 5%; in connection with

deviation from acceptable procedures, negligence resulting in damage to public or private property, unreasonable rates, inadequate record keeping, invoices for work not accomplished or equipment not used, fraudulent claims, or any devious or illegal practice.

D. EQUIPMENT:

Several types and sizes of equipment to be used are listed in the Contract Price. This is intended to be a general listing at this time. Prior to beginning work, the Contractor will be required to fully identify and submit to the City each item of equipment by type, size and equipment number; the equipment number and the Contractor's name or initials must be permanently marked on each side of the vehicle at that time. Minimum letter size shall be 3 inches in height. Rates for equipment not listed in the Contract must be established with the Director of Solid Waste before such equipment may begin working.

E. EQUIPMENT STORAGE

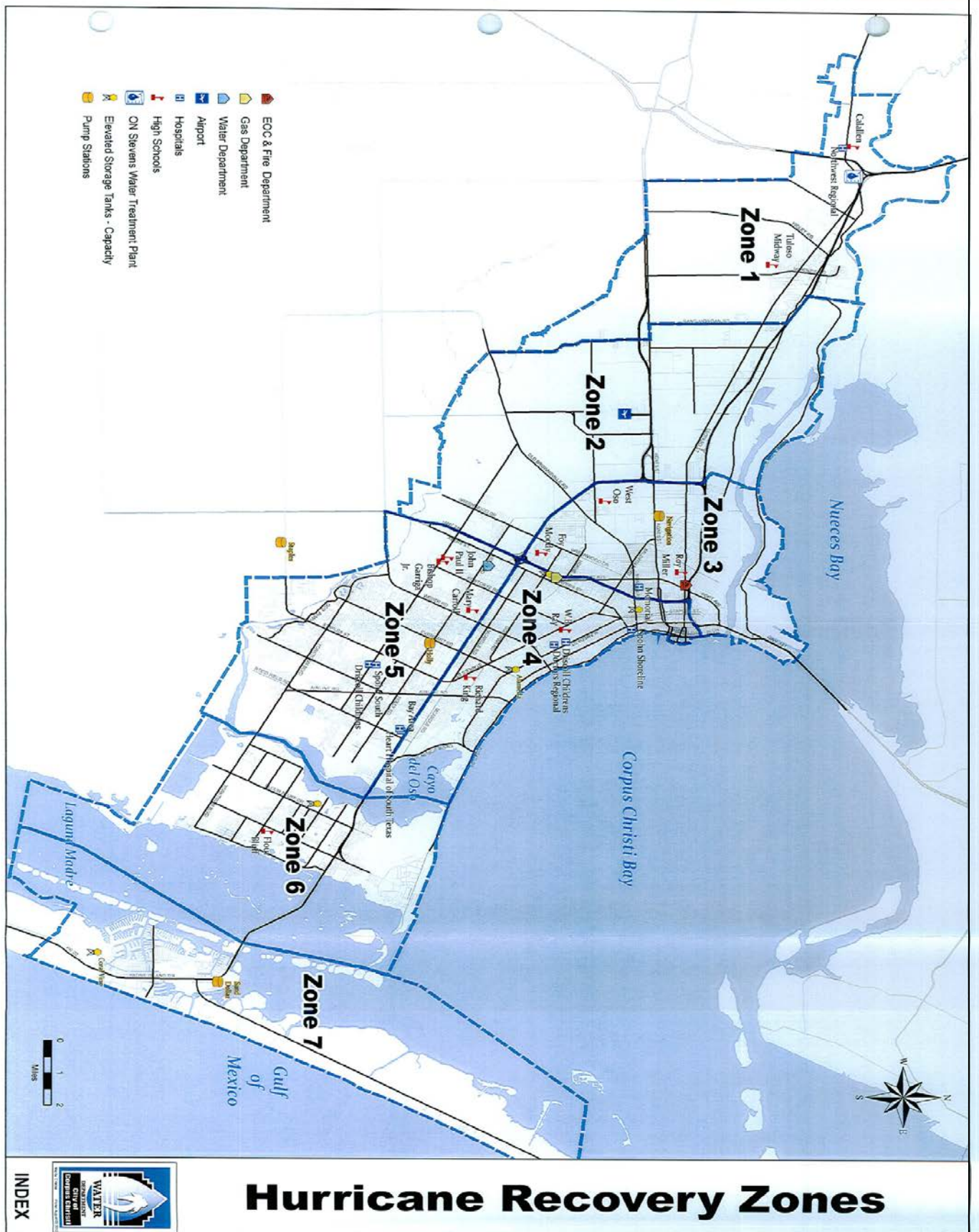
The Contractor is responsible for locating and securing areas where his/her equipment may be stored, serviced and repaired. Such areas must not be located within rights-of-way or in any areas that would impact traffic flow or produce a safety hazard. This does not preclude parking equipment for short periods of time, including overnight, in rights-of-way areas where work is in progress. On-site refueling and operating checks including daily maintenance will be allowed only at properly prepared areas.

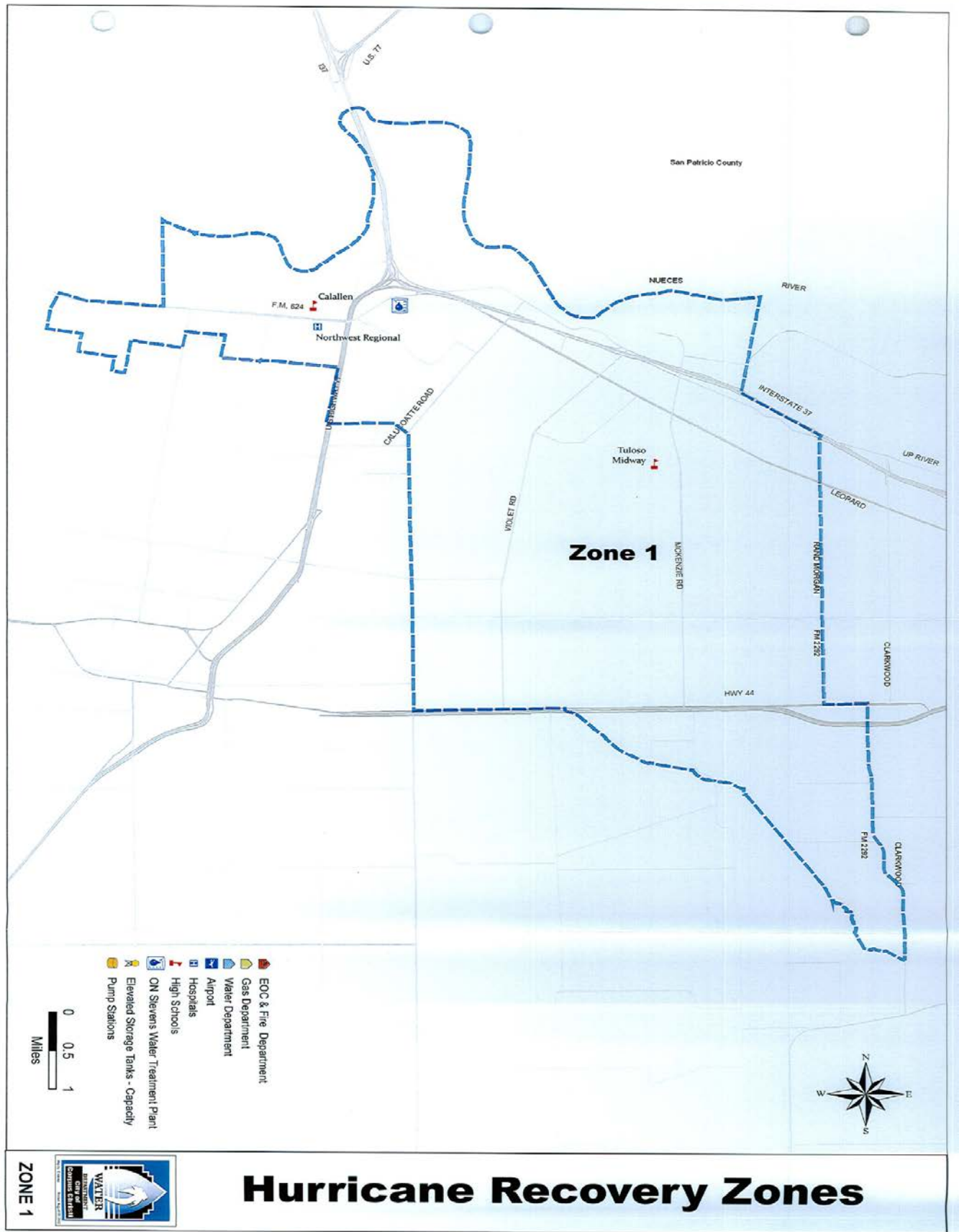
F. CONTRACTOR PERFORMANCE REVIEWS

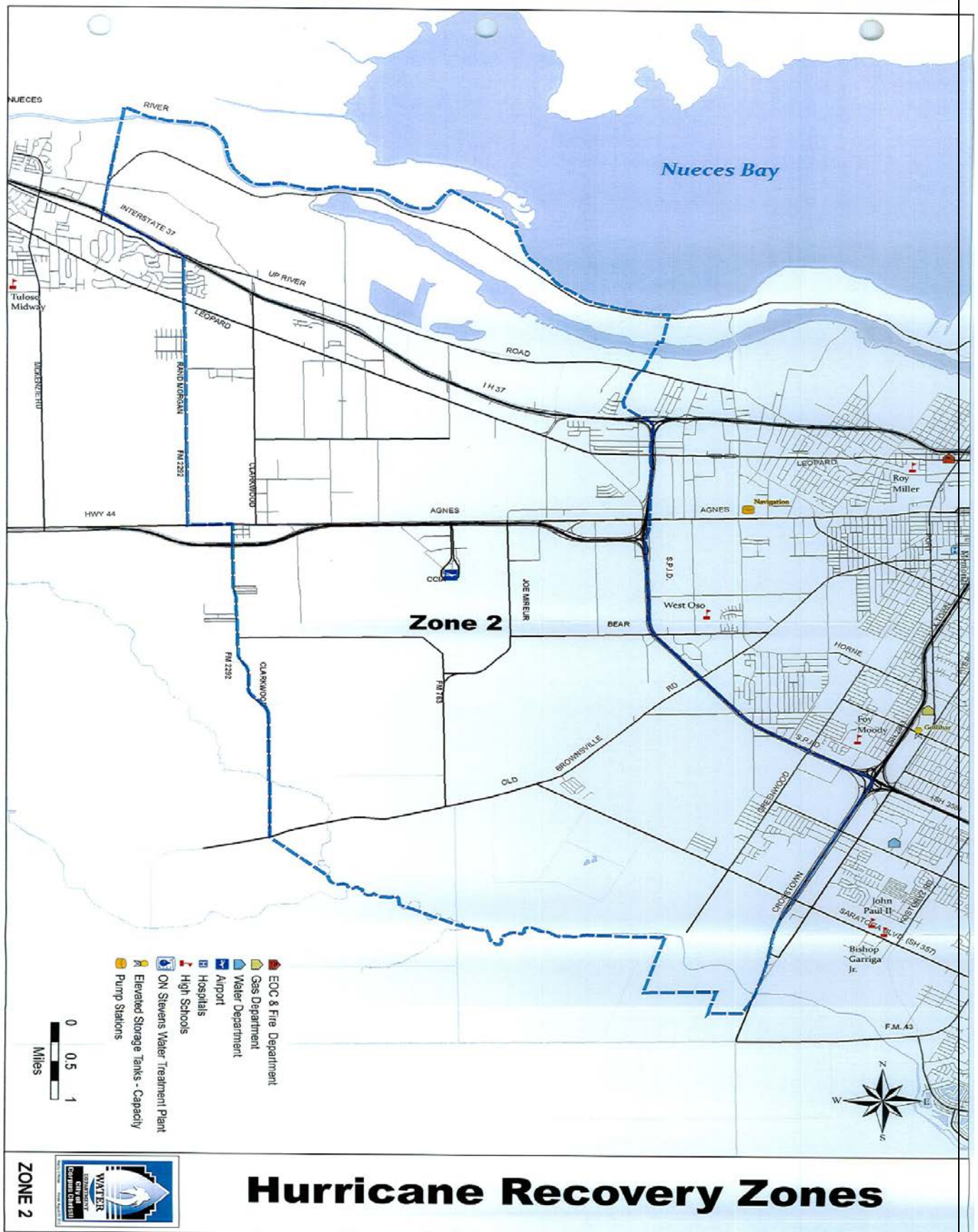
During the course of a post-natural disaster emergency response, the City will periodically review the performance of the Contractor with regard to timeliness, efficiency, effectiveness of reporting and daily communications, safety, billing, and overall performance. A final performance review will take place between thirty (30) and sixty (60) calendar days following the end of the contract term. Both parties will be given the opportunity to address specification conformance, market conditions, and other factors.

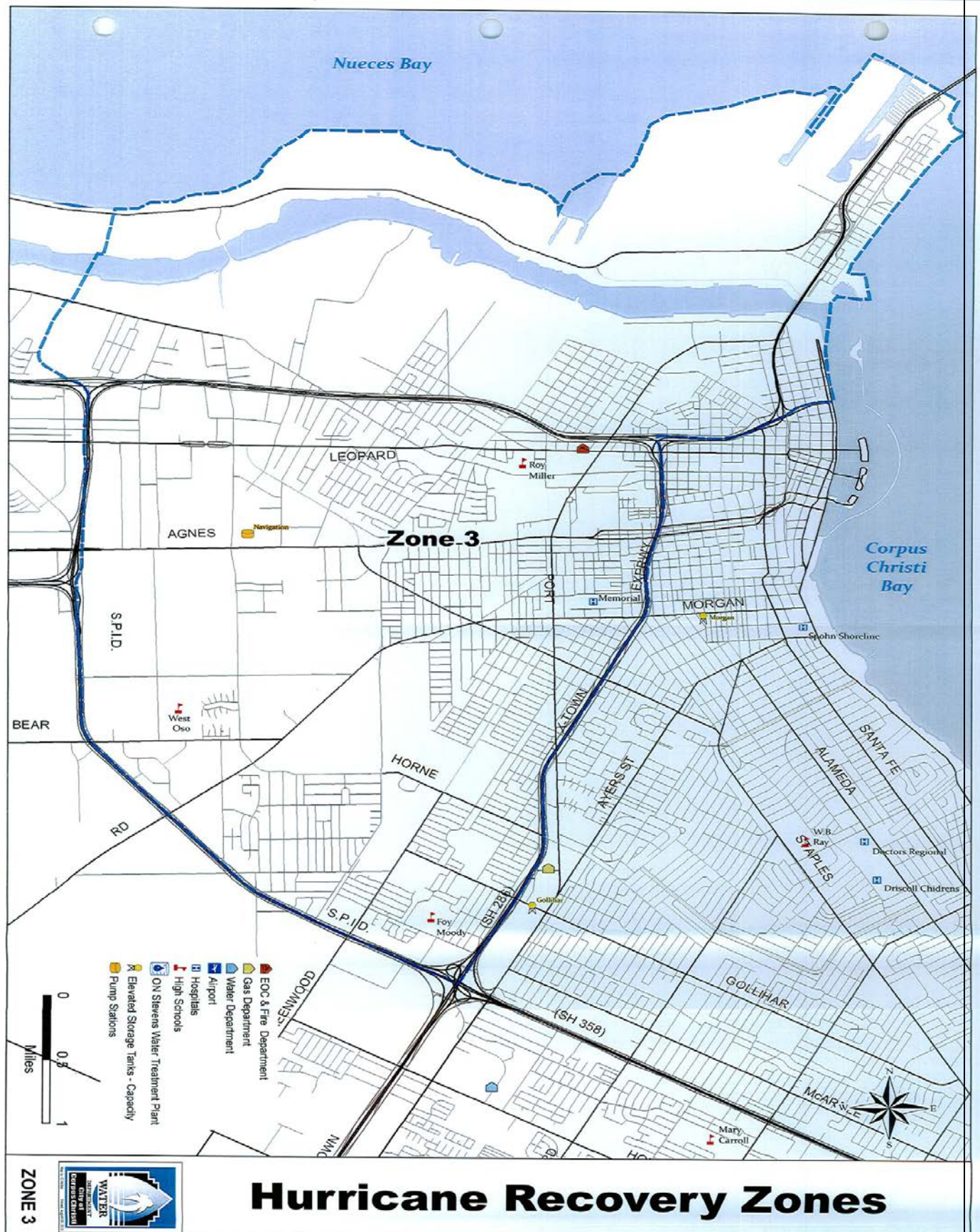
10. Exhibits

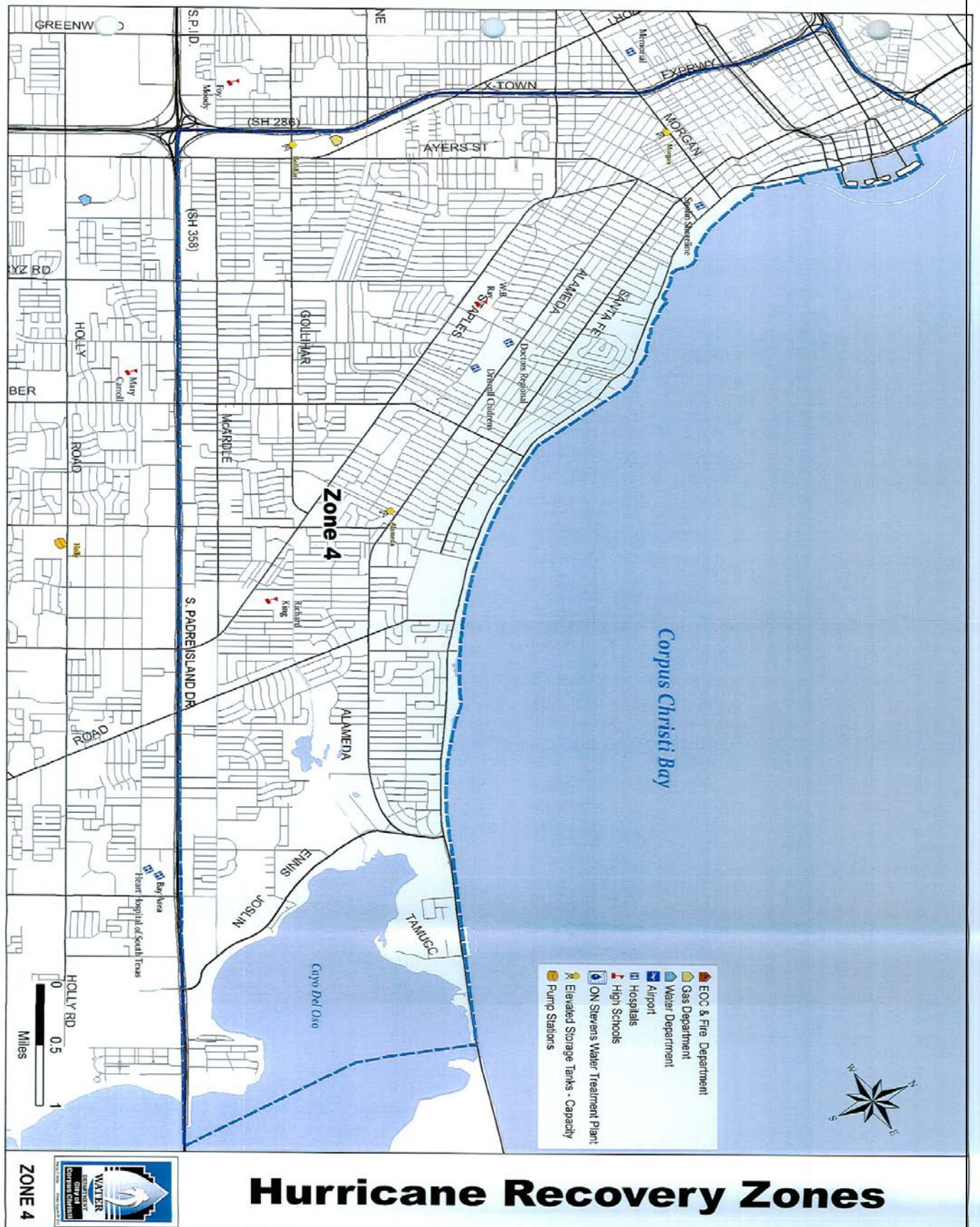
- A. Exhibit A - Debris Management Zones
- B. Exhibit B - Location of Temporary Debris Staging and Reduction Site (TDRS)
- C. Exhibit C - Clearing Priorities
- D. Exhibit D – Debris Classification
- E. Exhibit E – Tree Stump Diameter to Volume Capacity Conversion Table

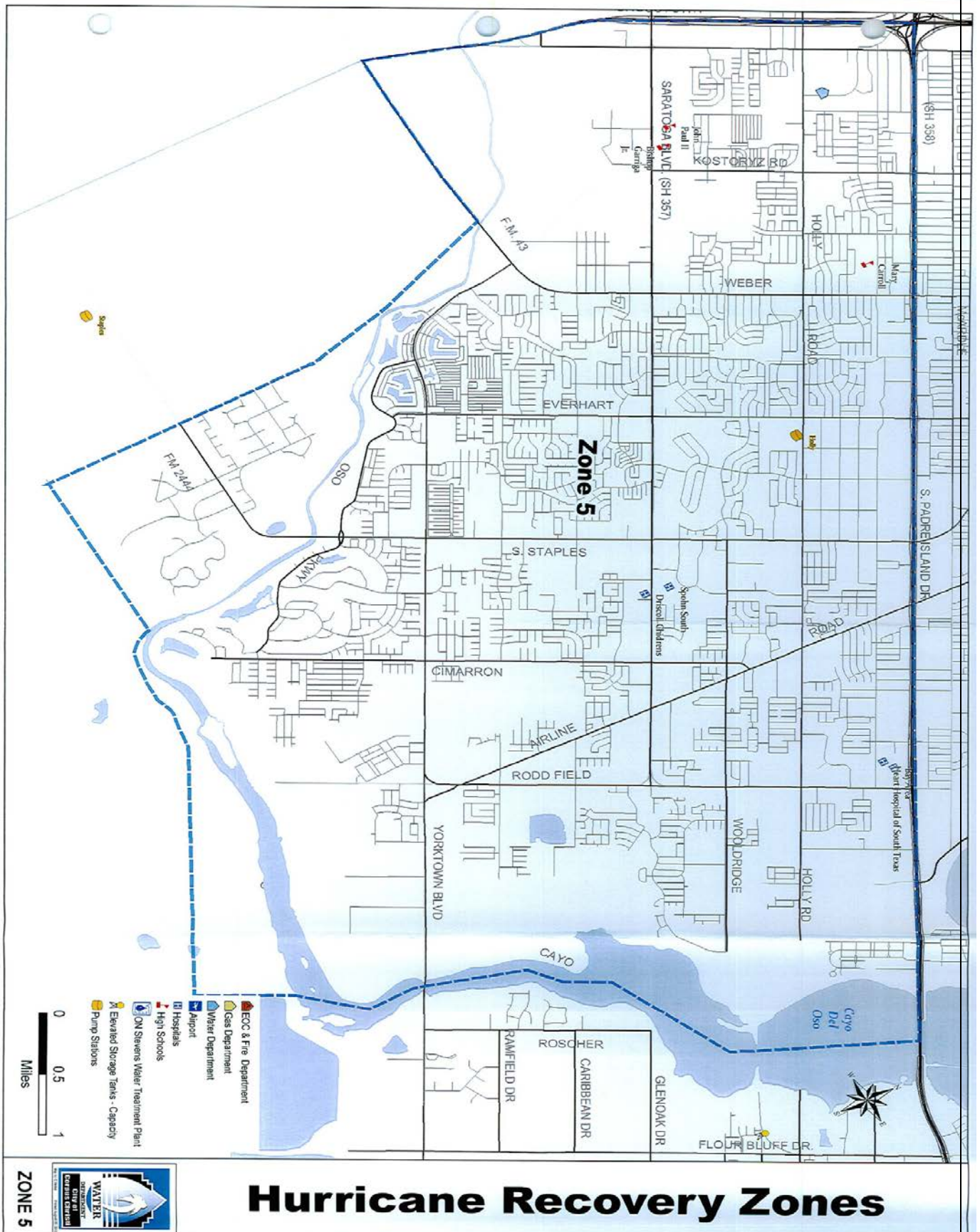


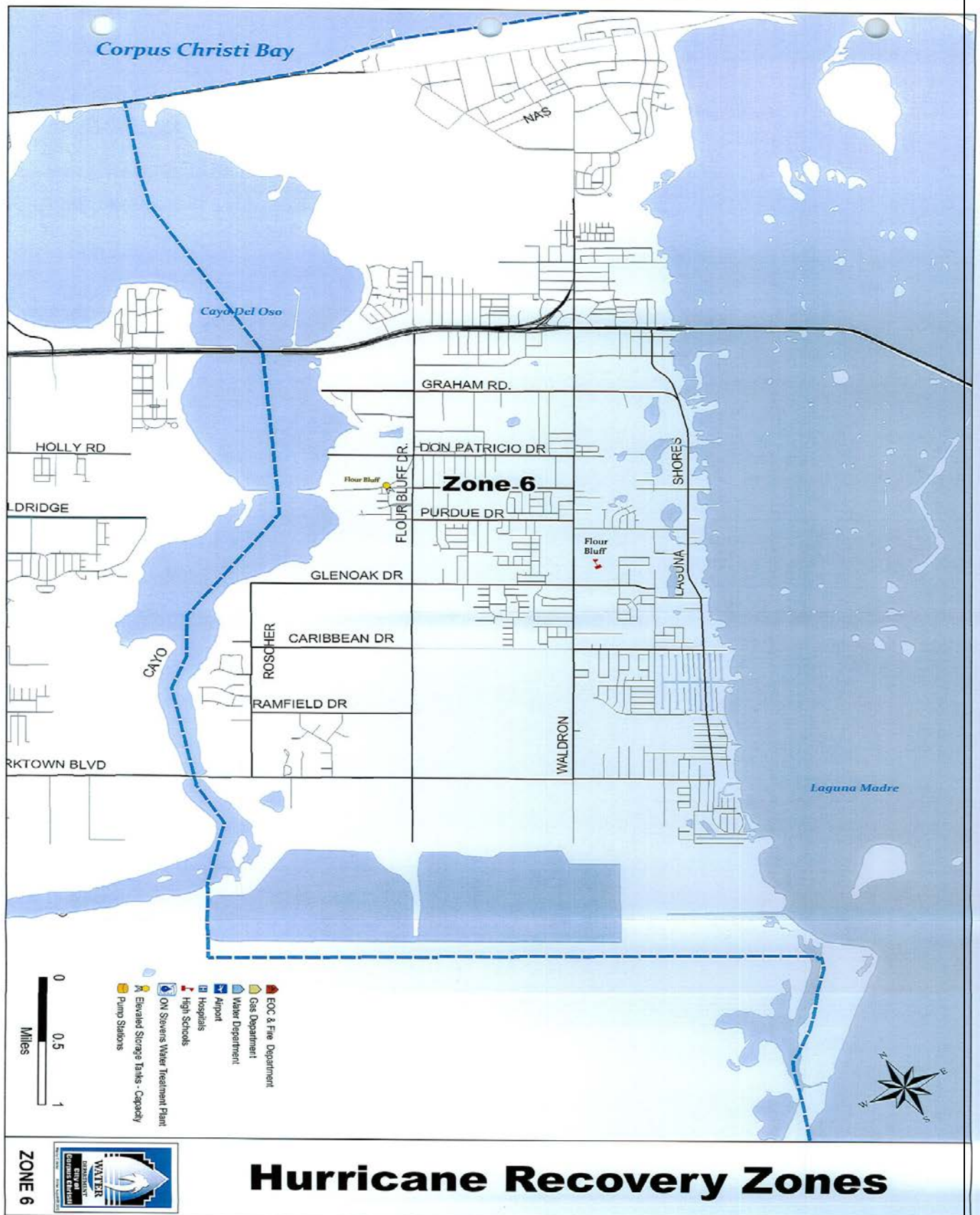












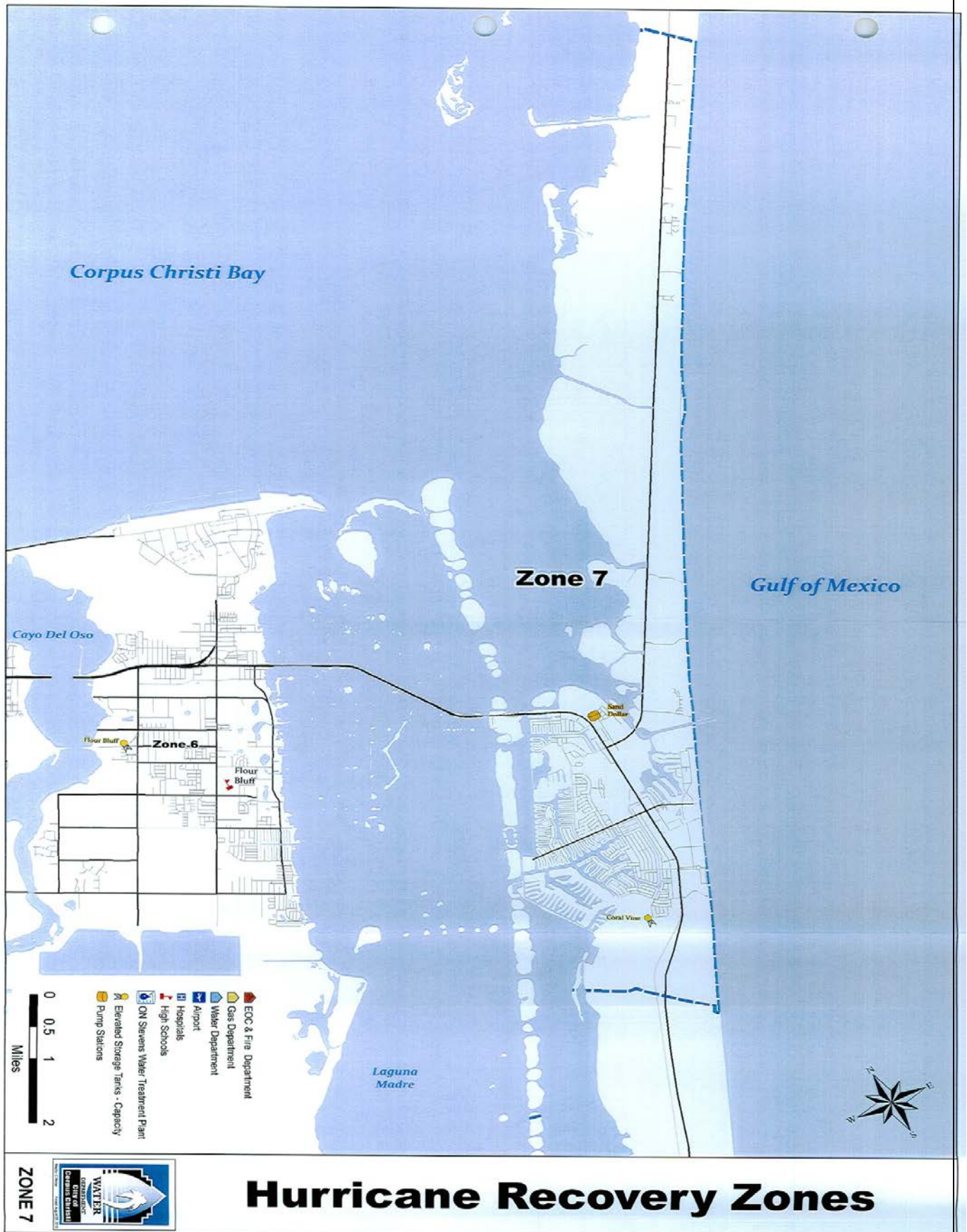


EXHIBIT B

Location of Temporary Debris Staging and Reduction (TDSR) Sites

Debris storage and reduction sites will be identified and evaluated by Solid Waste Operation staff that is familiar with the area.

Temporary debris collection sites should be readily accessible by recovery equipment and should not require extensive preparation or coordination for use. Collection sites will be on public property when feasible to facilitate the implementation of the mission and mitigate against any potential liability requirements. Activation of sites will be under the control of the Director Solid Waste Operations, and will be coordinated with other recovery efforts.

The following is a list of current temporary holding sites:

J. C. Elliott Transfer Station, 7001 Ayers St.

Cefe Valenzuela Landfill, 2397 County Road 20, Robstown, Texas

Westside Landfill Closed, 3702 Carbon Plant Rd. (Joe Fulton Highway & Herns Ferry Rd. area)

EXHIBIT C

Clearing Priorities

The debris removal process must be initiated promptly and conducted in an orderly, effective manner in order to protect public health and safety following a major or catastrophic event. To achieve this objective, the first priority will be to clear debris from key roads in order to provide access for emergency vehicles and resources into the impacted area. Key roads in The City of Corpus Christi are identified as follows:

Corpus Christi Police Department Locations:

Corona Sub 4510 Corona Dr.
Flour Bluff Sub 1456 Waldron Rd
New Annaville Sub 1925 Tuloso Rd
Old Annaville Sub 4100 Allison Rd
Saratoga Sub (Gang Unit) 2230 Saratoga

Corpus Christi Fire Stations:

Station 1 – 514 Belden St
Station 2 - 13421 Up River Rd
Station 3 – 1401 Morgan Ave
Station 4 – 2338 Rodd Field Rd.
Station 5 - 3312 Leopard St.
Station 6 - 6713 Weber Rd.
Station 7 - 3722 S. Staples St.
Station 8 - 4645 Kostoryz Rd.
Station 9 - 501 Navigation Blvd.
Station 10 - 1550 Horne Rd.
Station 11 - 910 Airline Rd.
Station 12 - 2120 Rand Morgan Rd.
Station 13 - 1802 Waldron Rd.
Station 14 - 5901 S. Staples. St.
Station 15 - 14202 Commodores Dr.
Station 17 – 6869 Yorktown Blvd
Station 18 – 6226 Ayers

Corpus Christi International Airport - 1000 International Dr.

Corpus Christi Hospitals:

Christus Spohn Memorial 2606 Hospital Blvd

Christus Spohn Shoreline 600 Elizabeth St. Christus Spohn South 5950 Saratoga Blvd.

CCMC Bay Area 7101 SPID

CCMC Doctors Regional 3315 South Alameda St.

Driscoll Children's Hospital 3533 South Alameda

Public Facilities:

City Hall 1201 Leopard St.

City Service Center 5352 Ayers St.

County Courthouse 901 Leopard St.

ON Stevens Water Plant 13101 Up River Rd

Wastewater/Sewage Treatment Facilities:

Greenwood Wastewater Treatment Plant 6541 Greenwood Dr.

Oso Wastewater Treatment Plant 501 Nile Dr.

Allison Wastewater Treatment Plant 4101 Allison Dr.

Broadway Wastewater Treatment Plant 1402 W. Broadway

Laguna Madre Wastewater Treatment Plant 201 Jester St.

Whitecap Wastewater Treatment Plant 13409 Whitecap Blvd.

Other Facilities so designated by the Director of Solid Waste Operations.

EXHIBIT D

DEBRIS CLASSIFICATION

To facilitate the debris management process, debris will be segregated by type. It is recommended that the categories of debris established for recovery operations will be standardized. The City will adopt the categories established for recovery operations by the U.S. Army Corps of Engineers. Debris removed will consist of two broad categories; clean wood debris and construction and demolition debris. Most common hurricane-generated debris will consist of 30% clean woody material and 70% construction and demolition (C&D). Of the 70% mixed C&D it is estimated 42% will be burnable but require sorting, 5% will be soil, 15% will be metals, and 38% landfill.

Definition of classifications of debris are as follows:

Burnable Materials:

Burnable materials will be of two types with separate burn locations:

- **Burnable Debris:**
Burnable debris includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; and bushes. Burnable debris consists predominately of trees and vegetation. Burnable debris does not include garbage or construction and demolition material debris.
- **Burnable Construction Debris:**
Burnable construction and demolition debris consists of non-creosote structural timber, wood products, and other materials designated by the coordinating agency representative.

Non-burnable Debris:

Non-burnable construction and demolition debris includes, but is not limited to, creosote timber, plastic, glass, rubber and metal products, sheet rock, roofing shingles, carpet, tires, and other materials as may be designated by the coordinating agency. Garbage will be considered non-burnable debris.

Exhibit E

TREE STUMP DIAMETER TO VOLUME CAPACITY CONVERSION TABLE

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

Stump diameter measured two feet up from ground

Stump diameter to root ball diameter ratio of 1:3.6

Root ball height of 31"

STUMP DIAMETER	CUBIC YARDS
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5

STUMP DIAMETER	CUBIC YARDS
46	15.2
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

ATTACHMENT B - BID/PRICING SCHEDULE



CITY OF CORPUS CHRISTI
Pricing Form
PURCHASING DIVISION
RFB No. 1491

Disaster Debris Clearing, Removal and Disposal Services

Date: 6/18/18 ☐

Bidder: TFR Enterprises, Inc ☐

Authorized
Signature:  ☐

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.

2. Quote your best price for each item.

3. In submitting this bid, Bidder certifies that:

- a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices.
- b. Bidder is an Equal Opportunity Employer, and the Disclosure of Interest information on file with City's Purchasing office, pursuant to the Code of Ordinances, is current and true.
- c. Bidder is current with all taxes due and company is in good standing with all applicable governmental agencies.
- d. Bidder acknowledges receipt and review of all addenda for this RFB.

ITEM	STAGE 1 - DEBRIS CLEARING SERVICES DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	Emergency Road Clearance	HR	70	\$ <u>375.00</u>	\$ <u>26,250.00</u>
2	Debris Removal from Water Bodies (Bays, Rivers, Streams, Canals, Lakes)	CY	1,000	\$ <u>87.00</u>	\$ <u>87,000.00</u>
3	Removal of Leaning Trees and Hanging Limbs	HR	70	\$ <u>220.00</u>	\$ <u>15,400.00</u>
4	Demolition of Structures	HR	70	\$ <u>175.00</u>	\$ <u>12,250.00</u>

ITEM	STAGE 1 - DEBRIS CLEARING SERVICES DESCRIPTION (CONTINUED)	UNIT	QTY	UNIT COST	TOTAL COST
6	Skid-Steer Loader (equipment & labor)	HR	70	\$ 145.00	\$ 10,150.00
7	Bucket Truck (equipment & labor)	HR	70	\$ 210.00	\$ 14,700.00
8	Chipper Mulcher with 8" Throat (equipment & labor)	HR	70	\$ 35.00	\$ 2,450.00
9	Chipper Mulcher with 12" Throat (equipment & labor)	HR	70	\$ 45.00	\$ 3,150.00
10	Crash Truck with Impact Attenuator (equipment & labor)	HR	70	\$ 110.00	\$ 7,700.00
11	Crew Foreman w/ Cell Phone and Pickup Truck (equipment & labor)	HR	70	\$ 60.00	\$ 4,200.00
12	Dozer Tracked D5 or Equivalent (equipment & labor)	HR	70	\$ 85.00	\$ 5,950.00
13	Dozer Tracked D6 or Equivalent (equipment & labor)	HR	70	\$ 115.00	\$ 8,050.00
14	Dozer Tracked D7 or Equivalent (equipment & labor)	HR	70	\$ 175.00	\$ 12,250.00
15	Dozer Tracked D8 or Equivalent (equipment & labor)	HR	70	\$ 190.00	\$ 13,300.00
16	Dump Truck 16 - 20 CY capacity (equipment & labor)	HR	70	\$ 155.00	\$ 10,850.00
17	Dump Truck 21 - 30 CY capacity (equipment & labor)	HR	70	\$ 165.00	\$ 11,550.00
18	Dump Truck 38 +/- CY capacity (equipment & labor)	HR	70	\$ 175.00	\$ 12,250.00
19	Generator 5.5 - 25 kw capacity	HR	70	\$ 20.00	\$ 1,400.00
20	Generator 200 - 250 kw capacity	HR	70	\$ 30.00	\$ 2,100.00
21	Generator 2500 kw capacity	HR	70	\$ 70.00	\$ 4,900.00
22	Light Plant with Fuel and Support	HR	70	\$ 40.00	\$ 2,800.00
23	Grader w/12 Blade minimum 30,000 lbs. (equipment & labor)	HR	70	\$ 110.00	\$ 7,700.00
24	Hydraulic Excavator, 1.5 CY, including equipment and labor	HR	70	\$ 145.00	\$ 10,150.00
25	Hydraulic Excavator, 2.5 CY, including equipment and labor	HR	70	\$ 165.00	\$ 11,550.00
26	Knuckleboom Loader, including equipment and labor	HR	70	\$ 275.00	\$ 19,250.00
27	Chainsaw (equipment and labor)	HR	70	\$ 50.00	\$ 3,500.00
28	Labor w/small tools Traffic Control Flag Person	HR	70	\$ 40.00	\$ 2,800.00
29	Lowboy Trailer w/Tractor, including equipment and labor	HR	70	\$ 110.00	\$ 7,700.00
30	Log Skidder, including equipment and labor	HR	70	\$ 120.00	\$ 8,400.00
31	Mobile Crane up to 15 Ton, including equipment and labor	HR	70	\$ 200.00	\$ 14,000.00
32	Operations Manager w/Cell Phone and Pickup (equipment and labor)	HR	70	\$ 65.00	\$ 4,550.00
33	Pump, 95 HP (Minimum 25' Intake and 200' Discharge to include fuel and Support Personel	HR	70	\$ 200.00	\$ 14,000.00

ITEM	STAGE 1 - DEBRIS CLEARING SERVICES DESCRIPTION (CONTINUED)	UNIT	QTY	UNIT COST	TOTAL COST
34	Pump, 200 HP (Minimum 25' Intake and 200' Discharge to include fuel and Support Personel	HR	70	\$ 300.00	\$ 21,000.00
35	Pump, 650 HP (Minimum 25' Intake and 200' Discharge to include fuel and Support Personel	HR	70	\$ 450.00	\$ 31,500.00
36	Pickup Truck, 1/2 Ton, including equipment and labor	HR	70	\$ 60.00	\$ 4,200.00
37	Pickup Truck, 1 Ton, including equipment and labor, as per specification per hour	HR	70	\$ 75.00	\$ 5,250.00
38	Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple), including equipment and labor	HR	70	\$ 140.00	\$ 9,800.00
39	Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple), including equipment and labor	HR	70	\$ 165.00	\$ 11,550.00
40	Soil Compactor 80 HP, including equipment and labor	HR	70	\$ 70.00	\$ 4,900.00
41	Soil Compactor 81 HP+, including equipment and labor	HR	70	\$ 80.00	\$ 5,600.00
42	Soil Compactor Towed Unit, including equipment and labor	HR	70	\$ 120.00	\$ 8,400.00
43	Stump Grinder 30" diameter or less, including equipment and labor	HR	70	\$ 135.00	\$ 9,450.00
44	Traffic Control Temporary single lane Closure, including equipment and labor	HR	70	\$ 70.00	\$ 4,900.00
45	Tree Climber w/chainsaw and gear, including equipment and labor	HR	70	\$ 50.00	\$ 3,500.00
46	Truck Flatbed, including equipment and labor	HR	70	\$ 100.00	\$ 7,000.00
47	Tub Grinder 800 to 1,000 HP, including equipment and labor	HR	70	\$ 350.00	\$ 24,500.00
48	Waste Collection Rear Loader Truck, including equipment and labor	HR	70	\$ 175.00	\$ 12,250.00
49	Water Truck , 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance), including equipment and labor	HR	70	\$ 110.00	\$ 7,700.00
50	Wheel Loader 2.5 CY, 950 or equivalent, including equipment and labor	HR	70	\$ 165.00	\$ 11,550.00
51	Wheel Loader 3.5 to 4 CY, 966 or equivalent, including equipment and labor	HR	70	\$ 175.00	\$ 12,250.00
52	Wheel Loader 4.5 CY, 980 or equivalent, including equipment and labor	HR	70	\$ 195.00	\$ 13,650.00
53	Wheel Loader-Backhoe 1.0-1.5 CY, including equipment and labor	HR	70	\$ 135.00	\$ 9,450.00
54	Air Curtain Pit Burner, including equipment and labor	HR	70	\$ 75.00	\$ 5,250.00
55	Air Curtain Refactory, Incinerator, including equipment and labor	HR	70	\$ 85.00	\$ 5,950.00
Subtotal for items 1 - 55				\$ 7,442.00	\$ 601,850.00

ITEM	STAGES 2 & 3 - DEBRIS REMOVAL & DISPOSAL SERVICES DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
56	TDSR Site Preparation and Management	LS	1	\$ 1,000.00	\$ 1,000.00
57	TDSR Site Closure	LS	1	\$ 15,000.00	\$ 15,000.00
58	Debris Removal from Public Property or maintained Public Rights of Way and Haul to a designated TDSR site or Final Disposal Site 0 to 15 miles (one-way miles)	CY	4,000,000	\$ 8.00	\$ 32,000,000.00
59	Debris Removal from Public Property or maintained Public Rights of Way and Haul to a designated TDSR site or Final Disposal Site 16 to 30 miles (one-way miles)	CY	4,000,000	\$ 8.00	\$ 32,000,000.00
60	Debris Removal from Public Property or maintained Public Rights of Way and Haul to a designated TDSR site or Final Disposal Site 31 to 60 miles (one-way miles)	CY	4,000,000	\$ 8.00	\$ 32,000,000.00
61	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 0 to 15 one way miles	CY	4,000,000	\$ 5.00	\$ 20,000,000.00
62	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 16 to 30 one way miles	CY	4,000,000	\$ 5.00	\$ 20,000,000.00
63	Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 31 to 60 one way miles	CY	4,000,000	\$ 5.00	\$ 20,000,000.00
64	Vegetative Debris Removal from Public Property or maintained Public Rights of Way and Haul to a designated TDSR site or Final Disposal Site 0 to 15 miles (one-way miles)	CY	120,000	\$ 9.00	\$ 1,080,000.00
65	Vegetative Debris Removal from Public Property or maintained Public Rights of Way and Haul to a designated TDSR site or Final Disposal Site 16 to 30 miles (one-way miles)	CY	120,000	\$ 9.00	\$ 1,080,000.00

ITEM	STAGES 2 & 3 - DEBRIS REMOVAL & DISPOSAL SERVICES DESCRIPTION (Continued)	UNIT	QTY	UNIT COST	TOTAL COST
66	Vegetative Debris Removal from Public Property or maintained Public Rights of Way and Haul to a designated TDSR site or Final Disposal Site 31 to 60 miles (one-way miles)	CY	120,000	\$ 9.00	\$ 1,080,000.00
67	Vegetative Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 0 to 15 one way miles	CY	120,000	\$ 6.00	\$ 720,000.00
68	Vegetative Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 16 to 30 one way miles	CY	120,000	\$ 6.00	\$ 720,000.00
69	Vegetative Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site 31 to 60 one way miles	CY	120,000	\$ 6.00	\$ 720,000.00
70	Hauling of White Goods such as: Refrigerators, Washer, Dryers, Freezers, Air Conditioners, Stoves, Water Heaters and Dishwashers to a designated TDSR Site for recycling	EA	300	\$ 60.00	\$ 18,000.00
71	Refrigerators, Freezers and Air Conditioners requiring refrigerant recovery management and decontamination	EA	100	\$ 75.00	\$ 7,500.00
72	Hauling and Disposal of Damaged Electronics such as televisions, computer hardware, microwaves, radios, stereos, DVD players and telephones.	EA	500	\$ 10.00	\$ 5,000.00
75	Pick up and Disposal of Hazardous Material	LB	1,000,000	\$.50¢	\$ 500,000.00
76	Dead Animal Carcasses Collection, Transportation and Disposal	LB	1,000	\$ 1.00	\$ 1,000.00
77	Hazardous Stump Removal & Hauling to Disposal Site per cubic yard according to stump conversion table attachment E (includes backfilling of stump holes)	CY	750	\$ 65.00	\$ 48,750.00
78	Removal and disposal of hazardous trees 6" TO 12.99" in diameter and hauling to TDRS or designated final disposal site.	EA	500	\$ 125.00	\$ 62,500.00
79	Removal and disposal of hazardous trees 13" TO 24.99" in diameter and hauling to TDRS or designated final disposal site.	EA	250	\$ 295.00	\$ 73,750.00

ITEM	STAGES 2 & 3 - DEBRIS REMOVAL & DISPOSAL SERVICES DESCRIPTION (Continued)	UNIT	QTY	UNIT COST	TOTAL COST
80	Removal and disposal of hazardous trees 25" TO 36.99" in diameter and hauling to TDRS or designated final disposal site.	EA	500	\$ 410.00	\$ 205,000.00
81	Removal and disposal of hazardous trees 37" TO 48.99" in diameter and hauling to TDRS or designated final disposal site.	EA	250	\$ 640.00	\$ 160,000.00
82	Removal and disposal of hazardous trees 49" and larger in diameter and hauling to TDRS or designated final disposal site.	EA	100	\$ 800.00	\$ 80,000.00
83	Temporary Debris Staging and Reduction Site Operation, debris acceptance and pile management	CY	4,000,000	\$.15¢	\$ 600,000.00
84	Volume reduction of debris through grinding and or chipping	CY	1,000,000	\$ 3.35	\$ 3,350,000.00
85	Volume reduction of debris through air incineration .	CY	1,000,000	\$ 1.35	\$ 1,350,000.00
86	Baseline soil sampling (Pre & Post-use)	EA	40	\$ 500.00	\$ 20,000.00
87	Groundwater sampling Per & Post-use	EA	20	\$ 250.00	\$ 5,000.00
Subtotal for items 56 - 87					167,902,500.00
ITEM	STAGE 4 - HTRW SERVICES DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
88	Removal and Hauling of Hazardous Waste to Processing Site 0 to 15 miles	Miles	10	\$ 65.00	\$ 650.00
89	Removal and Hauling of Hazardous Waste to Processing Site 16 to 30 miles	Miles	20	\$ 75.00	\$ 1,500.00
90	Removal and Hauling of Hazardous Waste to Processing Site 31 to 60 miles	Miles	30	\$ 95.00	\$ 2,850.00
91	Waste Categorization Sampling and Analysis	LS	1	\$ 500.00	\$ 500.00
92	Liquid Waste Disposal in 55 gallon drums using incineration method of disposal	EA	300	\$ 1000.00	\$ 300,000.00
93	Liquid Waste Disposal in 55 gallon drums using injection method of disposal	EA	40	\$ 1000.00	\$ 40,000.00
94	Liquid Waste Disposal in 2,800 Gallon Vacuum Truck using injection method of disposal	EA	4	\$ 4000.00	\$ 16,000.00

ITEM	STAGE 4 - HTRW SERVICES DESCRIPTION (Continued)	UNIT	QTY	UNIT COST	TOTAL COST
96	Liquid Waste Disposal in 2,800 Gallon Vacuum Truck using incineration method of disposal	EA	4	\$ 4000.00	\$ 16,000.00
97	Dry Hazardous Waste Disposal- Roll-of Box for disposal at Landfill (TOTAL CAPACITY 200,000 POUNDS)	LB	20	\$ 1.00	\$ 20.00
98	Accident Spill Kits	EA	10	\$ 500.00	\$ 5,000.00
99	Manifest Preparation	EA	10	\$ 200.00	\$ 2,000.00
Subtotal for items 88 - 99				\$	\$ 384,520.00
CONTRACTOR PERSONNEL					
ITEM	ADMINISTRATIVE PERSONNEL	UNIT	QTY	UNIT COST	TOTAL COST
100	Senior Project Coordinator	HR	8	\$ 60.00	\$ 480.00
101	Field Project Manager	HR	8	\$ 55.00	\$ 440.00
102	Program/Documentation Manager	HR	8	\$ 55.00	\$ 440.00
	COLLECTION SITE MANAGEMENT PERSONNEL	HR	8	\$ 40.00	\$ 320.00
103	Field Project Supervisor	HR	8	\$ 60.00	\$ 480.00
104	Safety Manager	HR	8	\$ 55.00	\$ 440.00
105	Debris Reduction Manager	HR	8	\$ 55.00	\$ 440.00
106	Chemist	HR	8	\$ 55.00	\$ 440.00
107	Waste Pickup Crew Hazardous Material (HM) Field Technician	HR	8	\$ 55.00	\$ 440.00
108	Waste Separation Crew HM Field Technicians	HR	8	\$ 55.00	\$ 440.00
Subtotal for Items 100 - 108				\$	\$ 4,360.00
Grand Total for items 1 - 108				\$	\$ 168,893.230.00

ATTACHMENT C – INSURANCE AND BOND REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on GL, AL and WC if applicable. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000

POLLUTION LIABILITY (Including Cleanup and Remediation)	\$1,000,000 Per Incident Limit \$1,000,000 Aggregate
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- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2018 Insurance Requirements

Purchasing

Storm and Disaster Debris Removal

03/30/2018 sw Risk Management

BOND REQUIREMENTS: No bond requirements necessary for this service agreement; Section 5. (B) is null for this Service Agreement.

ATTACHMENT D – WARRANTY REQUIREMENTS

Section 8. Warranty of this service agreement is null; warranty is not required.

ATTACHMENT E:

FEDERAL REQUIREMENTS

FEDERAL REQUIREMENTS

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FEDERAL REQUIREMENTS: FR-F01

ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Reference: DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013)

FEDERAL REQUIREMENTS: FR-F02

BREACH OF CONTRACT

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

City will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the Contract. City reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the City elects to terminate the Contract. The City's notice will identify a specific date by which the Contractor must correct the breach. City may proceed with termination of the Contract if the Contractor fails to correct the breach by deadline indicated in the City's notice.

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Reference: 2 CFR § 200 Appendix II(A)

FEDERAL REQUIREMENTS: FR-F03

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Reference: 31 U.S.C. § 1352 (as amended)

FEDERAL REQUIREMENTS: FR-F04

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference: 2 CFR § 200, Appendix II¶ (G)

FEDERAL REQUIREMENTS: FR-F05

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Reference: FEMA requirement

FEDERAL REQUIREMENTS: FR-F06

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Reference: 29 CFR § 5.5(b)

FEDERAL REQUIREMENTS: FR-F07

COPELAND "ANTI-KICKBACK" ACT

NOT APPLICABLE TO THIS CONTRACT

FEDERAL REQUIREMENTS: FR-F08

DAVIS - BACON REQUIREMENTS

NOT APPLICABLE TO THIS CONTRACT

FEDERAL REQUIREMENTS: FR-F09

DEBARMENT AND SUSPENSION

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Reference: 2 CFR part 180, 2 CFR part 3000

FEDERAL REQUIREMENTS: FR-F10

DHS SEAL, LOGO AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Reference: DHS Standard Terms and Conditions, v.3.0 ¶ XXV (2013)

FEDERAL REQUIREMENTS: FR-F11

EQUAL EMPLOYMENT OPPORTUNITY

NOT APPLICABLE TO THIS CONTRACT

FEDERAL REQUIREMENTS: FR-F12

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Reference: FEMA requirement

FEDERAL REQUIREMENTS: FR-F13

PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Reference: 2 CFR § 200.322 and 40 CFR part 247

FEDERAL REQUIREMENTS: FR-F14

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS RE RELATED
ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Reference: 31 U.S.C. Chap. 38

FEDERAL REQUIREMENTS: FR-F15

RIGHT TO INVENTIONS MADE UNDER CONTRACT OR AGREEMENT

NOT APPLICABLE TO THIS CONTRACT

FEDERAL REQUIREMENTS: FR-F16

TERMINATION FOR CAUSE AND CONVENIENCE

Termination for Cause:

(a)

(1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were

obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as manufacturing materials in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

Termination for Convenience:

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of -

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer

shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including -

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted -

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within

90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)

(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

Reference: 48 CFR 52.249; 2 CFR § 200 Appendix II(B)