



SERVICE AGREEMENT NO. 1496

Storm Debris Removal, Monitoring and Consulting

THIS **Storm Debris Removal, Monitoring and Consulting Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Thompson Consulting Services, LLC ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Storm Debris Removal, Monitoring and Consulting in response to Request for Bid/Proposal No. 1496 ("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 Storm Debris Removal, Monitoring and Consulting ("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 \$871,875.00, 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:

Thompson Consulting Services, LLC
Attn: Jon Hoyle
Title: President
Address: 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746
Phone: 407-792-0018
Fax: 407-878-7858

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: Jon Hoyle

Title: President

Date: 6/17/18

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. 1496
- Exhibit 2: Contractor's Bid/Proposal Response

ATTACHMENT A - SCOPE OF WORK

1. General Requirements

A. Background

1. The Contractor shall provide all services related to debris monitoring for all debris management activities in accordance with the applicable Federal, State and local regulations, as applicable, 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.
2. It is the City's intent to have a primary Contractor manage the debris monitoring services which include, but are not limited to, monitoring the following – field operations regarding all storm generated debris; debris pickup; debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved site.
3. The Contractor must have established management teams, an established network of resources to provide the necessary equipment and personnel, comprehensive debris monitoring service and Public Assistance Consulting Services in major disaster recovery projects.
4. The contract will be activated only in the face of an 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.
5. The contract is for a two-year term with two additional two-year options and recertification of Contractor capabilities every two years.
6. The Contractor shall be required to participate in annual City-directed disaster recovery training and/or exercises at no cost to the City. Contractor shall provide a 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. Debris monitoring documentation is critical to verify that debris operations meet all FEMA Public Assistance policies and guidelines, costs are reasonable, quantification of the debris is accurate, and the tracking of the debris to its final location is recorded and in compliance with all regulatory requirements. Contractor may be utilized to monitor and document non-declared events as well.

- B. The City requires Contractor to understand FEMA Public Assistance policies and guidelines, including eligibility issues and specifically those relating to debris.
- C. Contractor shall handle the monitoring of debris removal for all types and sizes of disasters. This can include a localized event where there is one type of debris, a significant event that includes a Catastrophic Event where the entire City is affected and there are multiple types of debris that will need to be removed.
- D. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with FEMA Public Assistance guidelines and all applicable Federal, State and local regulations. Failure to properly monitor and document debris removal operations may jeopardize FEMA Public Assistance. The City reserves the right to withhold payment for improperly performed services pending a review of pertinent documentation and actions.
- E. Contractor shall provide a wide range of services including, but not limited to the following:
- Damage assessment
 - Training
 - Emergency planning
 - Infrastructure restoration
 - Communication with FEMA, FHWA (Federal Highway Administration), State of Texas and other State and Federal Agencies
 - Coordinate with State Insurance representatives
 - Reimbursement services
- F. Contractor must be prepared to deploy debris monitoring within twenty-four (24) hours from the notice to proceed. When additional debris monitoring is needed to meet the requirements of the monitoring contract, proposer shall be prepared to increase the number of debris monitors for the City.

3. Work Site and Conditions

- A. The Contractor shall be responsible for monitoring debris and waste removal and disposal operations performed by the Debris Management provider relative to:
- City streets, roads and right-of-way's
 - Streets, roads and right-of-way's of all municipalities and communities, incorporated and unincorporated, and rural areas within the City, unless otherwise directed by the City
 - Canals, waterways, and right-of-way's of all municipalities and communities, incorporated and unincorporated, and rural areas within the City, unless

otherwise directed by the City

- Public property and facilities
 - Any other public site as may be directed by the City
 - Private property when necessary to protect the public (life safety) or to facilitate completion of required work, provided that entry onto private property is specifically authorized by the Solid Waste Director
- B. Debris monitoring considerations and responsibilities may vary depending on the type of debris being removed and may include:
- Vegetative debris
 - Hazardous waste
 - Household hazardous waste
 - Electronic waste
 - White goods
 - Soil, mud, and sand
 - Vehicles and vessels
 - Animal carcasses or other fleshy organic matter
 - Infectious waste
 - Chemical, biological, radiological and nuclear-contaminated debris
 - Construction and demolition (C&D) debris
- C. The Contractor shall be responsible for overseeing all operations at the TDSRS sites, making sure that all local, state, and federal regulations are followed. All safety precautions are to be taken into account and followed as well.
- D. Contractor shall utilize drones to capture images of exiting debris in the City's Right-of-Way (ROW) to effectively manage debris removal. The usage of drones shall require to be in compliance with state and federal regulations.

4. Special Instructions

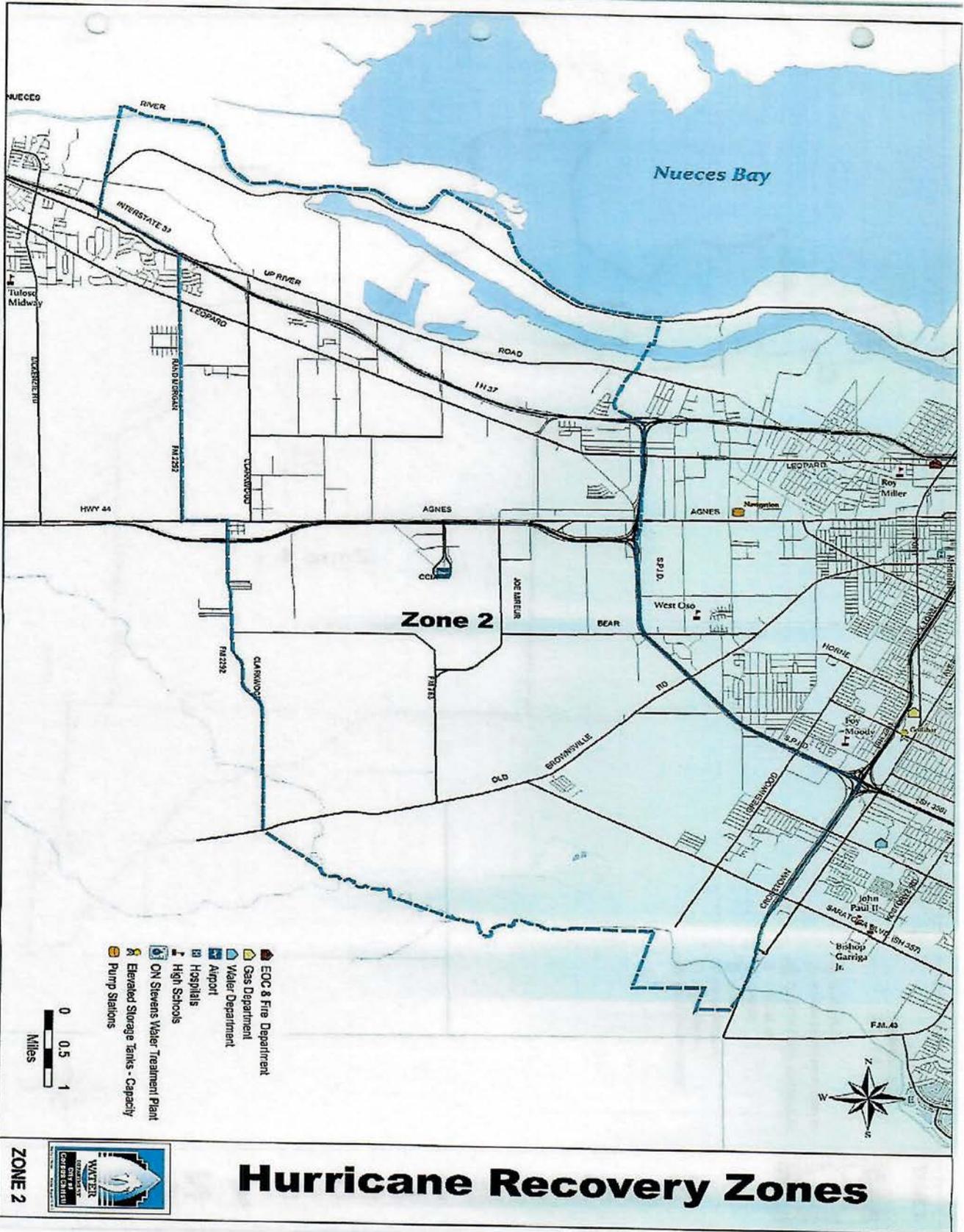
- A. The Contractor shall be responsible for maintaining records, developing worksheets and other required documentation which will be required by FEMA, and any other applicable agency for disaster recovery efforts. This shall include, but is not limited to, receiving a copy of all invoices from the disposal facility, supported by scale and/or load tickets issued by the disposal facility, and proof of payment by the Debris Management firm to the disposal facility.
- B. The Contractor shall be responsible for verifying that only eligible debris is removed from initial sites, then transported to Temporary Debris Staging and Reduction (TDSRS) sites where all debris is to be appropriately segregated and processed, reduced and then loaded appropriately (and not artificially – e.g.

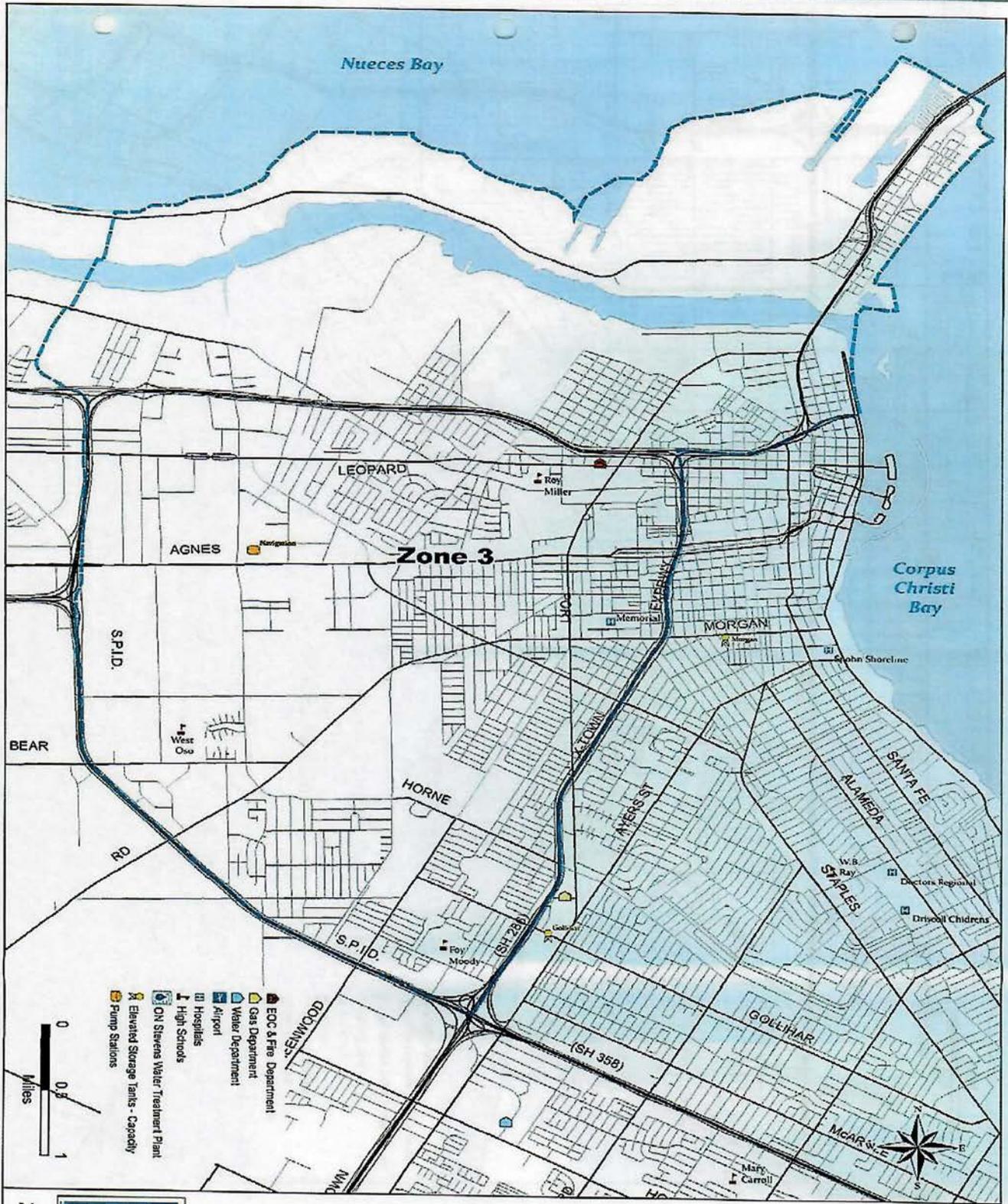
debris is wetted, fluffed or not compacted), and finally transported to the disposal facility for weighting and receiving. Verification that hazardous wastes have not been mixed into loads will be required. Contract shall be responsible for ensuring each load can be claimed based on established criteria, and mark load tickets ineligible if they do not meet FEMA Public Assistance policies and guidelines. Contract shall also possess the ability to estimate in cubic yards (CY) debris to be removed for the disposal facility, and assist in measuring the debris in all debris hauling trucks and trailers, if needed.

5. Exhibits

- Exhibit A - Debris Management Zones
- Exhibit B - Location of Temporary Debris Staging and Reduction Site (TDRS)
- Exhibit C - Clearing Priorities
- Exhibit D – Debris Classification

Exhibit A





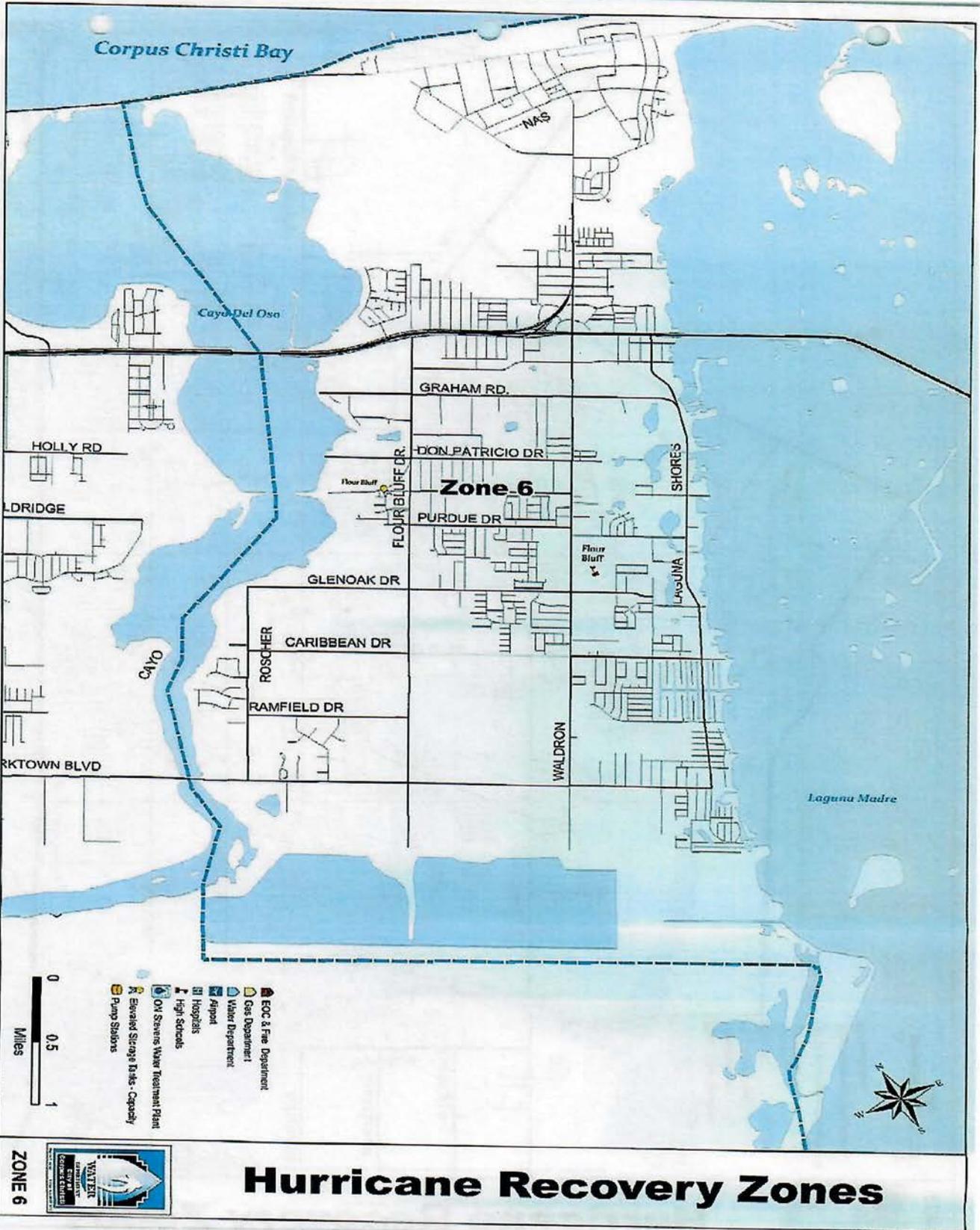
ZONE 3



Hurricane Recovery Zones



Hurricane Recovery Zones



ZONE 6



Hurricane Recovery Zones

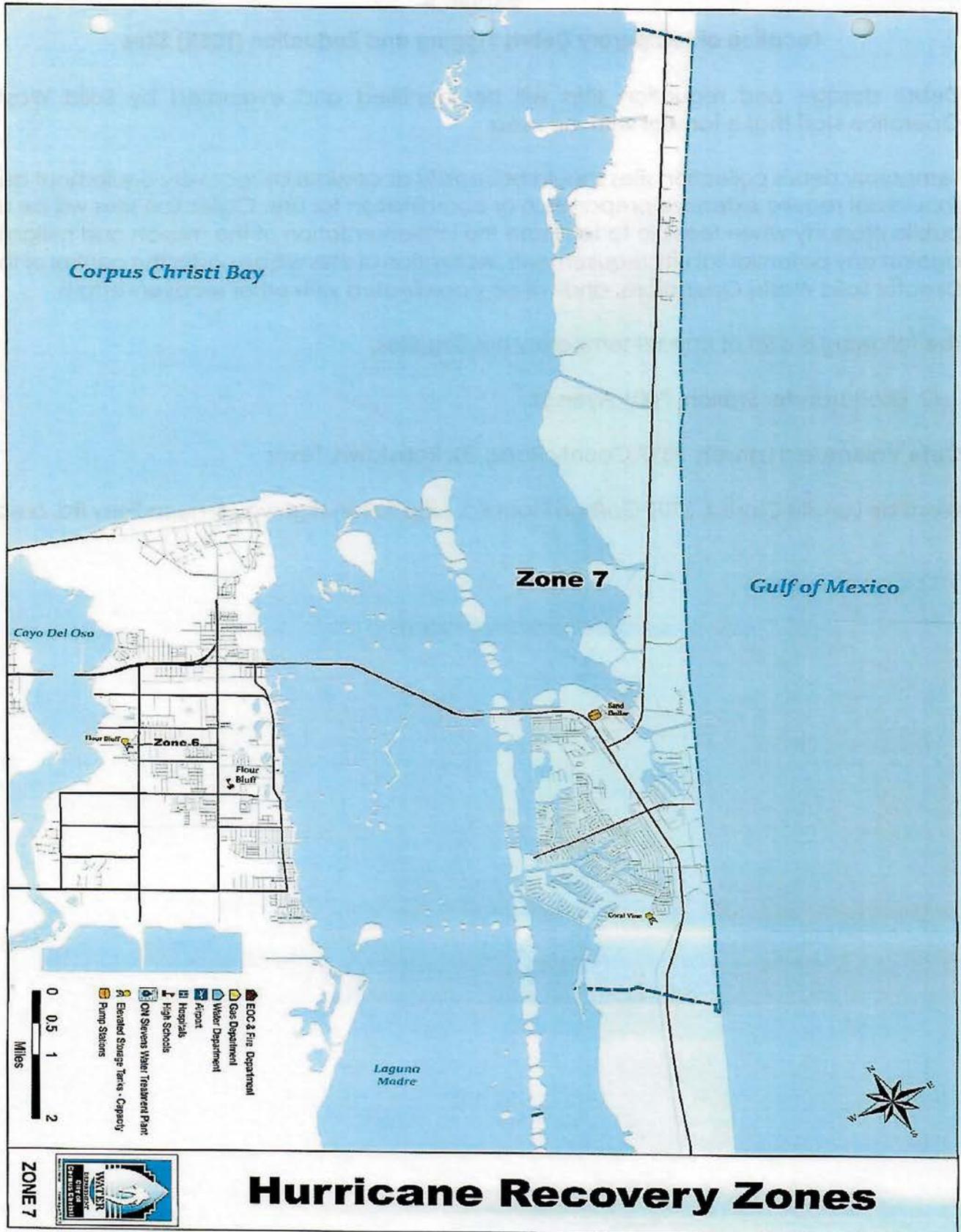


EXHIBIT B

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 & Hems 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 or the Contract Management Center (CMC).

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:

- A. 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.
- B. 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.

ATTACHMENT B - BID/PRICING SCHEDULE

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BUYER: JOHN ELIZONDO**

**RFP 1496
STORM DEBRIS REMOVAL MONITORING
AND CONSULTING**

**Thompson Consulting
Services, LLC
Lake Mary, FL**

ITEM	DESCRIPTION	ESTIMATED HOURS	HOURLY RATE	TOTAL PRICES
Debris Monitoring Prgram Hourly Rates				
1	Field Project Manager	1000	\$85.00	\$85,000.00
2	Field Supervisor	2100	\$49.00	\$102,900.00
3	Project Coordinator	1300	\$16.50	\$21,450.00
4	Disposal Site Monitor	1800	\$30.00	\$54,000.00
5	Data Manager	1300	\$55.00	\$71,500.00
6	Billing/Invoice Analyst	100	\$45.00	\$4,500.00
7	GIS Analyst	5	\$55.00	\$275.00
8	Operations Manager	200	\$80.00	\$16,000.00
9	Collection Monitor	13500	\$36.00	\$486,000.00
10	Drones to Capture Images of ROW	5	\$250.00	\$1,250.00
FEMA Public Assistance Consulting Services Hourly Rates				
11	Supervising Consultant	100	\$125.00	\$12,500.00
12	Administrative Assistant	1000	\$16.50	\$16,500.00
13	Other Consultant/Monitoring Positions	250	\$0.00	\$0.00
GRAND TOTAL				\$871,875.00

Note: Totals listed above are based on unit pricing.

ATTACHMENT C - INSURANCE AND BOND REQUIREMENTS

LIABILITY INSURANCE

1. Contractor must not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Contractor must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

2. Contractor must furnish to the 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 Risk Manager or designee. **The City must be listed as an additional insured for the General Liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. 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: <ol style="list-style-type: none"> 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
AUTOMOBILE LIABILITY (INCLUDING) <ol style="list-style-type: none"> 1. Owned 2. Hired & Non-owned 3. Rented & Leased 	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory and complies with Part II of Exhibit

(All States Endorsement if Company is not domiciled in Texas)	
Employer's Liability	\$500,000 / \$500,000 / \$500,000

3. In the event of accidents of any kind related to this project, Contractor must furnish the Risk Manager with copies of all reports of such accidents within 10 days of the accident.

Additional Requirements -

1. 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 an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met. An All States endorsement shall be required if Contractor is not domiciled in the State of Texas.
2. 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.
3. Contractor shall be required to submit replacement Certificate of Insurance to City at the address provided below within ten days of any change made by the Contractor or as requested by the City. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

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

4. **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 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 calendar days advance written notice for nonpayment of premium.
5. Within five 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.
 6. 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.
 7. 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.
 8. 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.
 9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

2018 Insurance Requirements
Purchasing
Debris Removal Monitoring and Consulting
Services 01/22/2018 sw Risk Management
Valid Through 12/31/2018

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

TABLE OF CONTENTS

Section No.	Title
FR-F01	Access to Records
FR-F02	Breach of Contract
FR-F03	Byrd Anti-Lobbying Amendment
FR-F04	Clean Air Act and the Federal Water Pollution Control Act
FR-F05	Compliance with Federal Law, Regulations, and Executive Orders
FR-F06	Contract Work hours and Safety Standards Act
FR-F07	Copeland "Anti-Kickback" Act (Construction Only)
FR-F08	Davis-Bacon Act (Construction Only)
FR-F09	Debarment and Suspension
FR-F10	DHS Seal, Logo and Flags
FR-F11	Equal Employment Opportunity (Construction Only)
FR-F12	No Obligation by Federal Government
FR-F13	Procurement of Recovered Materials
FR-F14	Program Fraud and False or Fraudulent Statements or Related Acts
FR-F15	Right to Inventions Made Under Contract or Agreement (Not for Public Assistance Contracts)

END OF TABLE OF CONTENTS

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 7.1, p. 1 (2017)

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

A. Clean Air 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.

B. Federal Water Pollution Control Act.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 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

101. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey.

102. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey.

103. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey.

104. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey. The contract shall require any person or entity who is employed or retained or subcontracted or otherwise involved in any way in the performance of the contract to refrain from any act which would constitute a violation of the Copeland Anti-Kickback Act, Chapter 27A, Section 27A:1-2, of the laws of the State of New Jersey.

FEDERAL REQUIREMENTS: FR-F08

DAVIS - BACON REQUIREMENTS

NOT APPLICABLE TO THIS CONTRACT

- (1) This contract is a contract for the purchase of goods or services under the Federal Acquisition Regulation (FAR) and is not a contract for construction. The Davis-Bacon Act (40 USC 3141-3145) and the Contract Work Hours and Safety Standards Act (40 USC 3171-3175) do not apply to this contract.
- (2) The contract is not a contract for construction. The Davis-Bacon Act (40 USC 3141-3145) and the Contract Work Hours and Safety Standards Act (40 USC 3171-3175) do not apply to this contract.
- (3) This contract is a contract for the purchase of goods or services under the Federal Acquisition Regulation (FAR) and is not a contract for construction. The Davis-Bacon Act (40 USC 3141-3145) and the Contract Work Hours and Safety Standards Act (40 USC 3171-3175) do not apply to this contract.
- (4) This contract is a contract for the purchase of goods or services under the Federal Acquisition Regulation (FAR) and is not a contract for construction. The Davis-Bacon Act (40 USC 3141-3145) and the Contract Work Hours and Safety Standards Act (40 USC 3171-3175) do not apply to this contract.

Continued on next page, page 2 of 2

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.7.1, p. 5 (2017)

FEDERAL REQUIREMENTS: FR-F11

EQUAL EMPLOYMENT OPPORTUNITY

NOT APPLICABLE TO THIS CONTRACT

The Contractor shall not use the funds under this contract to pay for the cost of reproduction of this contract or for the cost of reproduction of any other document or material.

Reference: This Standard Terms and Conditions, v. 1.1, p. 8 (2017)

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