RESOLUTION NO. 2017-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS TO AWARD A CONTRACT FOR RFP #17-39 TERM CONTRACT FOR DISASTER DEBRIS MONITORING AND CONSULTING SERVICES TO TETRA TECH, INC. FOR THE UNIT PRICES PROPOSED; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to provide necessary and expedited monitoring of the removal of debris following a disaster within the City of Duncanville; and

WHEREAS, the City has taken competitive proposals and recommends the award of a contract for the most advantageous proposal to the offeror as per RFP # 7-39; and

WHEREAS, the City desires to award the contract to Tetra Tech, Inc. for the unit amounts proposed and authorize the execution of the necessary documents to procure said services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City of Duncanville awards a proposal and authorizes the City Manager to execute a contract with Tetra Tech, Inc. for monitoring of removal of disaster debris in the amount provided in said contract as set forth in Exhibit A.

SECTION 2. That this resolution shall become effective immediately from and after its passage.
DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 18th day of April, 2017.

APPROVED:

[Signature]

David L. Green, Mayor

ATTEST:

[Signature]

Mary E. Jones, City Secretary

APPROVED AS TO FORM:

[Signature]

Robert E. Hager, City Attorney
SERVICES AGREEMENT

# 17-39 Term Contract for Disaster Debris Monitoring and Consulting Services

THIS SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between Tetra Tech, Inc., hereinafter called "CONTRACTOR", and the City of Duncanville, Texas, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon issuance of a written Purchase Order by OWNER, CONTRACTOR agrees to provide to OWNER the necessary debris removal monitoring services, as set forth in the Scope of Services attached hereto as Exhibit "1" and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue March 31, 2019. The contract will be eligible for renewal on the anniversary date thereafter if both parties agree. If the contractor intends to non-renew, it shall notify the City in writing at least (30) days prior to the anniversary date. Each renewal will be in one (1) year increments, with the total contract length not to exceed five (5) years, unless sooner terminated as provided in Section 8, below.

Section 3. CONTRACTOR Obligations

A. CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Agreement, CONTRACTOR shall be authorized to engage the services of any
EXHIBIT A

agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in Exhibit “1”, attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to CONTRACTOR, by OWNER, shall be based on invoices submitted by CONTRACTOR for work performed monthly by OWNER, less any previous payments, Payments shall be made within 30 days of receipt of invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

The Total CONTRACTOR Fee shall be as specified in Exhibit "1," which shall not exceed the amount of owner approved quantity of services performed at the unit price stated on the attached proposal for each performance. OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

A. CONTRACTOR shall be responsible for the professional quality for the display and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.

B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Agreement.
C. The rights and remedies of OWNER under this Agreement are as provided by law.

Section 6. Time For Performance

A. CONTRACTOR shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. As time is of the essence of this Agreement, such services shall be completed on date as specified in Exhibit “1”, after receiving a Notification to Proceed from OWNER to CONTRACTOR.

B. In the event CONTRACTOR’s performance of this Agreement is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

A. OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER’s request and in furtherance of this Agreement.

Section 8. Termination

A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to CONTRACTOR. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

B. Should OWNER require a modification of this Agreement with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and CONTRACTOR’s services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.
Section 9. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Agreement.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars ($1,000,000.00) for one (1) person, and not less than One Million Dollars ($1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars ($1,000,000.00) for any one (1) occurrence, and One Million Dollars ($1,000,000.00) aggregate.

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and OWNER from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars ($1,000,000.00).

D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section 9 shall be furnished to OWNER before any services are performed under this Agreement, and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or modification of any insurance referred to therein.

Section 10. Indemnification For Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify and hold harmless the OWNER, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractors, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify OWNER as provided herein on a proportionate basis in accordance
with the final judgment, after all appeals are exhausted, determining such joint or
derivative negligence or liability.

Section 11. Indemnification For Unemployment Compensation

CONTRACTOR agrees that it is an independent contractor and not an agent of the OWNER, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating CONTRACTOR’s employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 12. Indemnification For Performance

CONTRACTOR shall defend and indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONTRACTOR in performing this Agreement.

Section 13. Assignment

CONTRACTOR shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

Section 14. Applicable Laws

CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15. Default of CONTRACTOR

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to CONTRACTOR, OWNER may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by OWNER at which CONTRACTOR is required to attend, but shall not include any
loss of profit of CONTRACTOR. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by resubletting to others.

B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

Section 16. Adjustments in Services

No claims for extra services, additional services or changes in the services will be made by CONTRACTOR without a written agreement with OWNER prior to the performance of such services.

Section 17. Execution becomes Effective

This Agreement will be effective upon execution of the Agreement by and between CONTRACTOR and OWNER.

Section 18. Agreement Amendments

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 19. Severability.

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. Independent Contractor.

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Agreement, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR’s actions. All services to be performed by CONTRACTOR pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.
Section 21. Notice.

Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER: Charlie Oberrender, Purchasing Manager  
PO Box 380280  
Duncanville, TX 75138  
(972)780-5058  
coberrender@ci.duncanville.tx.us

If to CONTRACTOR: Tetra Tech, Inc.  
Attn: Jonathan Burgiel  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
(321) 441-8518  
Jonathan.burgiel@tetrategroup.com

Section 23. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 24. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 25. Survival of Obligations. Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 18th day of April, 2017.

OWNER: 
City of Duncanville, Texas

By: 
Title: 

CONTRACTOR: 
Tetra Tech, Inc.

By: 
Title: 

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Section II
Scope of Work

The following is envisioned as the scope of work for the project and should be considered when preparing your proposal. Nothing in this description shall be construed to limiting the potential scope or types of work that a potential Contractor may address in your proposal. Respondents should address all services which, on the basis of their experience, are deemed necessary to achieving the City's debris management goals.

A. Monitoring

The Contractor shall provide all expertise, effort, personnel, materials, and equipment necessary for monitoring and documenting the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impact City of Duncanville, Texas. Specifically, the Contractor will be responsible for monitoring debris and waste removal and disposal operations performed by the City's Debris Removal and Hauling operations relative to:

- City streets, roads and right-of-ways;
- Streets, roads and right-of-ways of all municipalities and communities, incorporated and unincorporated, and rural areas within the City, unless otherwise directed by the City of Duncanville Office of Emergency Management or City Designee;
- Public property and facilities;
- Any other public site as may be directed by the City; and
- 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 Office of Emergency Management in conjunction with City personnel.

Services shall be performed on an "as needed basis" when directed by the City of Duncanville Office of Emergency Management. The Office of Emergency Management will provide guidance and direction on priorities and specific needs for the monitoring operations. The Contractor, in concert with Emergency Management, shall determine the method and manner of monitoring the removal and disposal of debris that provide the greatest economy of operations and cost to the City. The Contractor shall then provide for the cost-effective and efficient monitoring of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Contractor will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Contractor must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Contractor shall present to the City of Duncanville Office of Emergency Management or designee for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for monitoring the removal, handling and eventual disposal of disaster-generated debris and wastes. The Contractor shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the City to begin work.

When identifying resources to be made available under this contract, the Contractor must use a planning standard approach. Specifically, the Contractor shall identify the expected sources and quantities of debris and other wastes that are expected to be encountered and the anticipated level of operational resources (personnel, equipment, TDSRS operations, etc.) that will be deployed by the Debris Management contractor. The Contractor must then identify sufficient monitoring resources (personnel, equipment, materials, etc.) to ensure the availability of personnel and equipment to initiate all required activities within 48 hours of being so directed. For this purpose, identification of contractor/sub-contractor(s) and a general equipment/personnel inventory will suffice. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Removal and Hauling contractor, damage
assessment teams, local utility company crews and other recovery operations forces. Such coordination shall be effected through communications with the City of Duncanville Office of Emergency Management, his/her authorized representatives, or other City of Duncanville designated personnel when so authorized by the City. To the extent authorized by the City of Duncanville Office of Emergency Management or designee, the Contractor shall coordinate monitoring operations directly with the City's Debris Removal and Hauling contractor when necessary to achieve effective and efficient integration of forces. The Contractor shall provide reports, summaries, and analyses of daily activities associated with the debris and waste removal and disposal operations in the form and frequency specified by the City of Duncanville Office of Emergency Management, upon issuance of the authorization to proceed. The Contractor shall be prepared to advise the City of Duncanville Office of Emergency Management and other local officials of the types, scopes, forms, and formats of data and information required by Federal and State agencies and shall provide all pertinent documentation in a manner that satisfies those agencies' requirements.
Section III
RFQ Response Requirements

A. Qualification Requirements
1) Contractor must have specific experience providing the specified services following a natural disaster. Provide statement detailing your experience.

B. Contracting Requirements
1) Successful Contractor must, upon award of a contract, secure a Performance and Payment Bond valid for one year and automatically renewed annually for the full term of the contract.
2) Bonds will be required. See the Section titled “BONDS” herein.
3) Successful Contractor must perform as an independent contractor and, as such, must have and maintain complete control over all of its employees and operations. Provide a statement of intent.
4) Successful Contractor must not assign, sublet, or transfer its interest or obligations of this project.

C. Use of Subcontractors
1) Contractor may use Subcontractors for this project. Please list Subcontractors proposed for this project and their respective duties.
2) No Subcontractor may provide services unless the City consents. The Contractor shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Contractor shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Contractor agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the City as are specified in the City’s contract with the Contractor, unless Contractor provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Contractor and made available for City Contract Administrator review upon request. Provide statement of compliance.

D. Experience
Answer the following either as part of the Questionnaire Section or with in your proposal:
1) Describe Contractor’s overall experience performing large-scale debris removal monitoring and work similar to this project.
2) Describe Contractor’s experience during the last 5 years performing large-scale projects or other work similar to this project. The Contractor must identify similar projects that he/she successfully completed, including date and location, nature of work, value of the contract, and the name and telephone.
3) Provide number of the customer's point of contact for reference purposes.
4) Describe Contractor’s most recent experience in mobilizing large workforces under routine and emergency conditions.
5) If the Contractor intends to use Subcontractors to assist in the work, the Contractor shall also identify similar work successfully completed by the Subcontractors.
6) Document Contractor’s ability to provide appropriate training for personnel that will be employed for work under this project.

E. General Project Requirements
Submittals must acknowledge these basic requirements and include responses in the proposal:

1) City of Duncanville intends to engage a Contractor to assist the City with monitoring the work of the Debris Removal and Hauling Contractor in the field, at Temporary Debris Staging and Reduction Sites (TDSRS), and at disposal sites. Contract monitors are necessary to assure that the terms of the debris and waste management contracts are satisfied by the Debris Removal and Hauling contractor and his subcontractors during the removal and hauling of debris/waste from public access roads, rights-of-way and public property; during handling and processing at TDSRSs; and, at disposal sites. Monitors will be assigned to debris loading areas, TDSRSs, and disposal sites. In addition, roving monitors will be assigned to help verify that the City’s debris management plan and contracts are effectively and efficiently executed.

2) The City of Duncanville will assign a Debris Manager (DM) and will establish a Contract Management Center or other operational group setting to provide overall coordination of recovery operations. The Debris Manager will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The Monitoring Services Contractor is to provide expertise for and assistance to the City’s Debris Manager and also assists City staff at the Contract Management Center in overseeing and documenting the debris management operations. Services are to be provided in these general task areas, but are not necessarily limited to these task areas:

   a. Development of a Monitoring Plan;
   b. Truck and trailer measurement, certification, marking and tracking;
   c. Equipment registry and tracking;
   d. Debris/waste management workforce registry and tracking;
   e. Field monitoring;
   f. Debris management tracking;
   g. Trip ticket management;
   h. Data administration;
   i. Invoice reconciliation;
   j. QA/QC program management;
   k. Complaint resolution;
   l. Detailed daily reports on the status, effectiveness, volumes handled, and other pertinent data for all debris operations;
   m. All monitoring workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support;
n. Site Safety Plan preparation and maintenance;

o. Compliance with all applicable Federal, State and local rules relative to the monitoring operations;

p. Preparation of documentation to support Federal cost reimbursement processes;

q. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the City Debris Manager.

F. Project Approach

1) Provide a synopsis of the Contractor's depth of knowledge of the project's scope and special requirements as the Contractor perceives them.

2) Provide a general description of the Contractor's intended approach to the work. That description must include a statement of the requirements as Contractor perceives them, resource mobilization strategy, and general field operations strategy. Exceptions to the project work as described by the City must fully be explained.

3) Provide a brief summary of the Project Work Plans (Field Operations, Communications, Work Site Safety, etc.) that will be developed for the project.

4) Describe frequency and nature of meetings anticipated or deemed necessary to address project requirements.

G. WORKFORCE INFORMATION

1) Respondents are encouraged to review City of Duncanville's pre-positioned Debris/Removal and Hauling RFP to ascertain the anticipated scope of work in order to estimate the nature and size of the project workforce that will be required.

2) Submittals must acknowledge these workforce planning standards and must demonstrate the respondent's ability to satisfy these requirements:

   a. Within 24 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:

      i. Establish and staff a monitoring workforce management center in the vicinity of a City of Duncanville government office designated by the City at the time of notification.

   b. Implement a debris/waste contractor equipment and workforce registration and tracking program.

3) Within 48 hours of notification, the Contractor shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and monitoring needs associated with this project, including, as a minimum forces necessary to:

   a. Monitor a minimum of 30 debris loading sites;

   b. Monitor operations at Temporary Debris Staging/Storage and Reduction Sites (TDSRS);

   c. Monitor dumping operations at disposal sites;
d. Provide roving debris monitors to evaluate the effectiveness of debris, hazardous material and other disaster-related waste removal.

4) All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Contractor will be required to increase its staffing from this point depending on the scope of the debris/waste removal operations, to be consistent with the number of field operations teams deployed by the debris Contractors. At the discretion of the Debris Manager, the Contractor may be required to replace any debris monitor for cause. As part of this proposal, the Contractor must indicate and explain how he/she will ensure the availability of a sufficient number of personnel to support this scope of work and also how additional personnel will be engaged should the scope of operations require additional monitors to meet City needs.

5) The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all applicable Federal, state and local occupational health and safety requirements.

6) The Contractor shall provide debris monitors with necessary transportation, all communications equipment (cell phone, satellite phones, radio, etc.) necessary to remain in contact with their supervisors or other key personnel who in turn are in direct contact with the Contract Management Center. The Contractor shall also provide all required logistical support for the personnel he/she engages, including lodging, meals and other necessary support services. The Contractor's supervisory personnel will be wholly responsible for support the Contractors operations and resolving conflicts within the scope of or in any way associated with those operations.

7) The Contractor shall provide temporary office space and other facilities as necessary to carry out the scope of the work and to support the Contractor's workforce.

8) Upon activation of the contract, the Contractor shall immediately contact the City's Debris Manager to coordinate workforce assignments. It is anticipated that the City's debris management Contractor will establish debris management zones within the City and the Contract will be expected to assign monitors in a manner consistent with the debris removal operations.

9) In the proposal, respondents must provide a detailed description of the resources (workforce and equipment) available to be employed on the project, including:

a. Summary of the Respondent's personnel that will be dedicated to the project, including:
   i. The number of management employees that will be assigned to the contract, their job titles, and responsibilities;
   ii. The names of and resumes for all members of the Project Management Team;
   iii. The name of the Respondent's claims representative;
   iv. List of the Subcontractors with whom the Respondent has agreements for post-disaster support.
H. CAPABILITY, CAPACITY, AND AVAILABILITY

1) Describe how Contractor intends to maintain its capability, capacity, and availability of forces to respond if activated by the City following a tornado/flood/or other natural hazard or man-made disaster. Knowing that the Contractor may have similar contracts in other geographic areas, describe how Contractor will satisfy all contractual obligations for City of Duncanville simultaneously with other obligations.

   a. Provide detailed resumes for key managers with a reference number for each. Identify all participants as local or non-local and provide percentage of participation in each previous project listed above.

   b. Identify the engineering and technical staffs who will be working on each project and include responsibility (project engineer, contractor, etc.) and designation of primary contact for City staff.

2) Describe how Contractor intends to complete the project in the timeframe desired by the City. Comment on how Contractor's ability to perform will be affected by a smaller and/or larger disaster event generating significantly smaller or larger volumes of hazardous wastes for removal and disposal.

I. DESCRIPTION OF MONITORING SERVICES

Respondent must provide a detailed description of the services that Respondent will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the work described in these specifications. In addition, the Respondent may include other services which, in the Respondent’s experience, are necessary or desirable in carrying out the intent of the proposed Contract and/or achieving the City's stated goals with respect to debris management operations following a disaster.

The description of services must, at a minimum, include the following:

1) A detailed description of the method and manner of monitoring the removal and lawful disposal of disaster-generated debris to ensure that the debris removal hauling contractors are performing in accordance with the provisions of the contracts, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the City's costs. The information provided should demonstrate how the Respondent will satisfy the requirements of the project, including:

   a. Scope and sequence of monitoring operations to be performed.

   b. Manner in which volumes of debris/waste will be estimated in the field, at TDSRS locations, and at landfills or disposal sites.

   c. Methodology for monitoring the collection, tracking, and disposal of disaster related materials.

   d. Description of the documentation, accounting, and financial processes, procedures and controls that will be utilized in managing, monitoring and accounting for the resources to be employed.

   e. Organization Chart that identifies the assignment of specific responsibilities to key personnel to ensure that all management functions are identified and an organization developed to insure that all project requirements are satisfied.

   f. Furnishing and operating an automated/electronic (paperless) debris tracking system.
2) A summary of the Respondent's project approach and proposed operating procedures relative to these key elements of the project, including at a minimum:

a. Debris removal and hauling contractor workforce and equipment registration and tracking;
b. Equipment identification in the field;
c. Truck certification, registration, and marking;
d. Debris Removal and Hauling Contractor workforce tracking;
e. Document management and controls, including Load Tickets and reports;
f. Data collection;
g. Data assimilation/integration;
h. Employment of GIS mapping, use of GPS, and other means of documenting;
i. Communications with Debris Removal and Hauling Contractor workforce;
j. Assembling the data necessary to prepare the Status Reports described below:
   - Database management
   - Quality Assurance (QA) for Loading Site Monitors
   - Quality Assurance for TDSRS Operations Monitors
   - Quality Assurance for Landfill Operations Monitors
   - Complaint tracking and resolution
   - Monitoring workforce health and safety training and compliance monitoring

3) A summary of Respondent's capability to manage data collection and provide status reports and documentation required for the project, including morning summaries from the Debris Removal and Hauling Contractor addressing:

a. Number of crews and types and quantities equipment to be deployed that day;
b. Areas where crews and equipment will be assigned;
c. Status of TDSRS operations, including volumetric reduction methods to be employed;
d. Changes in operational status or problems encountered since the previous report;
e. Numbers of monitoring crews to be dispatched and locations where crews will be assigned.

4) And evening summaries addressing:
   a. Overall status of Debris removal operations;
b. Number of crews and types and quantities of equipment employed that day;
c. Issues or problems affecting field operations;
d. Complaint referrals;
e. Damage referrals or updates;

f. Monitoring issues;

g. TDSRS issues;

h. Overall status of geographic area;

i. Numbers of monitoring crews deployed and locations where crews were assigned.

5) Daily reports that address the types and volumes of debris/waste collected, transported, processed, delivered to disposal sites, etc., on the previous day, broken down by:

a. Contractor;

b. Other forces;

c. TDSRS;

d. Community drop off site;

e. Disposal site;

f. Locations where debris/waste was collected (or 100% cleared);

g. GIS based maps that indicate the overall status of debris/waste removal operations.

6) Daily reconciliation of Debris Removal and Hauling Contractor's time and materials summaries, Load Ticket submittals, and invoices, including:

a. Review invoice and backup with Debris Removal and Hauling Contractor;

b. Reconcile invoice with database records;

c. Provide reviewed and approved invoice to City for payment.

J. AUTOMATED DEBRIS TRACKING AND REPORTING SYSTEMS

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, *Recent advances in automated debris management tracking systems have provided real – time and automated tracking and reporting...FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.*

Respondent must demonstrate ownership or licensing of a proprietary automated debris tracking and reporting system. Respondent must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment dedicated to meet the needs of the City. If Respondent is licensing such technology, Respondent must provide a written letter from licensor acknowledging licensor has a minimum of 100 devices on hand for Respondent's use in the event of a disaster and such devices will be made available for the City's recovery efforts. Respondent shall include graphic illustration and
Exhibit 1

explanation of system capability and be prepared to demonstrate system functionality if requested at the
time of proposal evaluation and/or interview. Respondent shall be required to submit hourly rates (in fee
schedule) for operations with and without use of the automated system. Respondent’s inability to provide
automated system in a timely manner shall be grounds for default.
A. GENERAL

The following preliminary specifications have been developed by City of Duncanville for monitoring of disaster related debris and waste management operations carried out by the City's designated Debris Removal and Hauling Contractor. These Preliminary Specifications will be used in negotiating final specifications for the project once a Contractor has been selected.

B. LOADING SITE MONITORING SERVICES

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from City of Duncanville.

The following minimum conditions apply:

1. Contractor shall, within 48 hours, be prepared to provide qualified on site personnel to monitor debris removal operations at debris loading sites located throughout the City. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12-14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by Debris Manager in coordination with the debris removal Contractor.

The Contractor will have Loading Site Monitors stationed at each loading site operated by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. The Contractor must be prepared to provide a minimum of two Loading Site Monitors to be stationed at each loading site. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection or Global Position Satellite (GPS) location to be valid. The volume of debris hauled will be estimated at the TDSRS by the Disposal Site Monitor. Load Tickets will be provided by the Contractor. Each monitor will be fully accountable for all Load Tickets issued to him/her.

2. Contractor shall provide all management, supervision, labor, transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to initiate debris load tickets to document the removal of eligible debris from public access roadways, public rights-of-way, and public property within City of Duncanville.

3. Contractor must be prepared to provide Loading Site Monitors per site per day at a minimum of a 12-14 hours shift. Contractor must provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.

4. All Loading Site Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.

5. All Loading Site Monitors must have experience in at least one of the following:
   - Entry level engineer
   - Solid waste site operations
   - Construction inspector
   - Land clearing operations
   - Entry level surveyor
   - Solid waste collections
6. Supervisors and all identified Loading Site Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the City.

7. Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

C. TDSRS / DISPOSAL SITE MONITORING SERVICES

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from City of Duncanville.

The following minimum conditions apply:

1. The Disposal Site Monitors is to complete the load ticket and estimate volumes that have been transported to TDSRSs or to landfills or other disposal sites for processing, temporary staging/storage, volumetric reduction, recycling, or disposal.

2. Contractor shall provide a minimum of two Disposal Site Monitors per TDSRS or disposal site per day for a minimum of a 12-14 hour shift. In the event that 24-hour operations are authorized, Contractor shall provide monitors for 24-hour operations, with no person being assigned to monitoring duties for more than 12 hours in any 24-hour period.

3. Contractor shall provide Disposal Site Monitors with transportation to and from the TDSRS and/or landfill sites and mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, logistic support, and all safety equipment, digital cameras, video cameras, and other equipment necessary to safely perform the site monitoring functions.

4. Monitors must speak English, be capable of working in an outside environment, and be able to climb a staircase ladder 10 feet high.

5. Monitors must be a minimum of 18 years of age, and have a valid driver's license issued in the United States.

6. Monitors must have experience in at least one of the following job categories:
   - Entry-level engineer
   - Construction inspector
   - Entry level surveyor
   - Solid waste site operations
   - Land clearing operations
   - Solid waste collections
   - Previous similar monitoring or inspection experience

7. Supervisors and all identified Disposal Site Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and must be approved by the City.

D. ROVING DEBRIS MONITOR SERVICES

Monitors will be assigned in accordance with the Contractor's Monitoring Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from City of Duncanville. The following minimum conditions apply:
1. The function of the Roving Debris Monitors is to verify that:
   a. All eligible debris is being removed from designated public rights-of-way and public property within designated debris zones in City of Duncanville.
   
b. Ineligible debris is not being picked up.
   
c. Debris Removal and Hauling contractors are performing their assigned work in a manner consistent with the terms of their Agreement with the City.

2. Contractor shall provide at least one Roving Debris Monitor for each debris pickup zone to monitor and verify eligible debris removal from designated public access roads within the debris pickup zone. The Roving Debris Monitor(s) must be prepared to operate minimum of 12 to 14 hours per day, 7 days per week, consistent with the City's established work schedule for the debris management contractor/contractor.

3. Contractor must provide Roving Debris Monitors with transportation, mobile communications equipment, all safety equipment, digital cameras, video cameras, and other equipment necessary to perform the roving debris monitoring functions.

4. All Roving Debris Monitors must speak English, be a minimum of 18 years of age, and have a valid driver's license issued in the United States.

5. All monitors must have experience in at least one of the following:
   • Entry level engineer
   • Construction inspector
   • Entry level surveyor
   • Solid waste site operations
   • Land clearing operations
   • Solid waste collections
   • Previous similar monitoring or inspection experience

6. Supervisors and all identified Roving Debris Monitors must attend a ½-day debris monitor training session to be conducted at a location specified by the Debris Manager before the start of the first shift. Training will be the responsibility of the Contractor and approved by the City.

7. Contractor shall provide all management, supervision, labor, transportation, and equipment necessary to monitor the operations of the debris removal and disposal Contractor.

8. Roving Debris Monitors must be capable of working in an outside environment and be able to climb a staircase ladder of 10 feet high.

E. DEBRIS MANAGEMENT CONSULTING SERVICES
1. The Contractor shall provide an experienced professional (Contractor) to assist the City in overseeing the debris management operations, including but not limited to clearing, loading, hauling, reduction, TDSRS/landfill operations, and other related activities. The Contractor must have broad debris removal operations management experience, including experience with debris removal operations, oversight of temporary debris storage and reduction sites, debris recycling and disposal. Required experience includes in-depth working knowledge of recovery operations, U.S. Army Corps of Engineers and similar debris management guidelines, and FEMA eligibility and reimbursement guidelines.
2. The Contractor will work directly with the City's Debris Manager or as otherwise directed by that official. The Contractor shall perform work as assigned which may include but not be limited to review of debris management plans and procedures, drafting task orders, work plans and reports, audit of debris management Contractor activities, operations, develop information for public dissemination on debris removal, reduction and disposal, and other duties as assigned.

3. The Contractor shall be available on site at the Debris Management Center for a minimum of two weeks following mobilization. The Debris Manager will establish the service requirements and length of time those services are needed based on needs of the City.

F. OPERATIONAL REQUIREMENTS
1. The Contractor will oversee documentation of the equipment and other resources provided by the City's debris management Contractor prior to the clearing, removal or hauling of any debris. At a minimum, the Contractor shall provide all necessary personnel and equipment to:
   a. Assign a unique number to each truck, trailer or other piece of equipment;
   b. Photograph each piece of equipment;
   c. Accurately measure the inside of each truck/trailer load bed and calculate its full load capacity;
   d. Identify the owner/operator of the equipment;
   e. Ensure that each piece of equipment is clearly labeled on both sides with: the name of the primary Contractor and, if appropriate, the subcontractor; the owner or /operator, as appropriate;
   f. The equipment number assigned; and, for trucks and trailers, the full load capacity as calculated;
   g. Document all results in a searchable digital data base;
   h. Provide for continuous monitoring and updating as equipment is placed into or removed from service;
   i. Provide daily reports to the City Debris Manager on the types and numbers of equipment in use.

2. The Contractor will assist the City in managing a Load Ticket Program to document the volume of debris loaded and transported to a TDSRS or landfill site. Each load of eligible debris shall be tracked using a 6-part load ticket to be provided by the Debris Monitoring Contractor (industry standard).

3. Operational Requirements of Roving Debris Monitor(s):
   • The Roving Debris Monitors will provide general oversight of debris management removal and disposal operations by the City's debris management Contractor.
   • The Roving Debris Monitors will be the "eyes and ears" in the field for the Debris Manager.
   • Therefore, their observations and reports must be backed up with photographs and video wherever necessary to demonstrate the Contractor's performance.
   • The Roving Debris Monitors are expected to make multiple visits to all loading sites and TDSRS/landfill sites on a continuing although random basis.

G. REPORTING
1. The Loading Site Monitors shall also maintain a log that contains the following information:
a. Debris loading site location;

b. Loading Site Monitors' Name;

c. Supervisor's Name;

d. Number of Load Tickets issued during the shift;

e. Starting load ticket number __;

f. Ending load ticket number __;

g. Any problems encountered or anticipated.

Each Loading Site Monitor shall submit his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor shall ensure that the load tickets and log are submitted to the Contract Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the City's Debris Manager.

2. Each Disposal Site Monitor will maintain a log that contains the following information:

a. TDSRS or landfill site location;

b. Debris Management Site Monitors' Name;

c. Supervisor's Name;

d. Truck/trailer number and volume of debris hauled into the site;

e. Cumulative total of debris delivered at the site during the shift;

f. Any problems encountered or anticipated;

Each Disposal Site Monitor will turn in his/her copies of the load tickets and the load ticket log to the designated supervisor at the end of each shift. The Contractor's supervisor will ensure that the load tickets and log are submitted to the Contract Management Center not later than 9 a.m. the following day along with a summary report that describes the nature of the work completed on the previous day and the status of debris management operations. The format and content of the daily report shall be as specified by the City's Debris Manager.

3. Each Roving Debris Monitor(s) will be responsible for providing a detailed report to the designated supervisor at the end of each shift. The Roving Debris Monitor(s) will report any serious or safety related discrepancies observed to their supervisor. The supervisor shall keep Debris Manager informed of situations that impact the execution of the debris removal contract.

4. The supervisor will collect all written reports and submit them to the Debris Manager by 9 a.m. the following day along with a detailed summary report of the previous day's operations. The format and content of the report will be as specified by the City's Debris Manager.
H. SAFETY
1. The Contractor shall follow and adhere to all appropriate Federal, state and local occupational health and safe requirements and guidelines.

2. The Contractor shall prepare the appropriate Site/Workplace Safety Plans required by current OSHA, Texas or other applicable agency rules, hold appropriate safety training sessions for assigned monitor workforces, and ensure that all personnel engaged in work under the agreement observe the specified safety procedures.

3. All Contractor personnel shall properly wear and maintain all appropriate safety equipment whenever engaged in work under the monitoring agreement. The following are mandatory: hardhat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

I. OTHER CONSIDERATIONS
1. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

2. The Contractor must be duly licensed in accordance with Federal and state statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Debris Management Center before commencing work.

3. The Contractor shall be responsible for promptly responding to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost. The City's Debris Manager shall be immediately advised of any such violation or notice of violation and the corrective actions being taken.

4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on City of Duncanville 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, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.

5. The Contractor must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.

6. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.