



**REQUEST FOR PROPOSALS
ADDENDUM NUMBER TWO (2)**

DATE: May 4, 2022
SUBJECT: ADDENDUM NUMBER 2
RE: RFP NO. 2022-017 DISASTER DEBRIS REMOVAL AND RECOVERY SERVICES
OWNER: CITY OF EDINBURG
TO: ALL PROSPECTIVE PROPOSERS

All addenda issued in respect to this bid shall be considered official changes to the original RFP documents and shall become part of the Contract documents. The following changes shall become part of the Request for Proposal for **Disaster Debris Removal and Recovery Services**.

CHANGES:

Revision to Section 2.41 Insurance Requirements

F. Upon award, evidence of the above insurance coverage must be attached as Exhibit "B" under the Professional Services Agreement (Exhibit A) and the City of Edinburg shall be listed as an additional insured.

Revision to Section 3.13 Professional Services Agreement

Provide form APPENDIX "J" demonstrating that the Professional Services Agreement (Exhibit A) has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter into such agreement.

Revision to Section 3.14 Scope of Work

Eligible Debris Removal Number

4. Hazardous Stumps (Removal, Back-fill, Haul)

The removal of hazardous stumps 24 inches and smaller in diameter will be treated as normal debris and paid based on the FEMA stump Conversion Table (<https://www.fema.gov/assistance/public/policy-guidance-fact-sheets/policy-archives>).

OTHER OPERATIONAL CONSIDERATIONS

5. White Goods

The Contractor may expect to encounter "white goods" available for disposal. For purposes of the contract, "white goods" will be those goods that constitute "household appliances" as defined in the Texas Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.

Revision to Section 4.04 Proposal Format

Section 12: Completed Signature Forms:

- Appendix A - Unit Rate Price Schedule
- Appendix B - Hourly Equipment and Labor Price Schedule
- Appendix C - Proposal Submission Form & Addendum Receipt
- Appendix D - Certificate of Interested Parties
- Appendix E - Non-Collusion Affidavit

- Appendix F - Insurance Requirement Acknowledgement
- Appendix G - Contact Information Form
- Appendix H - References
- Appendix I - Sub consultants
- Appendix J - Professional Service Agreement Acknowledgement
- W-9 Form (supplied by Proposer)

Replacement of Pages 37-76

QUESTIONS & CLARIFICATIONS:

Q. What is the Contract Term?

A. The initial term of the contract shall be from awarded date to September 30, 2023, with an option to renew for up to two additional one (1) year periods commencing on the date of execution of this contract by all parties unless otherwise terminated in accordance with the contract documents and shall automatically renew each year, from the date of award by City of Edinburg Council, unless either party notifies the other prior to the scheduled renewal date in accordance with the provision of Section 2.39 Price Adjustments or Section 2.28 Termination of Contract. At the sole option of the City of Edinburg, the Contract may be further extended as needed, not to exceed a total of six (6) months.

Q, Will the 1295 Form (Certificate of Interested Parties) be required with proposal?

A. Certificate of Interested Parties will be required as written submittal with proposal and will be required to be filed online post award.

Q. Will Forms on Page 16-19 be required with the proposal submittal?

A. Yes, forms will be required and be added to Section 4.04 Proposal Format, Section 12: Completed Signature Forms after Appendix J

Q. Do we need to follow page 32 that states, "The response should be in the same order and the selection and evaluation procedures"?

A. Yes, proposal format must be followed

Q. Can the 30-page limit be double sided?

A. Yes

Q. Will any of the required forms be counted towards the 30-page limit?

A. No, required forms will not be counted towards limit. Forms include, Resumes, Section 12: Completed Signature Forms, Section 13, Bid Bond, Signing Authority, Litigation, Issued Agenda, Licenses, etc.

Q. P.33 Section 9 asks for financial resources and bond rating. Will this be required and what information is needed to satisfy the bond-rating requirement?

A. It will be required and must provide proof (letter) that the company has the ability and capacity to be bonded for any size project.

Q. Is a bid bond required?

A. Bid Bond will be required once the project is let, the City and the monitoring company will be requesting to have a bid bond once the size of the project is determined.

Q. The Edinburg website says "It is a bidder's responsibility to download and submit all required forms with their bids," and links to "Purchasing Forms." Are we also to include the Vendor Application Form, Conflict of Interest Form, and Sole Source Affidavit with our submittal?

A. Forms are listed as a reference; only forms noted on RFP 2022-017 will be required to be submitted

Q. Is Item 14.1 intended to be part of the private property debris removal operations? If so, will the stumps be placed on the ROW, then converted and hauled as vegetative debris?

A. Yes, it is intended to be part of the private property debris removal operations. Yes, stumps will be placed on the ROW, then converted and hauled as vegetative debris

Q. Can the City confirm disposal fees are a pass through expense where the contractor pays the fee and bills it to the City with no markup?

A. No fees, City of Edinburg owns its own Landfill

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND RETURN TO MS. LORENA FUENTES, ASSISTANT PURCHAING MANAGER VIA EMAIL TO lfuentes@cityofedinburg.com. PLEASE INCLUDE THIS FORM IN YOUR BID PROPOSAL.

NAME: _____ TITLE: _____

COMPANY: _____

If you have any questions or require additional information, do not hesitate to contact Ms. Lorena Fuentes, Assistant Purchasing Agent at (956) 388-8972.

SINCERELY,

Lorena Fuentes

Lorena Fuentes,
Assistant Purchasing Agent
Finance Department

APPENDIX A - UNIT RATE PRICE SCHEDULE

PRICE PROPOSAL FORM			
1.	Public Property Commingled Debris Removal (Right-of-Way) and Hauling to Debris Management Sites(DMS/TDSRS) or final disposal sites (NOTE 1, 3 & 6)		
		Unit Price	Units
	ESTIMATED Less than 200,000 Cubic Yards		Cubic Yards
	ESTIMATED More than 200,000 Cubic Yards		Cubic Yards
2.	Private Property Commingled Debris Removal (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1, 3, 6 & 9)		
		Unit Price	Units
	ESTIMATED Less than 200,000 Cubic Yards		Cubic Yards
	ESTIMATED More than 200,000 Cubic Yards		Cubic Yards
3.	Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 6)		
		Unit Price	Units
	ESTIMATED Less than 200,000 Cubic Yards		Cubic Yards
	ESTIMATED More than 200,000 Cubic Yards		Cubic Yards
4.	Demolition and Removal of Private Structure (C&D) (NOTES 2, 3, 6 & 9)		
		Unit Price	Units
	ESTIMATED Less than 200,000 Cubic Yards		Cubic Yards
	ESTIMATED More than 200,000 Cubic Yards		Cubic Yards
5.	Demolition and Removal of Private Structure Non-Regulated Asbestos Containing Material (NRACM) (NOTES 2, 3, 6 & 9)		
		Unit Price	Units
	ESTIMATED Less than 200,000 Cubic Yards		Cubic Yards



	ESTIMATED More than 200,000 Cubic Yards		Cubic Yards
6.	Management of DMS/TDSRS (NOTE 4)		
		Unit Price	Units
	ESTIMATED Less than 200,000 Cubic Yards		Cubic Yards
	ESTIMATED More than 200,000 Cubic Yards		Cubic Yards
7.	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal (NOTE 3)		
		Unit Price	Units
	ESTIMATED Less than 200,000 Cubic Yards		Cubic Yards
	ESTIMATED More than 200,000 Cubic Yards		Cubic Yards
8.	Grinding or consolidation of C&D debris at DMS/TSDSRS		
		Unit Price	Units
	ESTIMATED Less than 200,000 Cubic Yards		Cubic Yards
	ESTIMATED More than 200,000 Cubic Yards		Cubic Yards
9.	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal		
		Unit Price	Units
	ESTIMATED Less than 200,000 Cubic Yards		Cubic Yards
	ESTIMATED More than 200,000 Cubic Yards		Cubic Yards
10.	Pick Up and Disposal of Hazardous Material		/LB
11.	Freon Management and Recycling		/UNIT



12.	Dead Animal Collection, Transportation and Disposal		/LB
13.	Abandoned Vehicle removal		EACH
14.	Tree Hazards - Hazardous Stumps to Landfill/TDSR, Removal, Backfilling, and Hauling		
		Unit Price	Each
	a) 25 to 36 inches		STUMP
	b) 37 to 48 inches		STUMP
	c) 49 inches and larger		STUMP
14.1	Removals, to the curb		
	a) 6" to 24"		STUMP
	b) 25 to 36 inches		STUMP
	d) 37 to 48 inches		STUMP
	e) 49 inches and larger		STUMP
15.	Hazardous hangers(average of 3 hangers/tree)		Per Tree



APPENDIX B - HOURLY EQUIPMENT & LABOR PRICE SCHEDULE

PRICE PROPOSAL FORM		
16.	PERSONNEL	RATE PER HOUR
	PROJECT CLASSIFICATION	
	OPERATIONS SUPERVISOR	
	CREW FOREMEN WITH CELL PHONE AND PICKUP TRUCK	
	PROJECT COORDINATOR	
	FIELD HAZ MATERIAL MANAGER	
	HM CONTAIN AREA MANAGER	
	FIELD PROJECT SUPERVISOR	
	HM AREA SUPERVISOR	
	FIELD PROJECT FOREMAN	
	HM CONTAINMENT AREA FOREMAN	
	FIELD HM TECHNICIAN	
	HM CONTAIN AREA TECHNICIAN	
	HEALTH & SAFETY SPECIALIST	
	PROJECT ENGINEER	
	PROJECT GEOLOGIST	
	CHEMIST	
	REGULATORY MANAGER	
	EQUIPMENT OPREATOR	
	ASBESTOS ABATEMENT SUPREVISOR	
	ASBESTOS ABATEMENT WORKER	
	ASBESTOS INSPECTOR	
	TRUCK DRIVER	
	ADMINISTRATIVE ASSISTANT	



	CLERICAL		
	LABORER WITH CHAIN SAW		
	LABORER WITH SMALL TOOLS		
	TRAFFIC CONTROL FLAG PERSON		
17.	VEHICLES/TRANSPORTATION		
	DESCRIPTION	COST	
	PICKUP TRUCK		
	PICKUP TRUCK EXTENDED CAB		
	PICKUP TRUCK 4 X 4		
	PICKUP TRUCK 1 TON		
	BOX TRUCK		
	PASSENGER CAR		
	20' RESPONSE TRAILER		
	36' RESPONSE TRAILER		
	OFFICE TRAILER		
	FLATBED TRAILER		
	VEHICLE USE – PICKUPS, VANS, CARS		
	VEHICLE USE – TRAILER, HEAVY TRUCKS		
	12' WORKBOAT W/MOTOR		
	12' WORKBOAT W/O MOTOR		
	VACUUM TRUCK 3500 GALLON		
	DESCRIPTION	COST	UNIT
	30-60 TON CRANE		HOUR
	61-90 TON CRANE		HOUR
	100 – TON CRANE		HOUR



AIR – CURTAIN INCINERATOR, SELF – CONTAINED SYSTEM	HOUR
TUB GRINDER, 800 – 1,000 HP	HOUR
BACKHOE LOADER	HOUR
SKID STEER LOADER	HOUR
BROOM TRCTOR	HOUR
BULLDOZER, TRACKED, D5 OR SIMILAR	HOUR
BULLDOZER, TRACKED, D6 OR SIMILAR	HOUR
BULLDOZER, TRACKED, D7 OR SIMILAR	HOUR
BULLDOZER, TRACKED, D8 OR SIMILAR	HOUR
DUMP TRUCK, 5-12 CUBIC YARD CAPACITY	HOUR
DUMP TRUCK, 12-20 CUBIC YARD CAPACITY	HOUR
DUMP TRUCK, 21-40 CUBIC YARD CAPACITY	HOUR
DUMP TRILER WITH TRUCK, 31-60 CUBIC YARD ACPACITY	HOUR
DUMP TRAILER WITH TRUCK, 61-90 CUBIC YARD CAPACITY	HOUR
GENERATOR WITH LIGHTING, MOBILE	HOUR
GRADER WITH 12' BLADE	HOUR
HYDRAULIC EXCAVATOR, 1.5 CUBIC YARD CAPACITY	HOUR
HYDRAULIC EXCAVATOR, 2.5 CUBIC YARD CAPACITY	HOUR
SELF-LOADING DUMP TRUCK WITH KNUCKLE BOOM AND DEBRIS	HOUR
PICKUP TRUCK	HOUR
FLATBED TRUCK	HOUR
LOWBOY TRAILER WITH TRACTOR FOR EQUIPMENT TRANSPORT	HOUR
WATER TRUCK	HOUR
SERVICE TRUCK	HOUR
FRONT-END LOADER, 950 OR SIMILAR	HOUR
FRONT-END LOADER, 966 OR SIMILAR	HOUR
FRONT-END LOADER, 980 OR SIMILAR	HOUR



	FRONT-END LOADER/BACKHOE 1.0-1.5 CUBC YARD CAPACITY		HOUR
	SOIL COMPACTOR, UP TO 80 HP		HOUR
	SOIL COMPACTOR, 81 + HP		HOUR
	TEMPORARY OFFICE TRAILER		HOUR
	MOBILE COMMAND AND COMMUNICATIONS TRAILER		HOUR
18.	PERSONAL PROTECTIVE EQUIPMENT (PPE)		
	DESCRIPTION	COST	UNIT
	LEVEL A EMPLOYEE FULLY ENCAPSULATED SUIT, SCBA, 1 SCABA BOTTLE, GLOVES AND BOOTS (DOES NOT INCLUDE SUIT, GLOVE, OR BOOT REPLACEMENT)		DAY
	LEVEL B EMPLOYEE PROTECTIVE COVERALL, SCBA OR AIRLINE RESPIRATOR, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL OR GLOVE REPLACE.)		DAY
	LEVEL C EMPLOYEE PROTECTIVE COVERALL HALF OR FULL FACE RESPIRATOR, CARTRIDGES, GLOVES, BOOTS, AND HARD HATS (DOES NOT INCLUDE COVERALL, CARTRIDGE, OR GLOVE REPLACEMENT.)		DAY
	SCBA BOTTLES REFILL – AFTER THE FIRST INCLUDED IN LEVEL A & B CHARGE ABOVE		EACH
	CASCADE AIR SYSTEM PER EMPLOYEE		DAY
	AIR FILTRATION PANAL		DAY
	AIRLINE RESPIRATOR EACH INCLUDES 150 FEET OF AIRLINE		DAY
	RESPIRATOR AIRLINE 50' SECTION		EACH
	RESIRATOR CARTRIDGES		PAIR
	LEVEL A SUIT – KAPPLER RESPONDER OR EQUAL		EACH
	LEVEL B SUIT – KAPPLER RESPONDER OR EQUAL		EACH
	TYVEK		EACH
	PROSHIELD		EACH
	SARANEX		EACH
	ACID SUIT		EACH

	RAIN SUIT		EACH
	NEOPRENE GLOVES		PAIR
	NITRILE GLOVES		PAIR
	SILVERSHIELD GLOVES		PAIR
	PVC GLOVES		PAIR
	COTTON OR LATEX GLOVES		PAIR
	LEATHER WORK GLOVES		PAIR
	PVC BOOTS (HAZMAX)		PAIR
	BOOT COVERS		PAIR
	HEARING PROTECTION		PAIR
	HIGH HAZARD PERSONNEL DECONTAMINATION		DAY
	PORTABLE EYEWASH STATION		DAY
	FIRST AID STATION		DAY
	PERSONNEL RETRIEVAL SYSTEM		DAY
	PERSONNEL RETRIEVAL HARNESS		DAY
19.	DIASTER RECOVERY MONITORING/SAMPLING EQUIPMENT		
	DESCRIPTION	COST	UNIT
	COMBUSTION GAS INDICATOR		DAY
	TOXIC GAS DETECTOR		DAY
	PHOTOIONIZATION DETECTOR		DAY
	HAZCAT KIT		DAY
	DETECTOR TUBES		TEN
	HAZMAT PACK		GALLON
	PH PAPER		PACK
	SPILL CLASSIFIER		STRIP
	PERSONNEL AIR SAMPLING PUMP		DAY



20.	HEAVY EQUIPMENT		
	MECHANIZED BROOM		HOUR
	BACKHOE (35.00/HOUR AFTER 8 HOURS)		DAY
	BACKHOE EXTENDAHOE (40.00/HOURS AFTER 8 HOURS)		DAY
	TRACKHOE 490 OR EQUIVALENT		DAY
	(80.00/HOUR AFTER 8 HOURS)		DAY
	BULLDOZER D4 OR EQUIVALENT (70.00 HOUR AFTER 8 HOURS)		DAY
	12 TON LOWBOY (_____ /HOUR AFTER 8 HRS)		DAY
	50 TON LOWBOY (_____ /HOUR AFTER 8 HRS)		DAY
	SKID STEER (BOBCAT) (_____ /HOUR AFTER 8HRS)		DAY
21.	RECOVERY EQUIPMENT		
	DESCRIPTION	COST	UNIT
	HAND OPERATED TRANSFER PUMP		DAY
	1" DIAPHRAGM PUMP		DAY
	2" DIAPHRAGM PUMP		DAY
	2" DIAPHRAGM PUMP SS		DAY
	3" DIAPHRAGM PUMP		DAY
	1" SUCTION OR DISCHARGE HOSE		DAY
	2" SUCTION OR DISCHARGE HOSE		DAY
	3" SUCTION OR DISCHARGE HOSE		DAY
	4" Trash Pump		DAY
	6" Trash Pump		DAY
	8" Trash Pump		DAY
	10" Trash Pump		DAY
	12" Trash Pump		DAY



	14" Trash Pump		DAY
	16" Trash Pump		DAY
	18" Trash Pump		DAY
	4" SUCTION OR DISCHARGE HOSE		DAY
	6" SUCTION OR DISCHARGE HOSE		DAY
	8" SUCTION OR DISCHARGE HOSE		DAY
	10" SUCTION OR DISCHARGE HOSE		DAY
	12" SUCTION OR DISCHARGE HOSE		DAY
	14" SUCTION OR DISCHARGE HOSE		DAY
	16" SUCTION OR DISCHARGE HOSE		DAY
	18" SUCTION OR DISCHARGE HOSE		DAY
	2" CHEMICAL SUCTION OR DISCHARGE HOSE		DAY
	3" CHEMICAL SUCTION OR DISCHARGE HOSE		DAY
	SMALL COMPRESSOR		DAY
	185 CFM COMPRESSOR		DAY
	AIRHOSE SECTION		DAY
22.	MISCELLANEOUS EQUIPMENT		
	DESCRIPTION	COST	UNIT
	PORTABLE LIGHT STAND		DAY
	4000-5000 WATT GENERATOR		DAY
	ELECTRICAL CORD SECTION (50')		DAY
	SPIKE BAR		DAY
	AIRLESS SPRAYER		DAY
	PRESSURE WASHER		DAY
	WATER HOSE SECTION (GARDEN)		DAY
	CUTTING TORCH		EACH



	WIRE WELDER		DAY
	AIR BLOWER		DAY
	HEPA VAC		DAY
	BARREL CART		DAY
	WHEELBARROW		DAY
	OIL DRY SPREADER		DAY
	TRAFFIC CONTROL VESTS, CONESS, FLAGS, BARRELS, ETC.		DAY
	DRILL WITH BITS		DAY
	GROUNDING CABLE AND ROD		DAY
	CIRCULAR SAW		DAY
	HAND TOOLS PER EMPLOYEE SHOVELS, SCOOPS, BROOMS, RAKES, HOES, ETC.		DAY
	TOOL KIT HAMMERS, PLIERS, SCREWDRIVERS, ETC.		DAY
	WRENCH KIT BUNG WRENCH, SPEEDWRENCH, PIPE WRENCH, SOCKETS, CHANNEL LOCKS		DAY
	STEP LADDERS		DAY
	EXTENSION LADDERS		DAY
	PHOTOGRAPHIC EQUIPMENT		DAY
	PORTA JOHN		DAY
	FLASHLIGHTS		EACH
	HANDHELD RADIOS		DAY
	DECONTAMINATION CHARGE FOR ALL VEHICLES AND EQUIPMENT		
23.	MATERIALS/DISPOSABLES		
	DESCRIPTION	COST	UNIT
	5" X 10' ABSORBENT BOOM – PETROLEUM		EACH
	8" X 10' ABSORBENT BOOM – PETROLEUM		EACH



3' X 12' ABSORBENT GOOM – UNIVERSAL	EACH
ABSORBENT PADS BUNDLE – PETROLEUM	EACH
ABSORBENT PADS BUNDLE – UNIVERSAL	EACH
ABSORBENT CLAY BAG	EACH
OIL DRY	EACH
PEAT MOSS	EACH
VERMICULITE	EACH
SODA ASH BAG	EACH
4 MIL 20 X 100 POLYETHYLENE	EACH
6 MIL 20 X 100 POLYETHYLENE	ROLL
6 MIL BAGS	EACH
DUCT TAPE	ROLL
55- GALLON DRUMS	EACH
55- GALLON DRUMS LINER 10 MIL	EACH
FIBER DRUMS	EACH
30- GALLON OVERPACK	EACH
95 GALLON POLY OVERPACK	EACH
DOT HAZARDOUS WASTE LABELS	EACH
FIRE EXTINGUISHER	EACH
CAUTION/HAZARD TAPE	EACH
RESPIRATOR WIPES	EACH
KAPPLER TAPE	ROLL

NOTES:

1. This price assumes that DMS/TDSRS's disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add _____ per cubic yard.

2. This price assumes final disposal is within 150. For distances, over 150 miles but less than 300 miles add _____ per cubic yard.



3. If scales are available at alternative final disposal site /TON cost will be used in lieu of /CY. The Contractor pays tipping fee at alternative final disposal site(s) and bills the City at cost.
4. Includes management of site remediation to include, but not limited to, pre and post use soil and water testing.
5. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325. Once converted amounts will be charged using item 1-4 rates as appropriate.
6. Invoices to be based on incoming and/or outgoing load tickets.
7. Measured at 4.5 feet above ground.
8. Items 1-32 include all personnel costs needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.
9. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Contractor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner.



RESPONDENT CERTIFICATION

The undersigned attest to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, License And Registration Requirements, Insurance Requirements and any other documentations relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name

Telephone #

Fax #

Main Office Address

City

State

Zip Code

Address of Office Servicing City of Edinburg, if different than above

City

State

Zip Code

Name and Title of Firm Representative

Telephone #

Fax #

Signature

Date



APPENDIX D – CERTIFICATE OF INTERESTED PARTIES

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is No Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: center; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			



APPENDIX E – NON-COLLUSION AFFIDAVIT

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that:
(Name)

- (1) He is President of _____, the Bidder that has submitted the attached Bid;
(Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign _____

Title _____

Subscribed and sworn to me this _____ day of _____, 20_____.

By:

Notary Public
My commission expires

END OF SECTION



INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for _____,
Company/Vendor

Hereby acknowledge the receipt of the City’s required insurance limits. Said requirements:

- Will be acquired within 10 working days after notification from the Solid Waste Management Department of bid awarded by the City of Edinburg; (*An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the City.)
- Will acquire additional amount needed to meet the City’s requirements within 10 working days after notification from the Solid Waste Management Department of bid awarded by the City of Edinburg; currently carry the following:

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

(* An insurance certificate for the required insurance limits shall be provided to the Solid Waste Management Director in order to qualify for award of bid and to execute a contract between the Company and the City.) **OR**

- Have already been met (see attached copy of insurance certificate).

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance to the Solid Waste Management Director will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure that coverage policy is in place. It is the Company’s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET



CONTACT INFORMATION FORM

Proposer

Full Name of Business: _____

Principal Business Address: _____

Principal Phone Number: _____

Local Business Address: _____

Local Business Contact: _____

Local Business Number: _____

Local Business Fax: _____

Local Business Email: _____

Type of Organization: _____

Tax I.D. #: _____

License #: _____

Registrations #: _____

Provide names of authorized representative(s) of the Respondent who has/have legal authority to bind the Respondent into contractual obligations:

1. _____

2. _____

3. _____

Organizational Structure

Name	Title	Area of Responsibility
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1.		
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2.		
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3.		
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4.		
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5.		
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APPENDIX H – REFERENCES

REFERENCES

Current Client Reference 1	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
Current Client Reference 2	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
Current Client Reference 3	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	



Current Client Reference 4	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	
Current Client Reference 5	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	



APPENDIX I – SUBCONSULTANTS

SUBCONSULTANTS

Subconsultant Name:	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Area of Responsibility	
Subconsultant Name:	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Area of Responsibility	
Subconsultant Name:	
Organization Name:	Contact and Title:
Address:	Phone number:
	Email Address:
Effective date of contract	Value of Contract:
Area of Responsibility	



Subconsultant Name:	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
Area of Responsibility	
Subconsultant Name:	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
Area of Responsibility	
Subconsultant Name:	
Organization Name:	Contact and Title:
Address:	Phone number: Email Address:
Effective date of contract	Value of Contract:
Area of Responsibility	

** Add one page of references per subconsultant being utilized for City Project



PROFESSIONAL SERVICE AGREEMENT ACKNOWLEDGEMENT FORM

By signing below, the consultant firm acknowledges that it has examined the enclosed City of Edinburg’s Standard Agreement “AGREEMENT FOR PROFESSIONAL SERVICES”. If the City accepts the proposal, the agreement, without any changes, shall be executed by the consultant firm within three (3) working days of being notified by the City.

Legal Name of the Consultant Firm: _____

Business address: _____

Name of Authorized Person: _____

Signature of Authorized Person: _____

Date: _____

Telephone Number: _____

Email Address: _____



EXHIBIT “A”

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND CONTRACTOR FOR
CITY OF EDINBURG	§	DISASTER DEBRIS REMOVAL AND
		RECOVERY SERVICES FOR THE CITY OF
		EDINBURG

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and CONTRACTOR (hereinafter “Contractor”), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for disaster debris removal and recovery services for the City of Edinburg and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Contractor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, the Contractor will comply with all applicable federal regulations from Title 2 Code of Federal Regulations Part 200 Appendix II; and

WHEREAS, City desires to engage Contractor to render services in connection therewith:

NOW, THEREFORE, City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to furnish and provide services, labor, materials, and equipment (“Services”) as stated in this agreement and **Exhibit “A”**. Upon receipt of Services to the City’s satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit “A”** of this document. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever.



Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Contractor's work with the following tasks:
1. Provide Contractor with its requirements for the Services.
 2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Contractor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Contractor.
 5. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.
 6. Direct Contractor, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV **RESPONSIBILITIES OF CONTRACTOR**

- A. Contractor shall perform the Services described in **Exhibits "A"**.
- B. Contractor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.
- D. Contractor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their



sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Contractor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Contractor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

I. Contractor's obligations under this clause are in addition to the Contractor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Contractor for Contractor's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V **PAYMENT AND FEES**

City agrees to pay Contractor for Services being contracted herein as follows:

A. City hereby agrees to pay services to be performed under this Agreement pursuant to the proposal in Exhibit A; any cost savings realized from the performance and completion of the task orders and acceptance by the city, shall revert to the City by the Contractor.

B. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible.



City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Contractor has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Any Services are defective, requiring correction or replacement;

f. City has been required to correct defective Services or has accepted defective Services;

g. Liens have been filed in connection with the Services; or

h. Other items entitle City to a set-off against the payment amount.

D. If City imposes any set-off against payment, City will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Contractor under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Contractor's employees' taxes. Contractor hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Contractor and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.



G. Contractor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Contractor following termination or expiration of this Agreement as defined below, the Contractor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all liabilities, obligations, and claims arising out of this Agreement and the performance thereof.

SECTION VI **TERM OF AGREEMENT**

A. Contractor contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. The initial term of the contract shall be from the date of execution of this Agreement through September 30, 2023. The City may, in its sole discretion, determine to extend this agreement for two additional one-year terms. If the City approves such extension, it will provide written confirmation to Vendor.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Contractor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Contractor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Contractor's Services hereunder or at such other time as may be requested by City, Contractor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof,



whether prepared by Contractor or others, in Contractor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.

- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits

- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits

- D. City's Protective Liability



1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional
\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Contractor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Contractor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Contractor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Contractor.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;
4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole



or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII **AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION**

A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Contractor during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Contractor for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Contractor until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

SECTION IX **COMPLIANCE STANDARDS**



The Contractor agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Contractor also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
4. The Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Contractor. Contractor agrees to maintain such records in an accessible location for a period of three (3) years.
5. Executive Order 11246 (paragraph a - c for contracts under \$10,000; paragraphs a - g for contracts over \$10,000) - Equal Employment Opportunity.
6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.
7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.



SECTION X
DEBARMENT PROHIBITION

The Contractor agrees, that at the time of execution of this Agreement that neither the Contractor nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XI
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with Section IX below.

SECTION XII
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

A. After exhausting the procedures set forth above, either party may initiate litigation to resolve the dispute. The Law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs.

SECTION XIII
INDEMNIFICATION

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.



B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XIV
LIMITATION OF LIABILITY

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XV
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XVI
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threatened against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.



SECTION XVII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XVIII
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Manager

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: City Attorney

(b) Notices to Contractor:

[address]
Attn.: [name]

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XIX
NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.



SECTION XX
SUCCESSORS AND ASSIGNS

City and Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXI
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XXII
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2022.



CITY OF EDINBURG:

BY: _____
Myra L. Ayala, Interim City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
, Interim City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa
City Attorney

CONTRACTOR

BY: _____
NAME
TITLE
STREET ADDRESS
CITY, STATE ZIP CODE
Phone:
Fax:
Email:

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance



EXHIBIT "B"

TECHNICAL QUALIFICATION RATING SHEET

RFP EVALUATION FORM				
SELECTION CRITERIA	RIF RANGE	RIF MAX		EVALUATORS SCORE
PROPOSER'S PRICE Including, but not limited to, Contractor's creditworthiness and willingness to provide performance guarantees. (The total of all lines items in Appendix A and Appendix B)	0-35	35	=	
PROPOSER'S QUALIFICATIONS/EXPERIANCE Contractor's ability to be there on time with the resources needed Including, but not limited to, i) Quantity, quality, and availability of management personnel, equipment and labor resources, ii) experience providing equal or greater level of services under the same or similar circumstances, and iii) skills in hazardous materials abatement, and availability of ancillary equipment and services such as temporary housing, mobile kitchen facilities, catering services, generators, etc. Use of local contractors, etc.	0-30	30	=	
TECHNICAL PROPOSAL EVALUATION Confidence in approach and methodology, Contractor's ability and commitment to i) pre-plan, stage, and monitor the work, and experience in handling hazardous waste materials and environments.	0-25	25	=	
COMPLIANCE WITH BID INSTRUCTIONS	0-10	10	=	
TOTAL		100	=	
PROPOSER:				
EVALUATER				



EXHIBIT "C" UNIT RATE PRICE SCHEDULE

<https://www.fema.gov/assistance/public/schedule-equipment-rates>





**City of Edinburg, Texas
Disaster Debris Management Plan**

April 2019

