



PORTCORPUSCHRISTI

Project No. 161699A

May 31, 2018

TO ALL POTENTIAL PROPOSERS

Subject: Addendum No. 3 for Request for Proposals for Debris Management Services

Ladies/Gentlemen:

This addendum is considered part of the Request for Proposal Documents and is issued to change, amplify, add to, delete from, or otherwise explain the Request for Proposal Documents. Where provisions of this addendum differ from those of the original Request for Proposal Documents, this addendum will take precedence and govern.

Proposers are hereby notified that they must incorporate this addendum into their submission, and it will be construed that the proposer's submission reflects with full knowledge all items, changes, and modifications to the Request for Proposal Documents herein specified. Proposers will acknowledge receipt of each addendum in the space provided on **Attachment H: Addendum Acknowledgement Form**.

LIST OF ATTACHMENTS:

ADD Attachment F: Debarment Certification - FEMA FORM 20-16C, OCT 04 (2 pages)

ADD Attachment G: Port Authority Inner and Outer Harbor Property Maps (2 pages)

ADD Attachment H: Addendum Acknowledgement Form

Section 2 – INTRODUCTION AND PROJECT OVERVIEW:

ADD the sentence: "The Port Authority is seeking a Debris Management Service Contractor for a two (2) year contract term, upon execution of the contract." to the beginning of paragraph three of page two.

Section 5 - Proposal Content:

SECTION 5.01 Presentation

REMOVE the last sentence of the second paragraph "**Submittals shall be limited to 15 total pages, excluding resumes and copies of existing documents or forms.**"



REPLACE with “Submittals shall be limited to 20 total pages, excluding resumes and copies of existing documents or forms.”

SECTION 5.03

Technical Proposal

G. Fee Proposal

REMOVE the first paragraph under **G. Fee Proposal** “The Proposer’s Fees shall be provided on the Unit Price Rate Sheet provided as Attachment A and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct and indirect costs and expenses. Indirect costs are including, but not limited to, such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).”

REPLACE with “The Proposer’s Fees shall be provided on the Unit Price Rate Sheet provided as **Attachment A** and include any and all costs or expenses to be incurred by the Proposer in completing all aspects of the Project, including all direct and indirect costs and expenses. Land Fill Tipping/Disposal Fees will be estimated and added separately as line items in **Attachment A**. These fees can be negotiated by the contractor and approved land fill at the time of contractor activation. However, the landfill tipping fee anticipated shall be listed with **Attachment A**. Indirect costs are including, but not limited to, such costs as the Proposer's general, administrative and overhead costs; project management and supervisory costs; all fees, charges and taxes; labor, direct and indirect payroll costs; insurance costs; cost of equipment, material, tools and transportation; and operating margin (profit).”

REMOVE the second paragraph under **G. Fee Proposal** “Attachment A includes unit prices for the specified services. On Attachment B, the Proposer shall include all hourly rate charges for personnel and for heavy equipment and vehicles that are employed or owned by the company. The Port Authority may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the Port Authority from time to time during the contract period.

REPLACE with: “**Attachment A** includes unit prices for the specified services On **Attachment B**, the Proposer shall include all hourly rate charges for materials removal, personnel and for heavy equipment and vehicles that are employed or owned by the company. The Port Authority may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the Port Authority from time to time during the contract period.”

REMOVE the third paragraph under **G. Fee Proposal** “Pricing shall include, but not be limited to, the following services:”

REPLACE with “Pricing for Scenarios in **Attachment A** shall include debris as described in Section 6.01 Debris Removal as “mixed” or “all” debris. Pricing shall include, but not be limited to, the following services:”

Section 6 – Scope of Work:

SECTION 6.06 Scope of Work Scenarios

REMOVE section header “**Section 6.06 – Scope of Work Scenarios**”

REPLACE with “**Section 6.07 – Scope of Work Scenarios**”

SECTION 6.07 Scope of Work Scenarios

REMOVE the paragraph under **D. Significant Event – Removal, Reduction, Hauling, and Separating Mixed Debris** “In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce and haul mixed debris to offsite recycling and disposal site(s) designated, managed, and operated by the contractor.”

REPLACE with: “In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce and haul mixed to debris to offsite recycling and disposal site(s) designated, managed, and operated by the contractor. Contractor will provide final haul out of debris.”

REMOVE the paragraph under **F. Catastrophic Event with Site Management** “In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, and operate one or more mixed debris management sites including burn operations. DMSs may be located on and off Port Authority property in this scope of work scenario. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the Port Authority.”

REPLACE with “In this event the contractor shall perform the services included in **E. Catastrophic Event** and additionally be tasked to plan, set up, mobilize equipment, manage, and operate one or more mixed debris management sites including burn operations. DMSs may be located on and off Port Authority

To All Potential Proposers
Page 4 of 3
May 31, 2018

Project No. 161699A
Addendum No. 3

property in this scope of work scenario. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the Port Authority.”

ATTACHMENT A:

REMOVE Attachment A Unit Rate Pricing Sheet (4 pages)

REPLACE with *Revised Attachment A* Unit Rate Pricing Sheet (3 pages)

ATTACHMENT B:

REMOVE Attachment B Hourly, Labor, and Equipment Pricing Schedule (3 pages)

REPLACE with *Revised Attachment B* Hourly Material, Labor, and Equipment Pricing Schedule (4 pages)

Sincerely,



Neal Kunkel
Environmental Planning & Compliance

NK/lc

Enclosures

cc: Sean Strawbridge
Sarah Garza



Attachment F
Debarment Certification
FEMA FORM 20-16C

U. S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

O.M.B. No. 1660-0025
Expires July 31, 2007

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 1.7 hours per response. The burden estimate includes the time for reviewing instructions and searching existing data sources, gathering and maintaining the data needed and completing, and submitting the form. You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0001). **NOTE: Do not send your completed form to this address.**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)," The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.


1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

 Standard Form-LLL "Disclosure of Lobbying Activities" attached
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;

(a) Publishing a statement notifying employees that the unlawful manufacture, distributions
(b) Establishing an on-going drug free awareness program to inform employees about-

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

- (1) Abide by the term of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convections;

(e) Notifying the agency, in writing, with 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or

(2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check ☐ If there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

Attachment G
Port Authority Inner and Outer Harbor
Property Maps

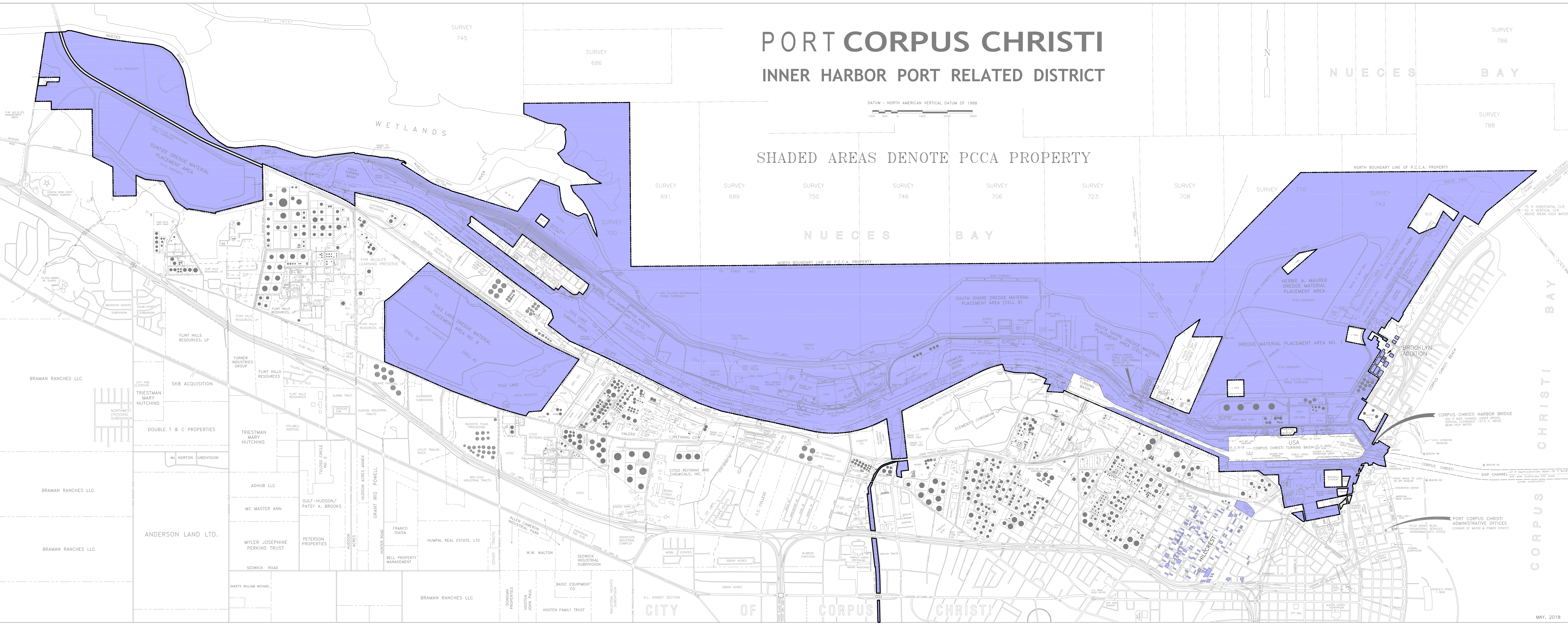
PORT CORPUS CHRISTI

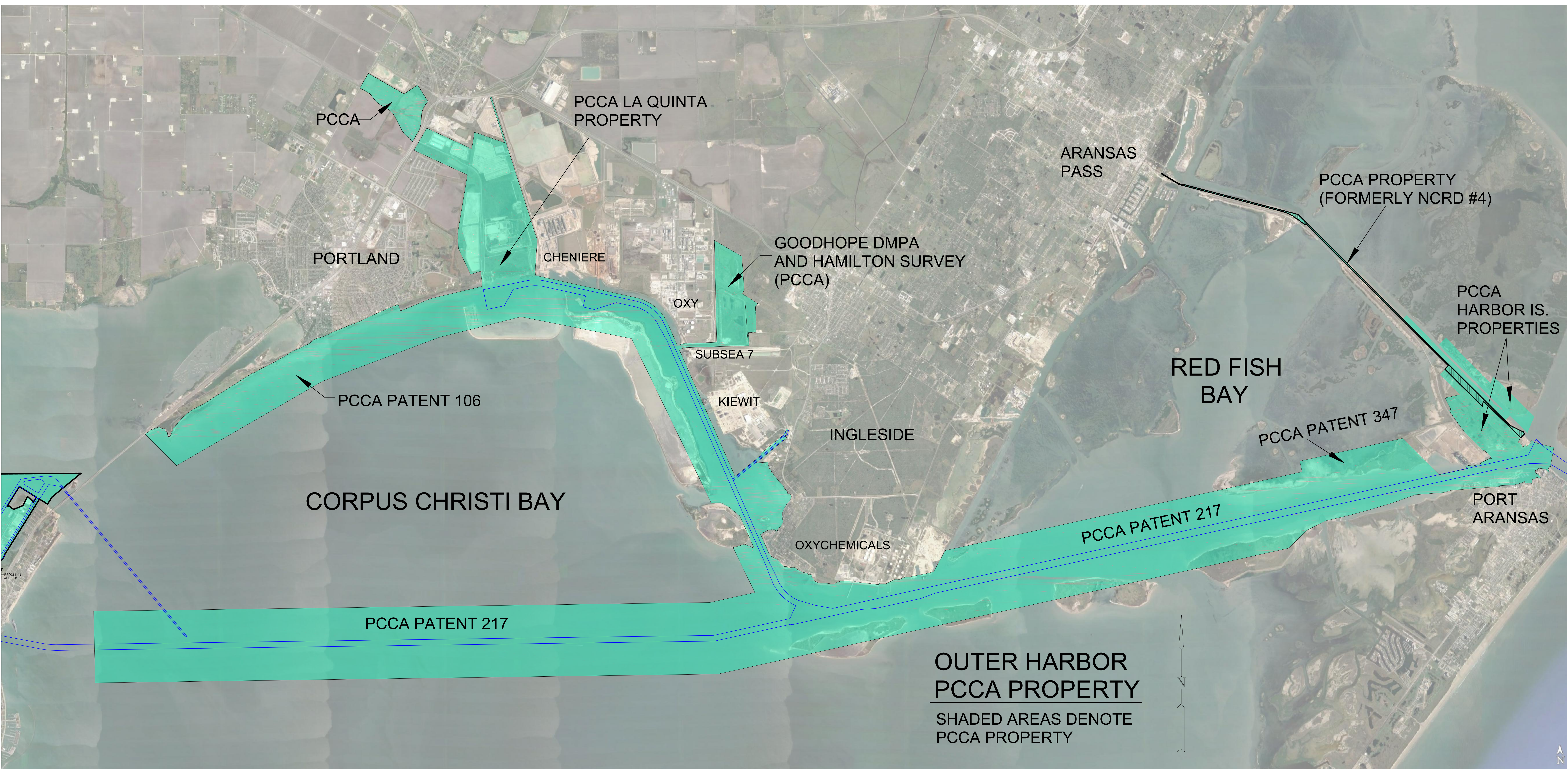
INNER HARBOR PORT RELATED DISTRICT

DATUM : NORTH AMERICAN VERTICAL DATUM OF 1988



SHADED AREAS DENOTE PCCA PROPERTY





PCCA

PCCA LA QUINTA
PROPERTY

PORTLAND

CHENIERE

GOODHOPE DMPA
AND HAMILTON SURVEY
(PCCA)

OXY

SUBSEA 7

KIEWIT

INGLESIDE

OXYCHEMICALS

ARANSAS
PASS

PCCA PROPERTY
(FORMERLY NCRD #4)

PCCA
HARBOR IS.
PROPERTIES

RED FISH
BAY

PCCA PATENT 347

PORT
ARANSAS

PCCA PATENT 106

CORPUS CHRISTI BAY

PCCA PATENT 217

PCCA PATENT 217

OUTER HARBOR
PCCA PROPERTY

SHADED AREAS DENOTE
PCCA PROPERTY



Attachment H

Addendum Acknowledgement Form

Proposer acknowledges receipt of the following addenda: *(List Addendum Number(s))*

_____	_____
_____	_____

Revised ATTACHMENT A**UNIT RATE PRICING SHEET**

Spot Jobs – Assisting Port Personnel (Scenario A)	\$ Per Cubic Yard (CY)
In this scenario, the contractor may be called upon only to provide assistance with removal, hauling, and/or reduction of localized woody debris. The work will most likely be assisting Port Authority resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total.	
0 to 30 miles	
Greater than 30 miles	
Landfill Tipping / Disposal Fee	
Small Event (Scenario B)	\$ Per Cubic Yard (CY)
In this event, the contractor may provide all necessary supervision, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources except that Port Authority property may be provided for temporary storage. Any Port Authority property provided shall be reclaimed at the conclusion of the work as described herein. The quantity shall not be so significant as to require specialized reduction in volume such as by burning.	
0 to 30 miles	
Greater than 30 miles	
Landfill Tipping / Disposal Fee	
Significant Event – Removal, Reduction and Hauling Woody Debris (Scenario C)	\$ Per Cubic Yard (CY)
In this event the contractor may provide all necessary supervision, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site designated, managed, and operated by a government agency or contractor.	
0 to 30 miles	
Greater than 30 miles	
Landfill Tipping / Disposal Fee	

Significant Event – Removal, Reduction, Hauling and Separating Mixed Debris (Scenario D)	\$ Per Cubic Yard (CY)
In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce and haul mixed debris to offsite recycling and disposal site(s) designated, managed, and operated by the contractor. Contractor will provide final haul out of debris.	
0 to 30 miles	
Greater than 30 miles	
Landfill Tipping / Disposal Fee	
Catastrophic Event (Scenario E)	\$ Per Cubic Yard (CY)
In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle, and haul mixed debris to multiple disposal sites.	
0 to 30 miles	
Greater than 30 miles	
Landfill Tipping / Disposal Fee	
Catastrophic Event with Event Site Management (Scenario F)	\$ Per Cubic Yard (CY)
In this event the contractor shall perform the services included in E. Catastrophic Event and additionally be tasked to plan, set up, mobilize equipment, manage, and operate one or more mixed debris management sites including burn operations. DMSs may be located on and off Port Authority property in this scope of work scenario. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Permitting will be in the name of the Port Authority.	
0 to 30 miles	
Greater than 30 miles	
Landfill Tipping / Disposal Fee	

Shallow Marine Debris Removal	\$ Per Cubic Yard (CY)
Work consists of removing shallow wet debris in ten (10) ft. of water or less. Contractor will clear waterways and submerged lands of debris and fallen trees as identified and directed by the Port Authority. The contractor shall provide all necessary supervision, labor and all equipment to remove and dispose of or recycle wet marine debris to site(s) designated, managed, and operated by the contractor.	
0 to 30 miles	
Greater than 30 miles	
Landfill Tipping / Disposal Fee	
Deep Marine Debris Removal	\$ Per Cubic Yard (CY)
Work consists of removing deep wet debris in ten (10) ft. of water or more. Contractor will clear canals, waterways and submerged lands of debris and fallen trees as identified and directed by the Port Authority. The contractor shall provide all necessary supervision, labor and all equipment to remove and dispose of or recycle wet marine debris to site(s) designated, managed, and operated by the contractor.	
0 to 30 miles	
Greater than 30 miles	
Landfill Tipping / Disposal Fee	

Revised **ATTACHMENT B**

HOURLY MATERIAL, LABOR, EQUIPMENT PRICE SCHEDULE

Material Removal		Hourly Removal Rate	Total Cost
Hazardous Waste			\$
White Goods (Freon)			\$
White Goods (Non Freon)			\$
Recyclable Debris			\$
Abandoned Vehicles and Vessels			\$
Dead Animal Carcasses			\$
Soil, Mud and Sand			\$
Other Garbage and Waste			\$
Construction and Demolition (C&D)			\$
Equipment Type with Operator	Estimated Hours of Use	Hourly Labor Rate	Total Cost
Air Curtain Burner, Self-Contained System			\$ -
50' Bucket Truck			\$ -
Crash Truck w/Impact Attenuator			\$ -
Dozer, Tracked, D3 or Equivalent			\$ -
Dozer, Tracked D4 or Equivalent			\$ -
Dozer, Tracked D5 or Equivalent			\$ -
Dozer, Tracked, D8 or Equivalent			\$ -
Dump Truck, 16+/- CY			\$ -
Dum Truck, 20 +/- CY			\$ -
Dump Truck, 38 +/- CY			\$ -
Generator, 5.5 kW, List kW Capacity			\$ -
Generator, 200 kW, List kW Capacity			\$ -
Generator, 2,500 kW, List kW Capacity			\$ -
Light Plant with Fuel and Support			\$ -
Grader w/12' Blade (Min. 30,000 lb)			\$ -
Hydraulic Excavator, 1.5 CY			\$ -
Hydraulic Excavator, 2.5 CY			\$ -
Knuckleboom Loader			\$ -
Lowboy Trailer w/Tractor			\$ -
Mobile Crane up to 15 Ton			\$ -
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel			\$ -
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel			\$ -
Vac Truck (Mist Capacity), List Capacity			\$ -
Pickup Truck 1 Ton			\$ -
Skid-Steer Loader, 1,500 LB Operating Capacity w/utility grapple)			\$ -

