

THE CITY OF **Edinburg**

RFP #: 2022-017

**DISASTER DEBRIS
REMOVAL
&
RECOVERY SERVICES**

BID DUE DATE:

Tuesday, May 03, 2022

Due Time:

3:00 P.M., C.S.T.



**SOLID WASTE
MANAGEMENT**

City of Edinburg
Department of Solid Waste Management
8601 N. Jasman
P. O. Box 1079
Edinburg, TX 78540

Tel: (956) 381-5635
Fax: (956) 292-2035

Mr. Ramiro L. Gomez, Jr.
Director
Solid Waste Management

ARTICLE I. TABLE OF CONTENTS

Article II. REQUEST FOR Proposals	4
RFP # 2022-017	4
Section 2.01 DEVIATION FROM SPECIFICATION	5
Section 2.02 PURPOSE	5
Section 2.03 SUBMITTAL OF RFP	5
Section 2.04 RFP PREPARATION COSTS	6
Section 2.05 Preparation and AUTHORIZATION TO BIND RESPONDENT TO RFP	6
Section 2.06 ALTERATIONS/AMENDMENTS TO RFP	6
Section 2.07 TIME ALLOWED FOR ACTION TAKEN	6
Section 2.08 RIGHT TO REJECT/AWARD	6
Section 2.09 ASSIGNMENT	6
Section 2.10 AWARD	7
Section 2.11 NUMBER OF CONTRACTS	7
Section 2.12 STATUTORY REQUIREMENTS	7
Section 2.13 NO RESPONSE TO RFP	7
Section 2.14 EXCEPTIONS TO RFP SPECIFICATIONS	7
Section 2.15 PAYMENT	8
Section 2.16 SYNONYM	8
Section 2.17 disaster debris removal services	8
Section 2.18 RESPONDENT'S EMPLOYEES	8
Section 2.19 INDEMNIFICATION CLAUSE	8
Section 2.20 INTERPRETATIONS	8
Section 2.21 VERBAL THREATS	9
Section 2.22 CONFIDENTIAL INFORMATION	9
Section 2.23 PAST PERFORMANCE	9
Section 2.24 JURISDICTION	9
Section 2.25 RIGHT TO AUDIT	9
Section 2.26 VENUE	9
Section 2.27 CONFLICT OF INTEREST	10
Section 2.28 CERTIFICATE OF INTERESTED PARTIES (Form 1295)	10
Section 2.29 CONFIDENTIALITY OF INFORMATION AND SECURITY	10
Section 2.30 TERMINATION OF CONTRACT	10



Section 2.31 RESPONSE DEADLINE.....	10
Section 2.32 ADDENDA AND MODIFICATIONS.....	11
Section 2.33 EQUAL EMPLOYMENT OPPORTUNITY.....	11
Section 2.34 CONFIDENTIAL INFORMATION.....	11
Section 2.35 DISQUALIFICATION OR REJECTION OF THE rEQUEST FOR PROPOSALS.....	11
Section 2.36 QUANTITIES.....	12
Section 2.37 CONTRACT.....	12
Section 2.38 PRICING.....	12
Section 2.39 PRICE ADJUSTMENT.....	12
Section 2.40 PAYMENT.....	13
Section 2.41 INSURANCE REQUIREMENTS.....	13
Section 2.42 HOUSE BILL 89 VERIFICATION.....	16
Section 2.43 SENATE BILL 13 VERIFICATION.....	17
Section 2.44 SENATE BILL 19 VERIFICATION.....	18
Article III. GENERAL REQUIREMENTS AND SCOPE.....	20
Section 3.01 INTRODUCTION.....	20
Section 3.02 COMPLIANCE WITH 2 CFR PART 200.....	20
Section 3.03 MINORITY BUSINESS.....	20
Section 3.04 TIME OF CONTRACT.....	21
Section 3.05 EXPECTATIONS OF CITY OF EDINBURG AFTER THE CONCLUSION OF THE PROJECT	
21	
Section 3.06 FIRM RESPONSIBILITIES.....	22
Section 3.07 CITY OF EDINBURG RESPONSIBILITIES.....	22
Section 3.08 GENERAL REQUIREMENTS.....	22
Section 3.09 RFP APPLICANT's MINIMUM QUALIFICATION REQUIREMENTS.....	24
Section 3.10 REFERENCES.....	24
Section 3.11 SUBCONSULTANTS.....	24
Section 3.12 PROJECT MANAGEMENT.....	25
Section 3.13 PROFESSIONAL SERVICES AGREEMENT.....	25
Section 3.14 SCOPE OF WORK.....	25
Article IV. RFP - FORMAT AND ORGANIZATION.....	32
Section 4.01 GENERAL INSTRUCTIONS.....	32
Section 4.02 EVALUATION COMMITTEE.....	32



Section 4.03 EVALUATION CRITERIA 32
Section 4.04 PROPOSAL FORMAT 33
Section 4.05 EVALUATION OF THE RFP 34
Section 4.06 EVALUATION PROCESS 34
Section 4.07 SELECTION PROCESS 35
Section 4.08 CITY CONTACT..... 36



ARTICLE II. REQUEST FOR PROPOSALS

The City of Edinburg is soliciting sealed request for proposals; hereinafter referred to as RFP, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **3:00 p.m. Central Time**, on **Tuesday, May 03, 2022**, shortly thereafter all submitted RFP'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP # 2022-017

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, ASSISTANT PURCHASING MANAGER, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com.

Hand Delivered RFP's: 415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS): City of Edinburg
C/o City Secretary
415 W. University Drive Edinburg, Texas 78541

If Mailing RFPs: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of **90 days** without taking action.



RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

SECTION 2.01 DEVIATION FROM SPECIFICATION

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the SERVICE(S) be provided as specified.

SECTION 2.02 PURPOSE

1. The purpose of these solicitation documents is to execute a Professional Services Contract for:

**RFP # 2022 -017
Disaster Debris Removal Services**

2. The SERVICES to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SECTION 2.03 SUBMITTAL OF RFP

RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Eight (8) complete sets of One (1) **ORIGINAL** and Seven (7) **COPIES** of the response, no larger than 30 bound pages, must be submitted. In addition, a USB with a PDF file of response must be provided. RFPs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs, which do not comply with these requirements, may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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c/o City Secretary Department (1st Floor)**

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c/o City Secretary
415 W. University Drive
Edinburg, Texas 78541**



If Mailing RFPs:

**City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079**

SECTION 2.04 RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

SECTION 2.05 PREPARATION AND AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.**

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with COE and state and telephone number, shall be given after the signature.

SECTION 2.06 ALTERATIONS/AMENDMENTS TO RFP

RFP **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

SECTION 2.07 TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFP/s 90 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

SECTION 2.08 RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

SECTION 2.09 ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.



SECTION 2.10 AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the most financially advantageous proposal. The City reserves the right to accept or reject any and all proposals, to waive any informality in proposals, and unless otherwise specified in writing by the Proposer, to accept any items in any proposal. The City may, at its discretion, require one or more proposers to appear before an evaluation committee for an interview or to make a presentation. During such interview, the contractor may be required to orally and otherwise present its proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings. Since Union County may choose to award a contract without engaging in discussions or negotiations, the proposal submitted shall define each proposer's best offer for performing the services described in this RFP.

A proposal may be rejected if it is incomplete. The City may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

The City may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The City reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

City may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award document may incorporate, by reference, all the requirements, terms and conditions of the solicitation and the Proposer's proposal as negotiated.

SECTION 2.11 NUMBER OF CONTRACTS

The CITY reserves the right to award one, more than one, or no contract(s) in response to this RFP.

SECTION 2.12 STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

SECTION 2.13 NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry-giving reasons.

SECTION 2.14 EXCEPTIONS TO RFP SPECIFICATIONS

Although the specifications in the following sections represent the City's anticipated needs and requirements, there may be instances in which it is in the City's best interest to permit exceptions to specifications and evaluate alternatives. It is vital that the Qualified Respondent make very clear where exceptions are taken to the specifications



and how the Qualified Respondent will provide alternatives. However, THE CITY OF EDINBURG makes no implication that exceptions will be acceptable. Therefore, if and when allowed, exceptions to the provisions of the City's specifications must be clearly identified as such, together with reasons for taking exception, and submitted as a Statement of Clarification during the Statement of Clarification process. If the Qualified Respondent does not make clear that an exception is being taken and has received approval to take such exception, the City will assume the Qualified Respondent is responding to and will meet the original specifications and requirements of this RFP.

SECTION 2.15 PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SECTION 2.16 SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for proposals.

SECTION 2.17 DISASTER DEBRIS REMOVAL SERVICES

As specified in the General Requirements and Scope of Services.

SECTION 2.18 RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

SECTION 2.19 INDEMNIFICATION CLAUSE

The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

SECTION 2.20 INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for proposals shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".



SECTION 2.21 VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

SECTION 2.22 CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

SECTION 2.23 PAST PERFORMANCE

The respondent's successful completion and experience in projects within the primary areas listed in the scope of work requested in this RFP will be a major consideration. Furthermore, Respondents past performance, with projects for the City of Edinburg, shall also be taken into consideration in the evaluation of RFP submittal.

SECTION 2.24 JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo COE, Texas.

SECTION 2.25 RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

SECTION 2.26 VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action and/or any other dispute(s) shall be in Hidalgo COE, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.



SECTION 2.27 CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

SECTION 2.28 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

(25) In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

SECTION 2.29 CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, City Ordinances and applicable federal laws and regulations relating to confidentiality.

SECTION 2.30 TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

SECTION 2.31 RESPONSE DEADLINE

Responses to the RFP must be addressed to City of Edinburg, 415 W. University Drive by May 03, 2022 until 3:00 p.m. for consideration. **Eight (8) complete sets of One (1) Original and seven (7) copies of the response, no larger than 30 bound pages, must be submitted** no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFP for "**RFP # 202 DISASTER DEBRIS REMOVAL SERVICES**". In addition, a USB with a PDF file of response must be provided. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.



Hand Delivered RFP's:

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Edinburg, Texas 78541

If Mailing RFPs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

SECTION 2.32 ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum, which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

SECTION 2.33 EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

SECTION 2.34 CONFIDENTIAL INFORMATION

Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

SECTION 2.35 DISQUALIFICATION OR REJECTION OF THE REQUEST FOR PROPOSALS

Qualified Respondent's may be disqualified for any of the following reasons:



1. The Qualified Respondent has failed to use the City's approved forms;
2. The Qualified Respondent has failed to adhere to one or more of the provisions established in this RFP;
3. The Qualified Respondent has failed to submit its RFP in the format specified herein;
4. The Qualified Respondent has failed to submit its RFP before the deadline established herein;
5. The Qualified Respondent has failed to adhere to generally accepted ethical and professional principles during the Request for Proposal process.

SECTION 2.36 QUANTITIES

Any quantities that may be described herein are estimates and do not obligate the City to order or accept more than the City's actual requirements during the term of any Contract, nor do the estimates limit the City to ordering less than its actual needs during the term of any Contract, subject to availability of appropriated funds.

SECTION 2.37 CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFP. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. **Note that the City does not ordinarily allow modifications to the standard agreement.**

SECTION 2.38 PRICING

The City of Edinburg will select a firm on the basis of demonstrated competence and qualifications to perform the services described in this RFP. Once the most qualified firm(s) are selected, a fair and reasonable price will be set. The professional fees under this contract may not exceed any maximum provided by law.

Compensation must remain firm for the entire contract period, including any periods of extension or renewal. At the time of any renewal or extension of the contract, the City of Edinburg or the supplier may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, at its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the parties, and shall be effective for the applicable renewal term.

SECTION 2.39 PRICE ADJUSTMENT

Prices quoted for the commodities or services described in the solicitation must be firm for a period of one year from date of contract award. Any request for price adjustment must be based on the U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI). The price will be increased or decreased based upon the annual percentage change in the PPI. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. Should the PPI change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the PPI change not to exceed the 8% limit per year. The supplier should provide documentation as percentage of each cost associated with the unit prices quoted for consideration. Request must be submitted in writing with supporting evidence for need of such increase to the Director of Solid Waste Management at least 60 days prior to contract expiration of each year. Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed. Respondent must also provide supporting documentation as justification for the request.



Upon receipt of such request, the City of Edinburg reserves the right to: either accept the escalation as competitive with the general market price at the time and become effective upon the renewal date of the contract award, or reject the increase within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Edinburg written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Original prices must be honored on orders dated up to the official date of the City of Edinburg approval and/or cancellation of any increase.

The request can be sent by e-mail to: rgomez@cityofedinburg.com noting the solicitation number. The City of Edinburg reserves the right to accept, reject, or negotiate the proposed price changes.

SECTION 2.40 PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SECTION 2.41 INSURANCE REQUIREMENTS

1. Consultant must not commence work under this agreement until all required insurance has been obtained and such insurance has been approved by the City. Consultant must not allow any subcontractor to commence work until all similar insurance required of any subcontractor has been obtained.
2. Consultant must furnish to the contracting Department with the signed agreement a copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City. The City must be listed as an additional insured on the General liability and Auto Liability policies, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.
3. Consultant 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 Consultant or its employees. In accordance with City ordinances, Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant.

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, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant 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 Lease;
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 Lease 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 2.42 HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller’s Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:



SECTION 2.43 SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative
of _____, (Company or Business name)
(hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

- 1) does not boycott energy companies and;**
- 2) will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott energy company" has the meaning assigned by Section 809.001; and*
- 2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:



SECTION 2.44 SENATE BILL 19 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) *to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*
 - (bb) *for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.*
- 4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*
- 5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in*



conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6) "Firearm entity" means:

- a) *firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and*
- b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) "Firearm trade association" means *any person, corporation, unincorporated association, federation, business league, or business organization that:*

- a) *is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;*
- b) *has two or more firearm entities as members; and*
- c) *is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:



ARTICLE III. GENERAL REQUIREMENTS AND SCOPE

SECTION 3.01 INTRODUCTION

The purpose of these specifications is to describe the requirements of the City relative to the Disaster Debris Removal Services sought by the City in the removal of debris resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. The resulting contract would potentially be invoked for City, County, State, and Federally declared disaster events. Services may include: collecting and removing debris including the clearing and removal of debris from the public right-of-way, streets and roads, either public or private as directed by the client; demolition and removal of condemned structures and buildings that pose a threat to public safety and resulting from the disaster event; processing debris including sorting, grinding, mulching, and burning; and disposing of debris at designated site; establishing and operating temporary debris staging and processing sites; collecting and disposing of hazardous waste, biohazardous waste and dead animals.

Therefore, the City of Edinburg is soliciting proposals from qualified firms to provide disaster debris clean-up and other related services.

Award of this RFP may be made to up to two (2) Contractors and will be used when the magnitude of an emergency is such that the City is not able to manage with their own resources. Contractors shall be identified as the primary, and secondary awardee based on order of final ranking. The area given to any one contractor will depend on the magnitude of the emergency.

The primary vendor will be contracted to provide the services needed. If the primary vendor is not available, or fails to respond within 24 hours, the City will then contact the secondary vendor.

SECTION 3.02 COMPLIANCE WITH 2 CFR PART 200

The Contractor agrees to recognize and comply with all applicable standard, orders or regulations issued pursuant to Appendix II of 2 CFR 200. Standards, orders or regulations that are not applicable to the scope of work will not be required by the Contractor.

SECTION 3.03 MINORITY BUSINESS

Consistent with the provisions of 2 CFR 200.321 the COE shall take affirmative steps to secure small businesses, minority and women owned businesses. The COE desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

- Promote affirmatively (where feasible) in accordance with Texas State Law, together with all other applicable laws, statutes and constitutional provisions the procurement of goods or services in connection with recovery projects for minority owned business enterprises;
- Ensure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises;
- Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts;



- Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to ensure that minority business enterprises participate in the work required in such construction contracts.

In addition, the COE will also adhere to and require the Contractor to follow 2 CFR 200.321 requirements which are as follows:

- Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
- Dividing total tasks, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
- Establishing delivery schedules, where the requirement permits, to encourage participation by small and minority businesses and women’s business enterprises;
- Using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as appropriate;
- Requiring the prime contractor, if subcontracts are to be awarded, to take the five previous affirmative steps.

The Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises and Women Business Enterprises participate in the work required in this contract. The Contractor agrees by executing this contract that he/she will exercise all necessary and reasonable steps to ensure that this special provision contained herein on Minority Business Enterprise is complied with. The Contractor shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the Contractor to carry out the requirements set forth in the special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

SECTION 3.04 TIME OF CONTRACT

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.

SECTION 3.05 EXPECTATIONS OF CITY OF EDINBURG AFTER THE CONCLUSION OF THE PROJECT

The City of Edinburg wants to work with the awarded firm for a seamless start-to-finish project completion. The expectations include, but are not limited to, all services listed in **Section 3.14 Scope of Work**. RFP submissions and subsequent documentation must comply with all Federal, State, and City of Edinburg laws, regulations, and policies



as defined under Stafford Act, 44 CFR, PA Guide FEMA 322, Policy Digest FEMA 321, Debris Management Guide FEMA 325, FEMA Policy 9523.4.

The awarded firm will provide a competent and experienced contract administration liaison to work with the City of Edinburg and any selected contractor(s). Deliverables and specific project scopes will be determined in writing for each project awarded under this RFP.

SECTION 3.06 FIRM RESPONSIBILITIES

The awarded firm(s) shall perform all necessary actions as defined by each awarded contract that results from this RFP. Due to the uniqueness and variability of projects subject to this RFP, Firm responsibilities and project scopes, schedules and budgets shall be negotiated and agreed upon in writing at the time services are required.

SECTION 3.07 CITY OF EDINBURG RESPONSIBILITIES

Similar to the Firm's responsibilities above, the City of Edinburg shall perform all necessary actions as defined by each awarded contract as a result of this RFP. Due to the uniqueness and variability of projects subject to this RFP, the City's responsibilities shall be negotiated and agreed upon in writing at the time services are required.

SECTION 3.08 GENERAL REQUIREMENTS

The Contractor(s) shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

Permits and licenses of a temporary nature necessary for the completion of contracted Services shall be secured and paid for by the Contractor with the assistance of the City, unless otherwise stated in this RFP. The Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

Under the general oversight of the City, the Contractor will supervise and direct all work, workers, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. The Contractor will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the City a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and all communications given to the supervisor or liaison officer in writing by the City's Authorized Representative shall be as binding as if given to the Contractor.

It is the sole responsibility of the Contractor(s) to ensure that, should Subcontractor(s) be utilized by the Contractor for any portion of the work, these Subcontractor(s) shall meet or exceed the same requirements instituted for the Contractor pertaining to this contract.

The Contractor(s) shall notify the City within (24) twenty four hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor(s) or Subcontractor(s) utilized within the scope of this contract.



Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the City, the Contractor shall immediately prepare their response or draft a City response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to take corrective action which is required by law or the Contract Documents shall result in the City taking whatever measures are necessary to correct the condition and deducting the cost of such corrective action from the Contractor's Operating Fee Payment. The Contractor will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

The Contractor shall make daily reports to the City to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of debris

transported, reduced, and disposed. The Contractor shall also provide other operational and complaint tracking reports as requested by the City.

The Contractor shall disclose future debris management contractual obligations and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the contract resulting from this RFP. Such disclosure shall be provided to the City within 30 days of entering into said contractual obligation.

The Contractor's response shall meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the City Emergency Operations Center prior to hurricane landfall;
 - Ability to marshal/stage personnel and equipment for rapid deployment into the City while protecting those assets from damage/destruction from the event;
 - Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
 - Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;
 - Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
 - Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
 - Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

- Additionally, the Contractor's response shall meet the following minimum standards:
 - Ability to clear all debris from all City maintained street, road, and highway within 45 days from initial event notice to proceed (First Push);
 - Ability to remove (haul) all debris from all City maintained street, road and highway rights of way within 90 days from initial event notice to proceed;
 - Ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial event notice to proceed.
 - Due to the nature of the emergency and circumstances that may inhibit compliance with the times specified above, a reasonable adjustment to the completion dates may be made by mutual agreement between the Contractor and the City.

- Fiscal capability to maintain operations for 60 days following the initial notice to proceed.

SECTION 3.09 RFP APPLICANT'S MINIMUM QUALIFICATION REQUIREMENTS

To be deemed qualified and to contract with the City, the firm needs to specifically demonstrate their overall qualifications, licenses, education and experience in the listed categories and with specific tasks listed in **SECTION 3.14 SCOPE OF WORK**. *Please provide the required information and attach all relevant information needed and requested for the evaluation of this portion of the submittal (note: a maximum one-page limit per team member). Résumés do not count towards the 30-page limit.*

Proposals shall be considered only from firms normally engaged in performing the type of work specified with the Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the Proposer, COE in its discretion shall determine whether the evidence of responsibility and ability to perform is satisfactory. COE reserves the right to reject any or all proposals.

The Proposer should have previous experience in the performance of projects of a similar nature to ensure timely and efficient completion of any disaster project.

The individual/ firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time. The Proposer shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract. The Proposer shall be an equal opportunity employer and shall adhere to any applicable local, state or federal affirmative action requirements to include but not limited to the use of women and minority owned businesses to provide services.

SECTION 3.10 REFERENCES

Applicants shall provide a list of all related projects in Texas within the last 10 years. These projects shall demonstrate the applicant's skills and capabilities in the category(s) of services listed in **Section 3.14 Scope of Work**. Please include the project name, project location, project term, client contact name, address, current contact and telephone number, and a brief description of the project. Clients listed as references must be for completed work that are similar to those identified in this solicitation under **3.14 Scope of Work**.

SECTION 3.11 SUBCONSULTANTS

The Qualified Respondent may use subconsultants, in connection with the work performed if awarded a contract. The term "Subconsultant" refers to firms or individuals subcontracted by the qualified respondent to provide Professional Services only. *Applicants shall provide a list of all Subconsultants to be utilized with any of the services listed in the RFP; the applicant must then provide references and letters of interest for the subconsultants along with the documentation, record of submittals, and copies of the required education, licensure and experience in related projects in Texas.*

Before using subconsultants, however, if not listed in the RFP at the time of selection, the Qualified Respondent must obtain prior written approval from the Department of Solid Waste Management. Qualified Respondent must also obtain prior written approval if changing any key personnel provided in the Statement of Qualifications. In using subconsultants, the Qualified Respondent is responsible for all their acts and omissions to the same extent as if the subconsultant and its employees were employees of the Qualified Respondent. All requirements set forth as part of



the Contract are applicable to all subconsultants and their employees to the same extent as if the Qualified Respondent and its employees had performed the services.

SECTION 3.12 PROJECT MANAGEMENT

Applicants must provide a proposed organizational chart for services to be provided to the Department. Also, include a description of the type of involvement that individuals on the organizational chart will perform for the City. Personnel proposed for assignment to the project, including all subconsultants must be identified and their qualifications, education licensure and experience provided.

Availability of the assigned contract managers and key personnel must be identified. Subconsultants shall be identified and the intended scope of their work detailed. *Please provide documentation, record of submittals, and copies of the required education, licensure and experience, as defined under 30 TAC Part 1 Texas Commission on Environmental Quality and its relevant Chapters and sub-chapters, with your Statement of Qualifications*

SECTION 3.13 PROFESSIONAL SERVICES AGREEMENT

Provide form EXHIBIT “C” demonstrating that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter into such agreement.

SECTION 3.14 SCOPE OF WORK

It is the intent of this scope for the Contractor to remove, as quickly as possible, all hazards to life and property resulting from the occurrence of a catastrophic or disastrous event in the COE. Clean up, demolition, and removal will be task order (notice-to-proceed) specific and limited to “Eligible Debris.” The term “Eligible Debris” shall be defined by the COE as (1) that debris which the COE determines must be removed to eliminate immediate threats to life, public health, and safety; (2) that debris which the COE determines must be removed to eliminate immediate threats of significant damage to improved public or private property; (3) that debris which the COE determines must be removed to ensure economic recovery of the affected community, and; (4) as defined under Stafford Act, 44 CFR, PA Guide FEMA 322, Policy Digest FEMA 321, Debris Management Guide FEMA 325, FEMA Policy 9523.4.

The contract would be activated when an event overwhelms City internal resources. This may be a COE-wide event or a localized severe event such as a tornado. The City will determine when to call out a Contractor; it will not be based on a FEMA declaration.

Also required is the elimination of immediate threats of significant damage to improved public or private property and that, which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to City officials. Selected contractor will be subject to constant observation by the City’s debris monitoring staff. This staff, which may include City staff, third-party contracted specialist, or staff from other government entities, will ensure debris removal efforts are within Public Assistance guidelines and in compliance with all applicable Federal, State, and local regulations.

In addition to the use by the City to clear debris, use of the contract may be provided via inter-local agreements to other municipalities within the Hidalgo Region. The Contractor may be asked to clear Texas State roads within the



City when so directed by City staff, but may require additional documentation. The contract shall be for a base period of three (3) years with an option to renew for up to two additional one (1) year periods, upon consent of all parties. This contract shall only be used on an “as needed” basis as determined solely by the City of Edinburg.

The City has a Debris Removal Plan in place.

The following services shall be included in the contract at no charge to the City:

- Mobilization and demobilization
- Debris Assessment
- Assistance in developing/refining a Debris Management Plan
- Debris Management Plan Review
- Disaster Response Training (minimum of once a year during contract period).

Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.

Specifically the Scope of Services will include the following items:

ELIGIBLE DEBRIS REMOVAL

1. Emergency Road Clearance

The Contractor shall accomplish the cutting, tossing, and/or pushing of Eligible Debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after an event.

2. Eligible Debris Removal from Public Rights-of-Way

As identified by and directed by the City, the Contractor shall accomplish the pick-up and hauling of all Eligible Debris to the designated Temporary Debris Staging and Reduction Sites (individually or collectively, the “TDSRS”) from public rights-of-way, or private roads, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements. The Contractor shall segregate all debris to the extent practical. Clean woody debris, and other natural materials that can be chipped, mulched, burned, and disposed of in some other similar manner shall be collected and handled separately from other debris.

3. Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)

Should an imminent threat to life, safety, and health to the general public be present on private property or publicly owned property as referenced above, the Contractor as identified to and directed by the City, will accomplish the demolition of structures and the removal and relocation of the designated Eligible Debris to the public rights-of-way. This service shall commence upon receipt by the Contractor from the City the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order, and the physical marking of each structure by the City. This scope of service includes the demolition of structures and the transportation of residual debris to a TDSRS or final disposal site. All identified hazardous waste (to include any hazardous materials) shall be delivered directly to an approved DEP site and other environmental agencies. No hazardous waste shall be housed at any TDSRS. The City has determined that it is in the best interest of the health and safety of its citizens to



limit the disposal of hazardous waste to the NCLP. The Contractor shall maintain all debris work sites to appropriate use standards, safety standards, and regulatory requirements.

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

As identified and directed by the City, the Contractor shall remove all hazardous stumps, as identified by the City, haul each stump to a TDSRS, and backfill each stump hole with compatible material as determined by the City and the Contractor. Each stump shall be inspected by the City and Contractor inspectors and documented as to the appropriate category of size for invoicing. The size of stumps will be calculated by measuring the circumference of the stump at a point two (2) feet above the highest intersecting root from the root ball and then dividing by 3.14 to the 3rd digit, or other method approved by the City and FEMA.

Stumps will be removed if it is in the right-of-way and is 50% uprooted. If removal of the stump creates a hole, the Contractor will back fill the hole. All stumps will be photographed and located on GPS. Stumps removed from right-of-way will be billed out on a "per each" basis. Any stump brought to the curb by a landowner will be hauled and billed on a "per cubic yard" basis.

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 (see Attachment "C" FEMA DAP9523.11).

All work performed under this section must adhere to requirements noted in 44 Code of Federal Regulations (CFR).

5. Leaning Trees / Hanging Limbs (Trimming, cutting, felling)

As directed by the City, the Contractor shall remove hazardous leaning trees and hanging limbs that pose a threat to life, public health, safety, and/or improved public property. Hazardous trees will be measured at 4.5 feet above the ground and hazardous hangers will be measured at the point of breakage. The removal of hazardous hangers will be compensated on a per tree rate and all hazardous hangers in a tree must be removed by the Contractor.

Each tree and limb shall then be placed in safest location along the right-of-way where the debris resulting from this scope of services shall be removed utilizing the scope of services Item 2: Debris Removal from Public Rights-of-Way or private roads.

6. Temporary Debris Staging and Reduction Sites (TDSRS)

Immediately after execution of the Disaster Debris Removal Services contract, the Contractor and the City will jointly develop a list of the alternative temporary sites for debris management. The parties shall annually thereafter review and confirm the acceptable locations stated on the resulting TDSRS list. The Contractor will be responsible for collecting and testing appropriate environmental samples prior to beginning operations at each TDSRS location. The Contractor will thoroughly video tape and/or photograph each TDSRS site before any debris management activities begin, and will thereafter periodically update video and photographic documentation to track site evolution. The Contractor will operate and manage each TDSRS to accept and process all Eligible Debris. The Contractor shall be responsible for any land lease obligations that arise in relation to a TDSRS. The Contractor shall be responsible for any and all necessary site preparation, to include but not limited, to the following: any site work and materials necessary to build and maintain stabilized roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements including, but not be limited, to wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The Contractor shall



provide and maintain portable and sanitary facilities and fresh water at each TDSRS Inspection Station. All hazardous waste shall be delivered directly to a site approved by DEP and other environmental agencies. It shall be the contractor's responsibility to remove all hazardous waste and materials within 24 hours of delivery. The inspection of every load, in and out, is further defined in the "Other Operational Considerations" section below. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods, and hazardous wastes. The Contractor shall be responsible for the transporting and removing of all materials not requiring landfilling. All debris requiring landfilling shall be transported to the designated landfill facility, unless otherwise directed by the City. The Contractor shall provide the necessary equipment at the landfill site or otherwise assist with any off-loading of debris.

All processing activities shall be conducted in compliance with all federal, state, and local rules and regulations. It shall be the responsibility of the Contractor to obtain and pay for all permits required to construct, operate, maintain, close, and reclaim the TDSRS debris-processing sites. The Contractor shall maintain each TDSRS site in accordance with all local, state, and federal rules and regulations including at a minimum, erosion control, stormwater management, and fire control, rodent and insect control, animal control in general, noise abatement, odor control, and other site management and site maintenance. The Contractor shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site.

The Contractor shall not transport hazardous waste or any hazardous materials to a TDSRS or to any other sites that are not specifically authorized to accept such waste or materials. The Contractor shall be responsible for proper handling and storage of any hazardous waste or hazardous materials brought to the TDSRS. The Contractor shall designate a suitable area at each TDSRS to accommodate all hazardous waste or hazardous materials that the Contractor or a third party may inadvertently bring to a TDSRS. The designated area shall be lined with impervious material surrounded with berms or other containment structures to contain any potential leakage.

The Contractor shall conduct all required testing at the TDSRS, as required by Federal, State, and Local laws, standards, regulations, and operating permits. All guidelines in the latest edition of FEMA's Public Assistance Debris Management Guidelines shall be followed and complied with in the establishment, operation of, and closing of the TDSRS.

The Contractor shall ensure that TDSRS site reclamation shall be accomplished in accordance with all Federal, State, and Local laws, standards, and regulations. The Contractor shall restore the TDSRS to its pre-use condition which may require, among other matters removal of all remaining equipment and debris, grading the site to historical conditions, seeding and mulching of the exposed areas, and performing other work the City deems necessary to restore the site to such condition.

The Contractor's liability to the City for any environmental contamination of the TDSRS (to include adversely affected surrounding areas) shall remain in place after all TDSRS site reclamation services have been completed. The Contractor shall be liable and shall remain liable for any required clean up and necessary remediation of the TDSRS and adversely affected surrounding areas after the expiration or early termination of the Disaster Debris Removal Services contract with the City.

If it becomes necessary to have scales at the TDSRS, the Contractor's reasonable costs to obtain the required scales will be a reimbursable expense.

7. Disaster Event Generated Hazardous Wastes Abatement

The Contractor shall abate all hazardous waste (to include any hazardous materials) identified by the City in accordance with all applicable Federal, State, and Local laws, standards, and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311, and 49 CFR 100-199.

8. Disaster Event Generated Biohazardous Wastes Abatement

The Contractor shall abate all biohazardous waste identified by the City in accordance with all applicable Federal, State, and Local laws, standards, and regulations.

9. Dead Animal Collection, Transportation, and Disposal

The Contractor shall collect, transport, and dispose of dead livestock, poultry, and large animals (deer, wild pigs, exotic species, etc.). Disposal will be accomplished in any permissible manner consistent with Federal, State, and City laws, rules, and regulations. The collection, transportation, and disposal of small domestic pets are the responsibility of the City.

10. Electronic Communications

The Contractor shall provide the City, in the event that normal communication (power, telephone, radio, cell phones, etc.) is unavailable, with SAT-COM (Satellite radio's, telephones, etc.) or a reliable electronic system of communication as follows: 1 (one) each with Contractor representative 1 (one) per crew 1 (one) at each disposal site.

OTHER OPERATIONAL CONSIDERATIONS

1. Documentation and Inspections

All storm debris shall be subject to inspection by the City or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state, and Federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The Contractor and the City or City's Representative will each have personnel in place at each TDSRS to verify the contents (cubic yards or tons) of the vehicles entering the TDSRS. Records will be maintained via load tickets of every vehicle entering the TDSRS, its cubic yardage or tonnage and verification of the vehicle leaving the TDSRS to ensure that it is in fact empty. The Contractor and the City will monitor the material to determine that it in fact consists of Eligible Debris. The Contractor and the City will have personnel in place at the pick up site to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the Contractor and the City will establish and record the certified cubic yards capacity and will inspect each haul truck. The Contractor will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The Contractor will assist the City in preparation of Federal (FEMA, FHWA, etc.) and State reports for any potential reimbursement through the training of City employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, FHWA, the City's designated Debris Monitoring Contractor, and other applicable State and Federal Agencies to insure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies. The Contractor will be required to digitally GPS document each load received at each TDSRS or to be taken to a disposition site which will result in a claim for reimbursement or payment. The digital GPS documentation will be performed to clearly show the transport vehicles identification number and the contents of the vehicle.

2. Priority of Work Areas

The City will establish in advance the priority of and shall approve each work area in which the Contractor will be allowed to work. Daily and/or weekly communication will be held to determine approved work areas. The Contractor shall remove all Eligible Debris from the approved work areas and shall leave the areas from which the Eligible Debris is removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a work area is in a clean and neat condition will be at the reasonable judgment of the City.

3. Working Hours

All activity associated with gathering and loading of Eligible Debris shall be performed during visible daylight hours only. Hauling of Eligible Debris to a TDSRS will only be allowed during visible daylight hours between dawn and dusk. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at each TDSRS debris reduction may occur twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary and safe. Contractor shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

4. Debris Disposal

The Contractor shall process, recycle, and dispose of all Eligible Debris, reduced Eligible Debris, ash residue, and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards, and regulations. Final disposition locations shall be at the discretion of the Contractor with prior acceptance by the City, except for those materials to be landfilled as determined by the City. Debris to be landfilled will be at the City's designated landfill facility or as directed by the City. The Contractor and City inspectors assigned to the disposition process shall maintain disposition and disposal records and documentation. Documentation shall be quantified in Cubic Yards, tons, or quantity. The Contractor must provide five part load tickets or approved electronic documentation.

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 Florida Administrative Code. The Contractor shall dispose of all white goods encountered in accordance with applicable Federal, State, and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the Contractor in accordance to applicable regulatory requirements. There is no additional payment made for handling of white goods, as this cost of work is included in the cubic yard unit price for debris removal.

6. Multiple Scheduled Passes

The Contractor shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens and the City to return to their properties and bring debris to the right-of-way as recovery progresses. The number and schedule of passes shall be determined through City/Contractor consultation. It is the City's intent that the Contractor will make as many passes as the City may direct to complete the removal and lawful disposal of all natural disaster generated Eligible Debris.

7. Certification of Load Carrying Capacity



The Contractor shall submit to the City certification indicating the type of vehicle, make, model, license plate number, Contractor equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the City. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the City. Photo documentation will be required by the City.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulation, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be remeasured and remarked. All extensions to the bed are subject to acceptance or rejection by the City. The Contractor shall conform to the tarping of loads. Damaged extensions are subject to immediate disqualification by authorized City personnel.

8. Traffic Control

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practicable. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including each TDSRS. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all Federal, State, and local laws, regulations, and ordinances governing personnel, equipment, and workplace.

9. Recycled Materials Documentation

The Contractor shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity; the location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. Contractor shall provide the value of the salvaged or recycled material back to the City as a reimbursement or credit so that the City can provide the reimbursement or credit back to FEMA, as required by FEMA. Value of the material will be defined as the value of the material as paid to the Contractor by the entity accepting the material for salvage or recycling.

10. Emergency Operations Center (EOC)

The Contractor shall be required to provide current/up-to-date field condition information to the City's EOC.

11. Contractor Required Submittals and Tasks with Timeframes from Contract NTP if Pre-Event Awarded Contract

Contractor site visit of City TDSRS 30 Days
Aerial Markups of TDSRS with Site Layouts 60 Days
Load Tickets with Use Procedure 30 Days
Contractor's Load Ticket Accounting Software 30 Days
Contractor Debris Separation Requirements/Procedures 30 Days

12. Pricing

Pricing within resulting contract may be used by any of the public agencies located within Hidalgo County. Tipping fees should not be included as part of the unit price. Tipping fees are separated from the operating fees and charged to other entities at cost.



FEMA Experience: Proposers shall have proven experience with overall management and FEMA requirements including alternative procedures that may be available under pilot programs as well as all rules and regulations to qualify for this scope of work.

ARTICLE IV. RFP - FORMAT AND ORGANIZATION

This section provides specific instructions on format and organization of the RFP to be submitted by the Contractor. Each Contractor may submit only one RFP in an entirely self-supporting format without reference to any other Qualification(s).

SECTION 4.01 GENERAL INSTRUCTIONS

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders).

SECTION 4.02 EVALUATION COMMITTEE

An Evaluation Committee ("Committee") will be established to assist the City in selecting a Qualified Respondent. The Committee will be comprised of staff from City Departments. This Evaluation Committee will then recommend the top Qualified Respondent to the City of Edinburg City Council.

SECTION 4.03 EVALUATION CRITERIA

Selection of a firm(s) to provide the aforementioned materials and services shall be in accordance with the City of Edinburg Purchasing Policies and procedures and the State of Texas Local Government Code 2254. The City of Edinburg shall open all submissions and evaluate each respondent in accordance to the below criteria: Failure to include requested information in the RFP response package will result in a score of zero for the section in which the information applies.

The City of Edinburg will evaluate the submission in accordance with the selection criteria and will rank the firms on the basis of the submittals. The City of Edinburg reserves the right to consider information obtained in addition to the data submitted in the response. The selection criterion is listed below: To be deemed qualified and to contract with the Department, the firm needs to fully demonstrate their overall qualifications within the RFP.

The City will conduct a comprehensive, fair and impartial evaluation of all Statement of Qualifications received in response to this RFP. Each RFP will first be analyzed to determine overall responsiveness and completeness as defined in Article III – General Requirements and Scope, Section 3.09 RFP Applicant's Minimum Qualification Requirements and Article IV - RFP Format and Organization. Failure to comply with the instructions or submission that does not satisfy these Sections may result in the RFP being deemed non-responsive and may, at the discretion of the Committee as defined below, result in the RFP being eliminated from further consideration.



SECTION 4.04 PROPOSAL FORMAT

Proposers should prepare their proposals in accordance with the instructions outlined in this section. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only

Proposing firms should, at a minimum, provide the following information listed below. Each requirement shall be labeled and submitted in the order listed below:

Section 1: Cover Letter: At a minimum the introduction shall include: Firm name, address, telephone, fax number, contact person and e-mail address; Year established and former firm names; Names of principles of the firm; Types of services for which the firm is qualified; and an understanding of the scope of work/services;

Section 2: Bid Bond;

Section 3: The Proposer's qualifications to meet the City's objectives and to perform the tasks listed in the proposal. This shall include a statement regarding the financial capability of the company, a description of the office(s) from which the service is being performed and nature of staff and a list of equipment available for recovery projects;

Section 4: A statement of the Contractor's familiarity and experience with FEMA's Public Assistance Program including all Alternative Procedures Pilot Program's for Debris Removal and applicable laws, rules, and regulations;

Section 5: Training and professional experience (include all professional certifications);

Section 6: List of all existing debris removal/hauling contracts;

Section 7: References for disaster specific experience over the last five (5) years, including the name of each client, a current contact person with phone number and /or email contact information, the size of each project, and response time. Additionally, Proposer must include in this section a statement listing and describing each and every lawsuit in the past five (5) years in which the Contractor sued, or was sued by, any of Contractor's clients;

Section 8: A list of sub-contractors and a subcontractor plan which includes a clear description of the percentage of work that will be subcontract out and a list of subcontractors the contractor plans to use. Identify willingness and ability to utilize local contractors and their general requirements for doing so. This includes the contractor's use of women and minority owned businesses to provide services;

Section 9: Financial resources and bond rating – Label this section as "CONFIDENTIAL"

Section 10: A) Detailed listing of Contractor's equipment and resources; and

B) A mobilization and operations plan;

Section 11: Construction drawings for OSHA compliant temporary inspection towers; and

Section 12: Completed Signature Forms:

- Appendix A – Unit Rate Price Schedule
- Appendix B – Hourly Equipment and Labor Price Schedule
- Appendix C – Proposal Submission Form
- Appendix D – Addendum Receipt & Non-Collusion Affidavit
- Appendix E – Iran Divestment Certificate
- Appendix F – Certification Regarding Debarment and Suspension
- Appendix G – Certification Regarding Lobbying
- W-9 Form (supplied by Proposer)

Section 13: (Optional) Other Services your firm provides that may be of interest to Union County that were not specifically requested in the RFP documentation.

SECTION 4.05 **EVALUATION OF THE RFP**

Proposals will be evaluated in accordance with this section and all applicable City procurement policies and procedures.

The City shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The City reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality, performance of the services proposed, and cost.

Evaluation Committee will make a selection based on criteria listed below (no particular order) and other relevant RFP information. Evaluation factors will include, but are not limited to, the following:

The Qualified Respondent's failure to provide information relative to the above criteria may result in the City deeming such Statement of Qualifications nonresponsive and may, at the sole discretion of the Committee, result in elimination of said Statement of Qualification from further consideration. The Committee reserves the right to conduct other evaluation and measurements of the Statement of Qualifications as may be necessary to make an informed decision.

SECTION 4.06 **EVALUATION PROCESS**

The process outlined below is followed to allow the City to get a well-qualified firm for the best value for the City to complete these services. Care is taken to make sure the process is adhered to by the Evaluation Committee. Statement of Qualifications are scored by each evaluator independently to avoid groupthink or influence between Committee members. Strict adherence to the process by all parties participating in this solicitation will assure that Qualified Respondents are treated fairly, time and expenses to propose are minimized and the most Qualified Respondent providing the best value is awarded the contract.

- I. **Minimum Requirements Review** – The RFP will be screened for minimum requirements. Only those firms meeting the minimum requirements on a **pass/fail** basis will be allowed to continue in the process.
- II. **Technical Statement Review** – Qualifications will be evaluated by the Evaluation Committee based on the criteria list in this RFP. Scores from all evaluators will be averaged and tabulated to form a ranking from highest to lowest scoring Qualified Respondents.



III. **Evaluation and Selection** – Respondents will be evaluated according to the following criteria:

- | | |
|---|-----|
| 1. Price (The total of all line items in Appendix A and Appendix B) | 35% |
| 2. Qualifications | 30% |
| 3. Technical | 25% |
| 4. Compliance with Bid instructions | 10% |

IV. **Contract Negotiations** – The City will **not** be bound under any contract until the City Manager or designee signs the contract and the person authorized to bind the company signs the contract.

A written recommendation will be presented to the City of Edinburg City Council requesting authorization to proceed with contract execution for the proposed services. In accordance with Local Government Code 252.049, trade secrets and confidential information in competitive sealed proposals are not open for public inspection. All submissions shall be opened in a manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations. A public opening will not be conducted with this process. After the contract has been awarded, all submissions will be open for public inspection, and the unsuccessful respondent(s) may request a debriefing regarding their submittal. Please contact the City of Edinburg Solid Waste Management staff to document the request for a debriefing. A meeting with the City of Edinburg Solid Waste Management Staff will be scheduled within a reasonable time.

SECTION 4.07 SELECTION PROCESS

The City of Edinburg will use the following selection process. This process is designed to ensure that consultants are selected in a fair and uniform manner, those selected for work are qualified and experienced in the professional services desired, and to ensure that every qualified consultant has the opportunity to be considered for providing professional services to City. The RFP will be posted on the City of Edinburg website under “Purchasing”.

Upon receipt of the packages from respondents, the Selection Committee members will review the submittal using a review and scoring program that has been determined by the committee and is detailed below. All submittals will be reviewed to establish that the respondent met the demonstration and documentation requirements for the RFP Applicant’s Minimum Qualification Requirements under Section 3.09.

Only those submittals determined to have met the overall responsiveness and completeness of the RFP’s minimum requirements will proceed to the next evaluation phase. The next phase is the review of the RFP and its technical aspects, along with their past performance, which will be scored based on their responses and the responses from the references submitted by the responder and/or the experience of City of Edinburg staff with the particular firm’s past performance. Only one reviewer will contact any given reference. If desired, the selection committee may short list the number of qualified and ranked firms. The Selection Committee will review and rank the RFP using the total point scores to rank the prospective proposals. The Selection Committee will then determine a short list of the most highly qualified Firms based upon the ranking scores.

The City of Edinburg reserves the discretion to determine the number of firms that will be on the short list. The City of Edinburg may engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of their minimum qualifications submittal, their technical responsiveness and with emphasis on their professional competence to provide the required services. Interviews are not anticipated; however, the selection committee may schedule interviews if required in the selection process.



The highest-ranking firm or firms(s) will be proposed as the selected firm(s) and authorization will be sought from the City Council of City of Edinburg for contract award.

SECTION 4.08 CITY CONTACT

If you should have any questions regarding the preparation of the RFP, you may contact Lorena Fuentes, Assistant Purchasing Manager or lfuentes@cityofedinburg.com. Responses to the RFP must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by Tuesday, May 03, 2022 and no later than 3:00 pm. Eight (8) complete sets of One (1) Original and seven (7) copies of the response, no larger than 30 bound pages, must be submitted no later than this date and time. In addition, a USB with a PDF file of response must be provided. The RFP is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the SOLID WASTE MANAGEMENT CONSULTING, ENGINEERING, AND ENVIRONMENTAL MONITORING SERVICES.



APPENDIX A - 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 (RACM) (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
HOURLY EQUIPMENT & LABOR PRICE SCHEDULE			
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 OPERATOR	
	ASBESTOS ABATEMENT SUPERVISOR	
	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
	PACK		
	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		
	(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		
	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, CONES, 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.



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 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"

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



EXHIBIT "C"

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 "D"
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:	



EXHIBIT "E"
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 REFERENCES

SUBCONSULTANT: _____

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



	Email Address:
Effective date of contract	Value of Contract:
Description of products/services provided:	

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



EXHIBIT "F"
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
-------------	--------------	-------------------------------

1.		
----	--	--

2.		
----	--	--

3.		
----	--	--

4.		
----	--	--

5.		
----	--	--



EXHIBIT "G"

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



EXHIBIT "H"

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- This certification is a material representation of fact relied upon by Polk City, a political subdivision of the State of Florida (the "City"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the City, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE:

COMPANY NAME:

DATE:



EXHIBIT "I"

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 "J"

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge, that:

- 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

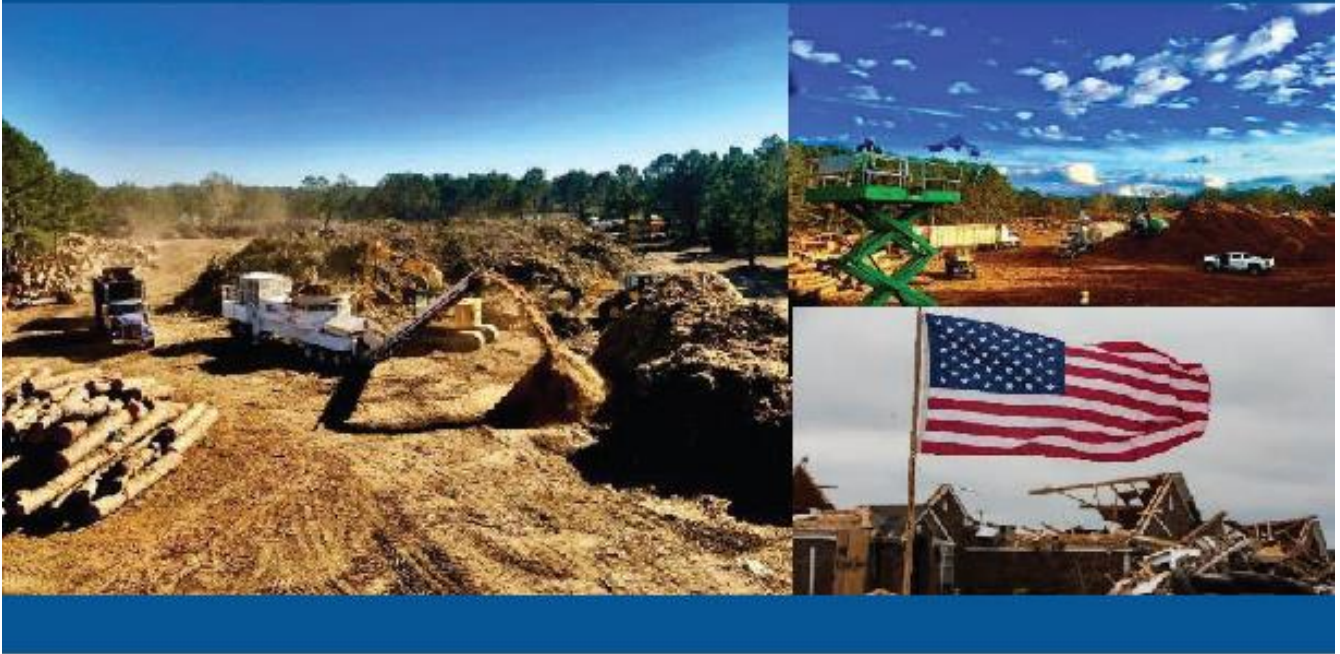
EXHIBIT "K"



EXHIBIT "L" UNIT RATE PRICE SCHEDULE

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





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

April 2019





City of Edinburg, Texas Disaster Debris Management Plan

April 2019



City of Edinburg, Texas Disaster Debris Management Plan

Table of Contents

Table of Contents
List of Tables
List of Figures
List of Appendices

Section 1 INTRODUCTION	1-1
1.1 Overview.....	1-1
1.1.1 Purpose	1-1
1.1.2 Plan Development.....	1-1
1.2 Authority.....	1-2
1.3 References.....	1-3
1.4 Incidents and Assumptions	1-4
1.4.1 Incident Description.....	1-5
1.5 Debris Volume Estimate.....	1-5
1.5.1 Debris Estimate – Scenario 1.....	1-6
1.5.2 Local Resource Needs Assessment	1-12
Section 2 ROLES AND RESPONSIBILITIES	2-3
2.1 Administration and Logistics.....	2-3
2.2 Debris Management Organization.....	2-3
2.3 Key Positions in Debris Management	2-4
2.3.1 Debris Manager	2-4
2.3.2 Street-Clearing Task Force Leader.....	2-4
2.3.3 Debris Collection and Disposal Task Force Leader	2-5
2.3.4 Environmental Health Task Force Leader.....	2-6
2.3.5 Debris Clearing Teams	2-6
2.3.6 Debris Removal Teams.....	2-6
2.4 Primary Departments	2-7
2.4.1 City Manager’s Office	2-7
2.4.2 Solid Waste Department.....	2-7
2.4.3 Emergency Management	2-7
2.5 Interdepartmental Coordination.....	2-8
2.5.1 Mayor and City Council	2-8
2.5.2 City Attorney	2-8
2.5.3 Communications and Media.....	2-8
2.5.4 Community Development/Grants Management.....	2-8
2.5.5 Engineering.....	2-8
2.5.6 Finance.....	2-9

2.5.7	Fire Department	2-9
2.5.8	Information Technology	2-9
2.5.9	Parks and Recreation	2-9
2.5.10	Planning and Zoning.....	2-9
2.5.11	Police	2-9
2.5.12	Utilities	2-10
2.6	Hidalgo County Departments	2-10
2.6.1	Health and Human Services Department.....	2-10
2.6.2	Emergency Management	2-10
2.6.3	Hidalgo County Justice of the Peace	2-10
2.7	State Agencies	2-10
2.7.1	Texas Animal Health Commission (TAHC)	2-10
2.7.2	Texas Commission on Environmental Quality (TCEQ).....	2-11
2.7.3	Texas Department of State Health Services (DSHS)	2-11
2.7.4	2-1-1 Texas, Texas Health and Human Services Commission (HHSC)	2-11
2.7.5	Texas Division of Emergency Management (TDEM).....	2-11
2.7.6	Texas General Land Office (GLO).....	2-11
2.7.7	Texas Department of Transportation (TxDOT).....	2-11
2.8	Federal Agencies	2-11
2.8.1	Federal Emergency Management Agency (FEMA)	2-11
2.8.2	Federal Highway Administration (FHWA)	2-12
2.8.3	Natural Resources Conservation Service (NRCS)	2-12
2.8.4	Office of Inspector General (OIG)	2-12
2.8.5	U.S. Army Corps of Engineers (USACE)	2-12
2.9	Private Enterprise.....	2-12
2.9.1	Debris Hauling Firm	2-12
2.9.2	Debris Monitor Firm.....	2-13
2.10	Nonprofit Organizations	2-13

Section 3 DEBRIS COLLECTION AND REMOVAL PLAN..... 3-1

3.1	Normal Operations.....	3-1
3.1.1	Normal Operations Checklist	3-1
3.2	Pre-Incident Preparation	3-3
3.2.1	Pre-Incident Checklist	3-3
3.2.2	Public Information Pre-Incident	3-4
3.3	Post-Incident Response.....	3-4
3.3.1	Emergency Road Clearance Priorities.....	3-5
3.4	Post-Incident Response Checklist.....	3-5
3.4.1	Conduct Damage Assessment.....	3-5
3.4.2	Establish a Debris Management Operations Center	3-5
3.4.3	Activate Monitoring Firm and Debris Removal Contractors	3-6
3.4.4	Begin Emergency Roadway Debris Clearance.....	3-7
3.4.5	Begin Truck Certification	3-7
3.4.6	Prepare Debris Management Sites Based on Concentration of Debris.....	3-7
3.4.7	Conduct Meetings/Briefings with Key Personnel	3-10

3.4.8	Review Debris Volume and Collection Cost Assessment.....	3-10
3.4.9	Request Contact Information and Meeting with the FEMA PAPDM.....	3-10
3.4.10	Public Information Post-Incident.....	3-11
3.5	Post-Incident Recovery.....	3-13
3.5.1	Post-Incident Recovery Checklist: 2 Days – 2 Weeks	3-13
3.6	Post-Incident Recovery Checklist: 2 Weeks – 1 Month.....	3-17
3.6.1	Maintain and Evaluate ROW Cleanup	3-18
3.6.2	Begin ROW Stump Removal as Necessary.....	3-18
3.6.3	Open Additional Debris Management Sites as Necessary	3-18
3.6.4	Continue Daily Meetings with FEMA.....	3-18
3.6.5	Begin Debris Removal from Private Property and Gated Communities.....	3-18
3.6.6	Public Information Post-Incident Recovery	3-18
3.7	Post-Incident Recovery Checklist: 1 Month – 3 Months.....	3-19
3.7.1	Maintain and Evaluate ROW Cleanup – Vegetative and C&D... 3-19	
3.7.2	Begin ROW Removal of Hazardous Limbs and Trees.....	3-19
3.7.3	Initiate Haul-Out.....	3-20
3.7.4	Progress to Weekly Meetings with the FEMA	3-20
3.8	Recovery Checklist: 3 Months – Project Completion	3-20
3.8.1	Complete all Debris Recovery Activities	3-20

Section 4 ENVIRONMENTAL CONSIDERATIONS AND OTHER

REGULATORY REQUIREMENTS.....	4-1
4.2 State of Texas Regulatory and Technical Assistance	4-3
4.2.1 Texas Solid Waste Disposal Act.....	4-3
4.2.2 Texas Commission on Environmental Quality (TCEQ).....	4-3
4.2.3 Texas Department of State Health Services (DSHS)	4-3
4.2.4 Texas Historical Commission (THC)	4-3
4.2.5 Texas Department of Transportation (TxDOT).....	4-4
4.2.6 Texas Animal Health Commission (TAHC)	4-4
4.3 Other Relevant Regulations.....	4-4
4.3.1 Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act).....	4-4
4.3.2 Code of Federal Regulations (CFR): Title 44 – Emergency Management and Assistance.....	4-4
4.3.3 Title 2 CFR Part 200.....	4-4
4.3.4 Sandy Recovery Improvement Act (SRIA) of 2013.....	4-5

Section 5 PLAN MAINTENANCE..... 5-1

5.1 Plan Review and Approval	5-1
5.2 Training for Personnel	5-1
5.3 Exercises	5-2

Section 6 ACRONYMS AND DEFINITIONS 1

List of Tables

Table 1-1: Potential Disaster Incidents	1-6
Table 1-2: Past Hurricanes Affecting the City of Edinburg	1-7
Table 1-3: Storm Category Factor	1-8
Table 1-4: Vegetative Cover Factor.....	1-8
Table 1-5: Commercial Multiplier Factor.....	1-8
Table 1-6: Precipitation Multiplier Factor	1-9
Table 1-7: Category 3 Hurricane Debris Estimate.....	1-9
Table 1-8: Flooding Incidents.....	1-9
Table 1-9: Estimated Debris Generated From Flooding.....	1-11
Table 1-10: Debris Resource Requirements	1-12

List of Figures

Figure 1-1: City of Edinburg 100-Year Flood Zones and Parcels at Risk.....	1-10
Figure 1-2: City of Edinburg 500-Year Flood Zones and Parcels at Risk.....	1-11
Figure 2-1: Debris Management Operations Chart.....	2-4
Figure 3-1: Disaster Recovery Timeline.....	3-12

List of Appendices

Appendix A: Job Aid Checklists for Key Positions	
Appendix B: Debris Management Checklists	
Appendix C: Debris Contracting Guidance	
Appendix D: Debris Contracting Checklist	
Appendix E: Contractors, Disposal and Recycling Resources	
Appendix F: Debris Hauler Scope of Work	
Appendix G: Health and Safety Strategy	
Appendix H: Sample Press Releases	
Appendix I: Priority Roads	
Appendix J: Debris Zone Map	
Appendix K: Field Documents	
Appendix L: Debris Management Site Analysis Report	
Appendix M: Sample DMS Memorandum of Agreement	
Appendix N: Sample Right-of-Entry Agreement	
Appendix O: Hazardous Stump Extraction and Removal Eligibility	
Appendix P: List of Equipment	

1.1 Overview

1.1.1 Purpose

The City of Edinburg, Texas (City) approved the preparation of this Disaster Debris Management Plan (DDMP) to better respond to emergency debris removal situations. The purpose of this plan is to outline the components critical to the success of a debris removal operation in the City. This plan provides key information that will help the City coordinate and effectively manage a turn-key debris removal effort if the City is affected by a major debris-generating incident. Central to the success of debris removal operations the City's understanding of the following elements prior to a debris-generating incident:

- The parties involved and their roles and responsibilities with regard to the debris removal operation;
- The rules, regulations, and guidelines enacted by the Federal Emergency Management Agency (FEMA) and other agencies governing debris removal;
- The process of collecting debris; and
- The disposal of debris, including where the debris will be staged for reduction and/or hauled to final disposal.

1.1.2 Plan Development

This plan provides a coordinated response blueprint for the City and other organizations and contract debris hauling and monitoring firms with a role in disaster debris operations. Departments within the City, as well as regional and private planning partners, have been instrumental in the development of the plan and in clarifying roles and responsibilities in the event of a debris-generating incident. Planning efforts have included participation in a project kickoff meeting with key City departments with a role in the plan, calls with City departments to ascertain responsibilities and to determine resources that can be brought to bear in debris-generating incidents, and the collection of data needed for development of the plan. City departments with a role in development of the plan include the following:

- City Manager's Office
- Communications and Media
- Finance
- Fire/Emergency Management
- Human Resources
- Parks and Recreation

-
- Planning and Zoning
 - Police
 - Public Works
 - Solid Waste
 - Utilities

1.2 Authority

This DDMP is developed, promulgated, and maintained under the following city, state, and federal statutes and regulations:

City

- City of Edinburg Code of Ordinances
 - Title III: Administration
 - Chapter 33: Finance and Taxation, Sections 33.40 – 33.47 Purchase Procedures
 - Chapter 36: Emergency Management
 - Section 36.05 – Operational Organization
 - Section 36.12 – National Incident Management System (NIMS)
 - Title IV: Public Works
 - Chapter 51: Solid Waste Management Collections
 - Title IX: General Regulations
 - Chapter 90: Abandoned Motor Vehicles
 - Chapter 91: Animals, Section 91.10 – Animals, Seizure and Impounding
 - Chapter 95: Nuisances, Section 95.08 – Abatement

State

- Local Government Code, 54.018 Action for Repair of Demolition of Structure
- Government Code, Title 4, Subtitle 418, Chapter 418, Emergency Management; Sec 418.023 Clearance of Debris; Sec 418.0425 State Emergency Management Plan Annex
- Texas Administrative Code, Title 37, Part 1, Chapter 7; Subchapter A, Emergency Management Program Requirements; Subchapter C
- Health and Safety Code, Title 5, Subtitle A, Chapter 343 Abatement of Public Nuisances; Subtitle B, Chapter 361 Solid Waste Disposal Act

Federal

- Sandy Recovery Improvement Act (SRIA) included as Division B of the Disaster Relief Appropriations Act, PL 113-2, signed into law January 29, 2013

-
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, signed into law November 23, 1988; amended the Disaster Relief Act of 1974, PL 93-288
 - U.S. Code, Title 23 Highways, Part 125 Emergency Relief Section 1107 Public Law 112-141 Moving Ahead for Progress in the 21st Century Act (MAP-21), July 2012
 - Title 2 Code of Federal Regulations, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)
 - US Code, Title 42, Chapter 103, Comprehensive Environmental Response, Compensation, and Liability (CERCLA) and Title III of Superfund Amendments and Reauthorization Act of 1986 (SARA)
 - Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq
 - Resource Conservation and Recovery Act, 42 U.S.C. §69012 et seq
 - Federal Clean Water Act, 33 U.S.C. §1251 et seq
 - Toxic Substances Control Act, 15 U.S.C. §1601 et seq
 - Occupational Safety and Health Act, 29 U.S.C. §651 et seq
 - Hazardous Materials Transportation Act, 49 U.S.C. §1802, et seq

1.3 References

The following references were used in the development of the plan:

Local

- City of Edinburg Emergency Management Plan
- Hidalgo County Hazard Mitigation Plan, 2016

State

- Managing Debris from Declared Disasters, TCEQ 2017
- State of Texas Emergency Management Plan, Annex K: Public Works and Engineering

Federal

- FEMA Comprehensive Planning Guide 102 Version 2
- FEMA Publication FP 104-009-2 – Public Assistance Program and Policy Guide, 2018
- FEMA 329 Debris Estimating Field Guide, September 2010
- FEMA Public Assistance Alternative Procedures Pilot Program Guide for Debris Removal, Version 6.1, June 28, 2018
- FEMA Public Assistance Alternative Procedures EMMIE Cost Codes for Debris Removal
- National Response Framework, Department of Homeland Security, Third Edition, June 2016

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- Pre-Disaster Recovery Planning Guide for Local Governments, FEMA, February 2017
 - National Disaster Recovery Framework, Second Edition, Department of Homeland Security, June 2016

1.4 Incidents and Assumptions

Population and Demographics¹

An important consideration in disaster debris management is the population of the area to be served under the plan and factors relating to demographics that will need to be considered in developing strategies for debris removal strategies and communications. According to the U.S. Census Bureau, in July 2017 the population of the City was 90,280. 76.6% of the population speaks a language other than English at home. The City will need to ensure that public information regarding set-out procedures and the safe handling of debris is accessible in multiple formats. In addition, 7.2% of the population is over the age of 65 and approximately 26.6% of the population live in poverty. During disasters, populations with functional and access needs and socio-economic barriers, which may include persons over the age of 65 and persons in poverty, often have less access to resources and support. The City will consider the needs of these populations in planning and in response to a debris-generating incident.

Physical Characteristics

The City encompasses approximately 37.63 square miles in south-central Hidalgo County. The topography of the City is mostly flat. The geographic location of the City makes it susceptible to several types of incidents that could result in widespread disaster debris, including tornadoes, flooding, severe thunderstorms with high winds, hurricanes/tropical storms, severe winter weather, and wildfire.²

With regard to debris removal efforts, this plan assumes the following:

- The greatest threat of a debris-generating incident to the City is in the form of a hurricane or a flooding incident.
- The response and recovery outlined in this plan is designed to address two types of debris-generating scenarios:
 - Scenario 1: Low Probability – High Consequence Incidents (Hurricane)
 - Scenario 2: High Probability – Medium Consequence Incidents (Flooding)
- In the event of a debris-generating incident, the City may activate one or more debris removal contractors.
- In the event of a debris-generating incident, the City may activate a monitoring firm.
- If warranted, the City will request federal assistance from FEMA through the State.

¹ U.S. Census Bureau QuickFacts: Edinburg City, Texas, 2018

² Hidalgo County Hazard Mitigation Plan, Section 4 Risk and Vulnerability Assessment

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- The City will be operating under the current Public Assistance (PA) guidelines for reimbursement as described in the Stafford Act. Changes to the PA Program or published program-specific guidance may result in a revision to the DDMP or its implementation.

1.4.1 Incident Description

The multi-hazard DDMP is designed to address numerous debris-generating incident scenarios. For the purposes of the DDMP, two scenarios have been developed based on maximum impact, ability to respond, and frequency of incident.

Scenario 1: Low Probability – High Consequence

This scenario focuses on catastrophic debris-generating incident that may significantly impact the City. In this case, resources are severely strained throughout the entire region, and a Presidential Disaster Declaration for Category A is immediate or imminent due to:

- Long-term impacts to roads, bridges, and highways;
- Composition of debris includes vegetative and construction and demolition (C&D) debris; and
- Post-incident debris estimates have the potential to exceed 100,000 cubic yards (CY).

This incident is best described as a Category 3 hurricane. The period for debris removal and demobilization may last from 3 months to 1 year and beyond.

The National Oceanic and Atmospheric Administration (NOAA) National Weather Service utilizes the recently updated Enhanced Fujita (EF) Scale to rate the severity of tornadoes. The table below describes the EF Scale and associated wind speed categories.

Scenario 2: High Probability – Medium Consequence Impact

This scenario focuses on those higher frequency debris-generating incidents that may impact the City. These incidents may be characterized as those that do not immediately receive a Presidential Disaster Declaration for Category A:

- Short-term impacts to roads, bridges, and rail lines;
- Composition of debris is primarily C&D with some vegetative debris and white goods; and
- Post-incident debris estimates do not exceed 100,000 CY.

This incident is best described as a flood. The period for cleanup may last from 1 to 2 months. Depending on the severity of the incident, debris management site (DMS) locations may or may not be operational. In this case, the cities may choose to rely on local contractors or force account labor.

1.5 Debris Volume Estimate

The debris volume generated by an incident will depend on the type of incident. Table 1-3 describes the disaster incidents that may affect the City. The table also illustrates the probability of the disaster incident occurring, the nature of the debris generated, the debris generation potential, and the widespread impact to the City.

Table 1-1: Potential Disaster Incidents

Type of Incident	Probability ³	Nature of Debris	Debris Generation Potential ⁴	Widespread Impact
Tornado	Likely	Vegetative C&D HHW Limited White Goods	Medium	Low
Flood	Likely	Vegetative C&D HHW	Low to Medium	Medium
Severe Storms	Highly Likely	Vegetative C&D Personal Property HHW White Goods Vehicles Putrescent	High	High
Hurricane/Tropical Storms	Likely	Vegetative C&D Personal Property HHW White Goods Vehicles Putrescent	High	High
Wildfires	Likely	C&D HHW	Low to Medium	Low

For planning purposes, this plan will be based on debris volumes generated by the most probable incident to produce conditions common to a Category 1 to 3 hurricane. However, the guidance that follows in this plan will apply to all debris-generating incidents that may affect the cities.

1.5.1 Debris Estimate – Scenario 1

For purposes of generating debris estimates for the DDMP under Scenario 1, the low probability, high consequence debris incident is assumed to be a Category 3 hurricane impacting the City. While the hurricanes of this magnitude striking this area of Texas are rare, they have the greatest opportunity to generate large quantities of debris and therefore will act as the basis for the high-volume debris estimate.

Table 1-2 provides information on the hurricanes that have impacted the City in the past and the amount of property damage that was inflicted as a result.

³ Likelihood of a particular incident to occur over a period of time. A low probability incident may occur every 100–500 years, medium probability incident may occur every 50 years, and a high probability incident may occur every 10–20 years.

⁴ The ability of a particular incident to produce debris based upon historical data on each incident. High could generate more than 1,000,000 cubic yards of debris; medium could generate more than 50,000–1,000,000 cubic yards; and low could generate 25,000–50,000 cubic yards of debris.

Table 1-2: Past Hurricanes Affecting the City of Edinburg⁵

Location	Date	Magnitude	Property Damage	Remarks
Countywide	7/22/2008	Category 2	\$20,000,000	Hurricane Dolly
Countywide	6/30/2010	Category 2	\$10,000,000	Hurricane Alex
Countywide	8/9/1980	Category 2	\$5,319,150.00	Hurricane Allen
Countywide	6/18/1968	Category 3	\$877,192.98	Hurricane Beulah
Countywide	7/31/1970	Category 3	\$657,894.74	Hurricane Celia
Countywide	9/8/1961	Category 2	\$505,050.51	Hurricane Carla, Tornadoes
Countywide	9/16/1963	Category 1	\$125,000.00	Hurricane Cindy
Countywide	9/16/1988	Category 3	\$89,285.71	Hurricane Gilbert
Countywide	9/9/1971	Category 1	\$81,967.20	Hurricane Fern
Countywide	9/14/1971	Category 2	\$877.19	Hurricane Edith

A tool for estimating the quantities of debris from a hurricane is the U.S. Army Corps of Engineers (USACE) Hurricane Debris Estimation Model. The model takes into account several variables to provide an estimate of the cubic yards of debris that might be generated from a hurricane. An explanation of the model and the variables used to determine the debris estimates for the City of Edinburg are listed below.

Debris Forecast Formula

The forecasted amount of residential debris in the cities is based on the following formula.

$$Q=H(C)(V)(B)(S)$$

Where:

- Q = Cubic yards (CY) of debris
- H = Number of households in the community
- C = Storm category factor (Category 1)
- V = Vegetative characteristic multiplier
- B = Commercial multiplier
- S = Precipitation characteristic multiplier

⁵ Hidalgo Hazard Mitigation Action Plan, 2016, Section 4.1.4

Storm Category

C is the storm category factor as shown below. It expresses debris quantity in CY per household by hurricane category and includes the house, its contents, and land foliage. For this scenario we will use a Category 3 hurricane.

Table 1-3: Storm Category Factor

Hurricane Category	Value of "C" Factor
1	2
2	8
✓3	26
4	50
5	80

Vegetative Cover

V is the vegetation multiplier as shown below. It acts to increase the quantity of debris by adding vegetation, including shrubbery and trees, on public rights-of-way.

Light (1.1 multiplier) includes new home developments where more ground is visible than trees. These areas will have sparse canopy cover.

Medium (1.3 multiplier) generally has a uniform pattern of open space and tree canopy cover. This is the most common description for vegetative cover.

Heavy (1.5 multiplier) is found in mature neighborhoods and woodlots where the ground or houses cannot be seen due to the tree canopy cover.

Table 1-4: Vegetative Cover Factor

Vegetation Cover	Value of "V" Factor
Light	1.1
✓Medium	1.3
Heavy	1.5

Commercial Multiplier

B is the multiplier that takes into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial-manufacturing facilities. Built into this multiplier is the offsetting commercial insurance requirement for owner/operator salvage operations.

Table 1-5: Commercial Multiplier Factor

Commercial Density	Value of "B" Factor
Light	1
✓Medium	1.2
Heavy	1.3

Precipitation Multiplier

S is the precipitation multiplier that takes into account either a "wet" or "dry" storm incident.

Table 1-6: Precipitation Multiplier Factor

Precipitation Characteristic	Value of "B" Factor
None to Light	1
✓Medium to Heavy	1.2

USACE Hurricane Model Estimate Results

Based upon the USACE hurricane model estimates, a Category 3 hurricane impacting the City of Edinburg has the potential to result in 1,248,388 CY of debris.

Table 1-7: Category 3 Hurricane Debris Estimate

Number of Households	Storm Category	Vegetative Cover Factor	Commercial Factor	Precipitation Factor	Total Estimated CY of Debris
25,649	26	1.3	1.2	1.2	1,248,388

Scenario 2 - Debris Forecast

For purposes of generating debris estimates for the DDMP under Scenario 2, the high probability, medium-volume debris incident is assumed to be a flooding incident impacting the City. Table 1-8 provides information on the flooding incidences that have affected the City in the past and the amount of property damage that was inflicted as a result.

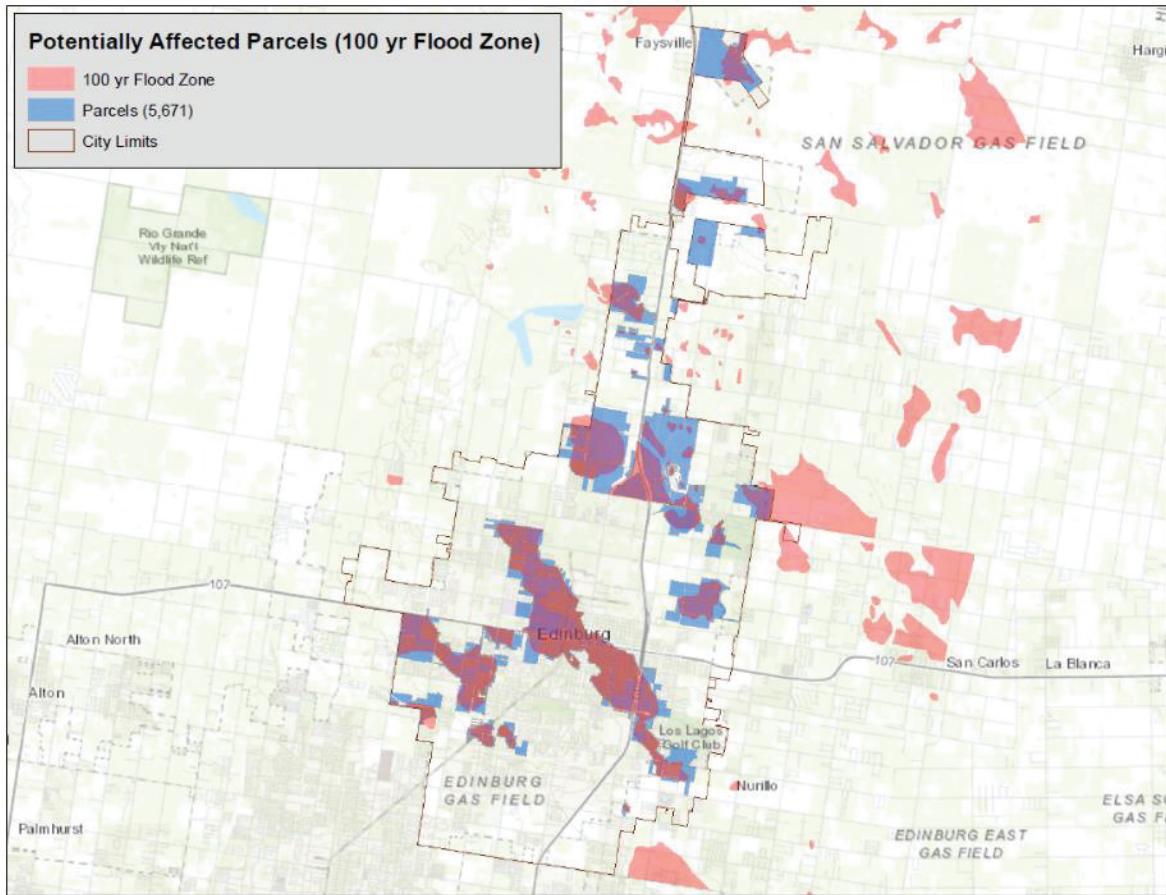
Table 1-8: Flooding Incidents

Location	Date	Property Damage	Remarks
Hidalgo County	10/13/2003	9,000,000	Heavy rains across the region caused flooding over mostly low lying, flood prone areas. Over 550 homes suffered minor to moderate damage due to the rising flood waters.
McAllen, Edinburg and Edcouch	5/25/2007	50,000	Two to 5 inches of rain in the afternoon resulting in flash flooding and property damages.
McAllen, Edinburg, and Mission	3/29/2012	5,000,000	Intense thunderstorms and hail damaged 1,000 homes and businesses and submerged over 100 vehicles.
Edinburg, north San Juan, and San Carlos	6/19/2015	23,000,000	Numerous roads were closed in east Edinburg and surrounding colonias as 6 to 18 inches of water covered roadways. Numerous vehicles became stalled in the waters. Water entered numerous homes and businesses.
Hidalgo County	10/24/2015	50,000,000	Bands of thunderstorms pushed across Hidalgo County as pieces of upper level energy linked up with the remaining moisture of Hurricane Patricia. In the Weslaco and Progreso area more than 500 homes were impacted by some level of floodwater.

Using GIS flood zone, city boundary and parcel data, it is possible to determine the parcels in the City that might be at risk of flooding. A 100-year flooding incident is a flood incident that has a 1

in 100 or 1% probability of occurring any given year. Figure 1-1 shows the areas at risk from a 100-year flooding incident.

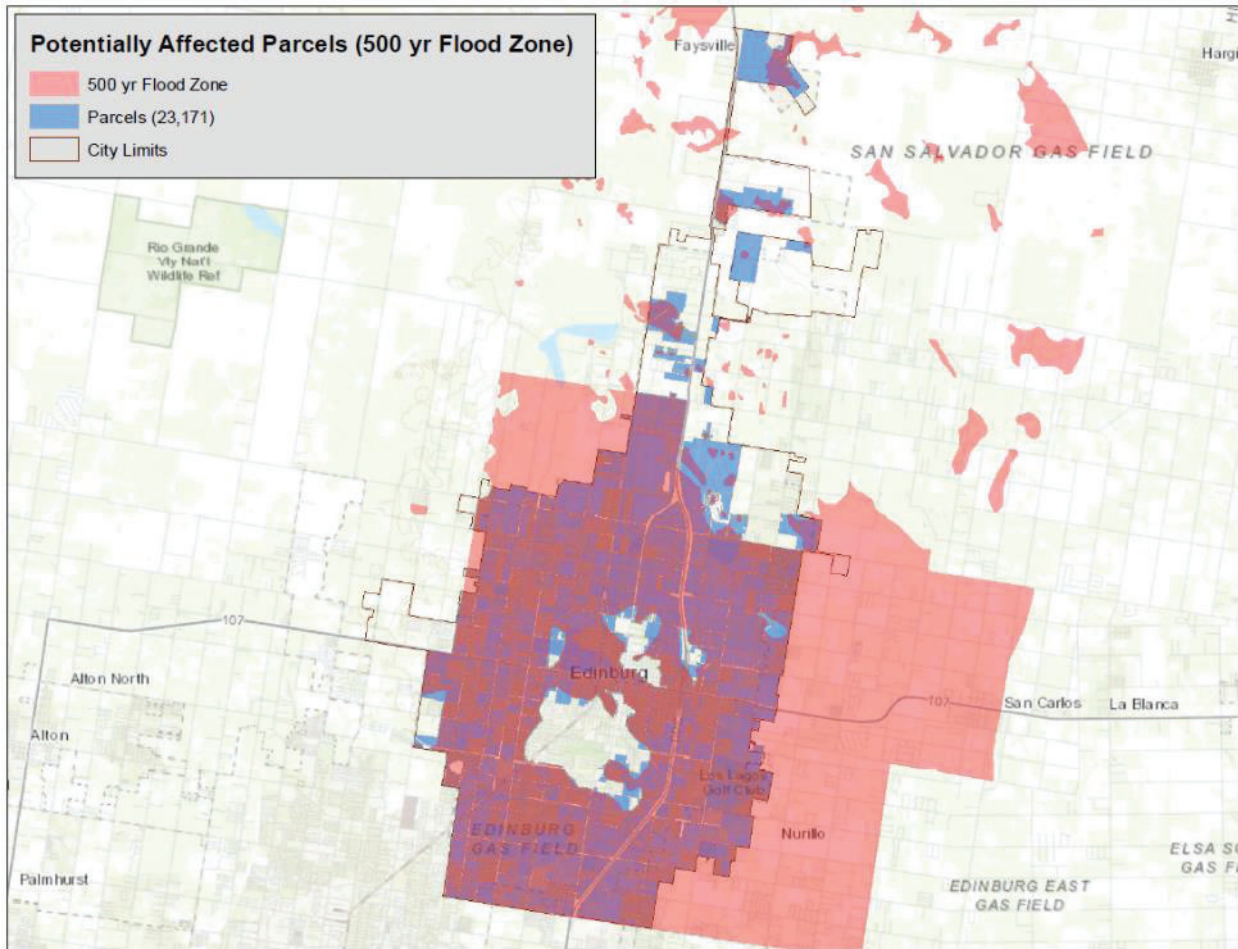
Figure 1-1: City of Edinburg 100-Year Flood Zones and Parcels at Risk



The data estimates that approximately 5,671 parcels could be at risk of damage from a 100-year flooding incident.

A 500-year flooding incident is a flood incident that has a 1 in 500 or .2% chance of occurring in any given year. Figure 1-2 shows the areas of the City at risk from a 500-year flooding incident.

Figure 1-2: City of Edinburg 500-Year Flood Zones and Parcels at Risk



The data estimates that approximately 23,171 parcels could be at risk of damage from a 500-year flooding incident.

According to FEMA, the amount of debris generated from an average flooded single-family home is between 25-30 CY for homes without a basement.⁶ Table 1-9 shows the estimated debris that could be generated from 100-year and 500-year flooding scenarios assuming 27.5 yards of debris is generated from each parcel.

Table 1-9: Estimated Debris Generated From Flooding

Flooding Scenario	Number of Parcels Flooded	CY of Debris Generated
100 Year Flood	5,671	155,952
500 Year Flood	23,171	637,202

⁶ FEMA 325, Debris Management Guide, 2007

1.5.2 Local Resource Needs Assessment

Local resources, also known as force account resources, are City-owned resources, including equipment and labor, that the City can use to respond to a debris-generating incident. For relatively minor incidents, the City can rely on its own resources to respond. For larger-scale incidents and disasters, the demand for resources may quickly overwhelm the resources that the City might have available. In that case, the City may look to mutual aid resources or may rely upon contracted services to provide the needed staffing, equipment, and expertise to help manage the debris. In the event of a large-scale disaster, the City must assess the local labor and determine the resources that might be needed to respond.

The matrix below provides resource requirements for hurricane and flooding debris incidents based on the debris estimation models.

Assumptions regarding resource requirements for hurricane and flooding incidents include the following:

- Average debris collection truck capacity is 35 CY.
- Average number of trips per day for each collection truck is six.
- One monitor in place for each loading unit. Note that a Disposal Monitor will also be needed at the disposal site and DMS if activated.
- Contractor will use tandem self-loading vehicles—two containers for each loading device.
- Volume of debris that can be staged per acre is based on a 15-foot stack height: 24,200 CY/acre.
- Minimum area for a DMS is 5 acres.
- The number of operational days will vary depending on the scope of the operation.
- Number of trucks will fluctuate throughout the operation. Table 1-13 lists the debris resource requirements over the entire operation.

Table 1-10: Debris Resource Requirements

Incident	Total Debris (CY)	Operational Days	DMS Acres Needed	Tandem Trucks Needed	Collection Monitors Needed
Hurricane	1,248,388	180	77	33	17
100-Year Flood	155,952	60	10	12	6
500-Year Flood	637,202	120	40	25	13

Section 2

ROLES AND RESPONSIBILITIES

2.1 Administration and Logistics

Staff from each of the City departments involved in debris management activities will document the personnel, equipment, and material resources used to comply with this plan. Documentation will then be used to support reimbursement from any state or federal assistance that may be requested or required.

The City will implement 12-hour staffing for debris operations as the emergency or disaster requires or as directed by the Debris Manager.

The Solid Waste Department is responsible for the annual review of this plan. It will be the responsibility of each tasked City department and agency to update its respective portion of the plan and ensure any limitations and shortfalls are identified and documented, and work-around procedures are developed, if necessary.

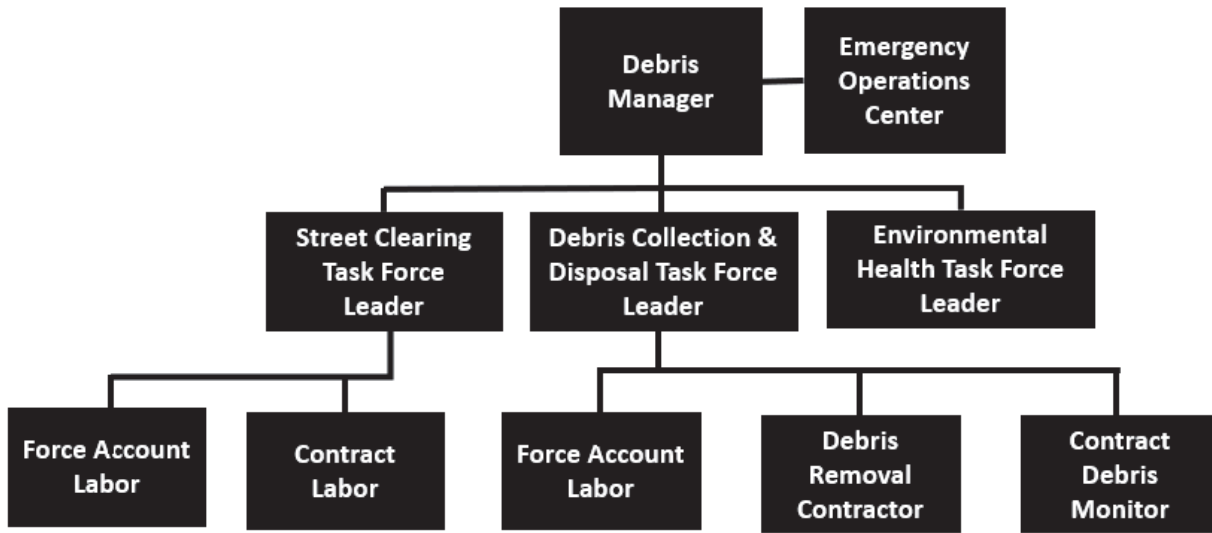
The review will consider such items as:

- Changes in mission;
- Changes in concept of operations;
- Changes in organization;
- Changes in responsibility;
- Changes in desired contracts;
- Changes in pre-positioned contracts; and
- Changes in priorities.

2.2 Debris Management Organization

To prevent duplication of effort following a disaster incident, roles and responsibilities of key staff and City departments, as related to debris removal and management, must be clearly defined prior to a disaster. An organization structure for local management of debris-generating incidents is depicted on Figure 2 1. The purpose of the organizational chart is to further clarify roles and facilitate local communication following a disaster.

Figure 2-1: Debris Management Operations Chart



2.3 Key Positions in Debris Management

Positions that could be needed for debris management operations are described below. The level of staffing for response to a debris-generating incident will depend on the magnitude of the incident and the size of the jurisdiction. Job action sheets for debris management operations are provided in **Appendix A**.

2.3.1 Debris Manager

- Establish a Debris Management Operations Center (DMOC).
- Activate contractors for debris clearing and debris monitoring services.
- Establish priorities for debris management operations.
- Collaborate with federal, state, and other agency representatives.
- Provide updates to Emergency Management regarding debris management operations.
- Coordinate with Communications and Media to develop public information messages regarding debris operations.
- Coordinate with Finance in the tracking of debris management costs.
- Coordinate the demobilization of debris management operations.

2.3.2 Street-Clearing Task Force Leader

- Stage and prepare resources immediately prior to an expected incident to ensure these will be fueled and ready to activate in the event they would be needed to clear debris off jurisdiction streets.

Section 2

- Oversee street-clearing immediately following a debris-generating incident.
- Coordinate local and contract resources to clear streets of debris in accordance with established objectives and priorities.
- Track progress of street-clearing operations.
- Provide regular updates to the Debris Manager regarding the status of street-clearing operations.
- Coordinate with the Safety Officer in the emergency operations center (EOC) to ensure street-clearing operations are conducted in a safe manner.
- Ensure all hours, expenses, and equipment use are accurately documented.

2.3.3 Debris Collection and Disposal Task Force Leader

- Coordinate with local and contract resources to stage and ready resources immediately prior to an expected incident to ensure these will be fueled and ready to activate in the event they are needed to collect debris.
- Coordinate with the Debris Monitoring Contractor to conduct truck certifications.
- Coordinate local and contract resources to conduct debris collection operations in accordance with established objectives and priorities.
- Coordinate with the Debris Monitoring Contractor to conduct collection, DMS, and disposal site monitoring.
- Activate DMS locations as needed in coordination with relevant departments and agencies.
- Coordinate with Environmental Health to conduct soil sampling at DMS locations prior to and after closure of DMS locations.
- Coordinate with local labor and contractors to ensure debris is recycled or disposed of in accordance with regulatory guidelines.
- Coordinate local and contract resources to conduct special debris operations including removals of dangerous trees, privately owned vehicles, and vessels, waterway debris, parks debris, and private property debris in accordance with FEMA authorization and guidelines.
- Track progress of debris collection, recycling, and disposal in coordination with the Debris Monitoring contractor.
- Provide regular updates to the Debris Manager regarding the status of operations.
- Coordinate with the Safety Officer in the EOC to ensure debris collection and disposal operations are conducted in a safe manner.
- Ensure all hours, expenses, and equipment use are accurately documented.

2.3.4 Environmental Health Task Force Leader

- Liaise with state, and federal environmental agencies and contractors to monitor environmental impacts of debris management operations, including ground/surface water, air, soil, and asbestos monitoring.
- Coordinate with the Debris Manager, or designee, to conduct soil sampling at DMS locations prior to and after closure of DMS locations.
- Conduct permitting of DMS locations.
- Track progress of environmental monitoring and testing operations, and documents results.
- Provide regular updates to the Debris Manager regarding the status of environmental monitoring operations.
- Coordinate with the Safety Officer in the EOC to ensure environmental monitoring operations are conducted in a safe manner.
- Ensure all hours, expenses, and equipment use are accurately documented.

2.3.5 Debris Clearing Teams

- Coordinate through the Street-Clearing Branch Director to divide into teams and clear streets of debris in accordance with established objectives and priorities.
- Report any hazardous conditions such as downed power lines, hazardous materials (HAZMAT) spills, and natural gas leaks to the proper authorities as well as the Street-Clearing Division Supervisor.
- Track progress of the Task Force in street-clearing operations.
- Provide updates as required to the Street-Clearing Task Force Leader regarding status and progress of the team.
- Obey health and safety policy and follow health and safety guidance in conducting street-clearing operations.
- Ensure all hours, expenses, and equipment use are accurately documented.

2.3.6 Debris Removal Teams

- Coordinate through the Debris Collection and Disposal Branch Director to divide into teams consisting of debris removal and debris monitors to collect debris and deliver it to the appropriate location for reduction, recycling, or disposal.
- Report any hazardous conditions such as downed power lines, HAZMAT spills, and natural gas leaks to the proper authorities as well as the Debris Collection and Disposal Task Force Leader.
- Track progress of the Task Force in debris removal, reduction, recycling, and disposal operations.
- Provide updates as required to the Debris Collection and Disposal Task Force Leader regarding status and progress of the Task Force.

Section 2

- Obey health and safety policy and follow health and safety guidance in conducting debris removal, reduction, and disposal operations.
- Ensure all hours, expenses, and equipment use are accurately documented.

2.4 Primary Departments

The unique roles of City offices and departments associated with managing the debris cleanup process are summarized below.

2.4.1 City Manager's Office

- Responsible for day-to-day management of their respective cities.
- Provide their Mayor and City Council with information regarding the progress of the debris removal effort
- Seek to carry out City Council's policies.

2.4.2 Solid Waste Department

- Serve as the lead City department for debris management operations.
- Assign an individual to serve as the Debris Manager.
- Assign other positions as needed under the debris management incident command system.
- Coordinate with Emergency Management to activate the DDMP.
- Prioritize streets for clearing debris.
- Implement debris clearing activities, coordinate department personnel, and coordinate with personnel from supporting departments and agencies with a role in debris operations.

2.4.3 Emergency Management

- Activate the EOC and manage the EOC throughout the course of response and recovery.
- Request needed resources through mutual aid agreements or through the State of Texas Assistance Request (STAR) process.
- Review and update the plan.
- Coordinate mitigation and preparedness activities.
- Coordinate training and exercises.
- Conduct after action briefings and develop after action reports and improvement plans following exercises and real incidents.

2.5 Interdepartmental Coordination

With the Solid Waste Department acting as the lead department in the cleanup effort, various additional departments will have specific duties that will assist in the disaster debris response and recovery effort. An account of the primary roles and responsibilities for each department has been summarized in the following section.

2.5.1 Mayor and City Council

- Manage all legislative and governing activities of their respective cities.
- Approve and sign contracts and various documents throughout the debris removal operation.
- Communicate with constituents regarding the status of debris operations and address concerns.

2.5.2 City Attorney

- Ensure the legality of all debris removal activities.
- Review all contracts, Right-of-Entry (ROE)/Hold Harmless/Subrogation of Insurance, and any contracts for the use of private land for DMS locations.
- Coordinate with Code Enforcement to enforce existing nuisance abatement laws.

2.5.3 Communications and Media

- Coordinate with the Debris Manager and Emergency Management to develop public information messages related to debris operations.
- Address inquiries from the news media.
- Conduct news briefings as needed.
- Monitor and update social media posts regarding debris management operation.
- Address rumors and misinformation.
- Attend planning meetings.

2.5.4 Community Development/Grants Management

- Coordinate with City departments to ensure disaster response/recovery hours, expenses and equipment use are tracked accurately.
- Coordinate with FEMA, Public Works, and Emergency Management regarding Project Worksheet (PW) development.

2.5.5 Engineering

- Provide geographic information system (GIS) mapping services to support debris management operations.

Section 2

2.5.6 Finance

- Establish an account code for disaster response operations.
- Procure needed goods and services needed for response and recovery.
- Ensure that purchases and contracts are conducted in accordance with state and federal guidelines.

2.5.7 Fire Department

- Provide preliminary damage and debris assessment information to dispatch and the EOC.
- Report downed power lines and other hazards to dispatch and the EOC.
- Conduct fire suppression, emergency medical services, and public fire safety duties.
- Request HAZMAT teams for hazardous materials spills.

2.5.8 Information Technology

- Update the City's website with information regarding the disaster and guidance regarding debris management operations.
- Assess technical infrastructure.
- Provide technical support to aid in response.

2.5.9 Parks and Recreation

- Assist in emergency roadway clearing activities.
- Assist in debris removal operations as needed.
- Provide park land for utilization as a DMS as needed.

2.5.10 Planning and Zoning

- Manage City code violations.
- Address abandoned or blighted property debris removal in accordance with the City Code of Ordinances.
- Conduct structural analysis inspections on homes and commercial structures to ensure compliance with international codes.
- Reassess homes and commercial structures to ensure repairs are made according to standards.

2.5.11 Police

- Provide protection of public and private property.
- Provide security at the DMS.

Section 2

- Provide situational awareness to the EOC.
- Coordinate with the Hidalgo County Justice of the Peace in death investigations.
- Enforce any curfews enacted by City Council.
- Coordinate the pick-up of lost and abandoned animals.
- Coordinate the pick-up and disposal of dead animals.
- Coordinate with Solid Waste and/or the contracted debris hauling firm in the pick-up of dead livestock.

2.5.12 Utilities

- Assist in emergency roadway clearing.
- Assist in debris removal operations as needed.

2.6 Hidalgo County Departments

2.6.1 Health and Human Services Department

- Monitor the health status of the community.
- Monitor and coordinate environmental health activities.
- Determine if debris poses a public health threat.
- Issue guidance to the public regarding public health threats and provide assistance to affected cities as needed.

2.6.2 Emergency Management

- Establish and maintain the Hidalgo County EOC to serve affected jurisdictions.
- Coordinate the utilization of County resources to meet local resource requests.
- Forward resource requests that the County is unable to fill to the regional Disaster District Committee (DDC).

2.6.3 Hidalgo County Justice of the Peace

- Determine the cause and manner of death for those deaths within the jurisdiction of the office; generally, sudden and unexpected deaths occurring in Hidalgo County.

2.7 State Agencies

2.7.1 Texas Animal Health Commission (TAHC)

- Assist in the disposition of dead animals.

Section 2

2.7.2 Texas Commission on Environmental Quality (TCEQ)

- Oversee and approve DMS selection and closure.
- Provide guidance in managing and disposing of debris from a disaster.
- Provide regulatory assistance to local governmental and other entities in debris management operations, relating to compliance with environmental laws, to enable them to be eligible for FEMA reimbursement.

2.7.3 Texas Department of State Health Services (DSHS)

- Coordinate with the Hidalgo County Department of Health and Human Services to monitor the health status of affected communities and respond to any public health threats. The DSHS Asbestos Program is tasked with regulating and enforcing asbestos regulations in the State of Texas.

2.7.4 2-1-1 Texas, Texas Health and Human Services Commission (HHSC)

- Serve as a resource to the cities to help provide information to the public regarding debris management operations.

2.7.5 Texas Division of Emergency Management (TDEM)

- Coordinate resource requests for state assets, i.e., the National Guard or other State agencies or from neighboring Disaster Districts.

2.7.6 Texas General Land Office (GLO)

- Provide assistance in the removal of derelict vessels and coordinate debris removal from publicly owned beaches and State-owned submerged lands.
- Manage recovery grants through the U.S. Department of Housing and Urban Development (HUD).

2.7.7 Texas Department of Transportation (TxDOT)

- Conduct emergency road clearing activities immediately after a natural disaster and the “first pass” of debris removal on all state and federal roads.

2.8 Federal Agencies

2.8.1 Federal Emergency Management Agency (FEMA)

- Provide guidance to affected cities regarding debris eligibility and the FEMA reimbursement process.

Section 2

- Develop PWs for the City's debris cleanup operations.
- Oversee any private property cleanup, should this be declared.

2.8.2 Federal Highway Administration (FHWA)

- Fund debris clearance and removal on federal aid highways through the Emergency Relief (ER) Program for an incident not declared a major disaster or emergency by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or an incident declared a major disaster or emergency by the President under that Act if the debris removal is not eligible for assistance under Section 403, 407, or 502 of that Act.

2.8.3 Natural Resources Conservation Service (NRCS)

- Provide assistance through the Emergency Watershed Protection (EWP) Program in debris cleanup for runoff retardation or soil erosion prevention that causes impairment in a watershed and is an imminent threat to life or property.

2.8.4 Office of Inspector General (OIG)

- Conduct an aggressive and ongoing audit effort designed to ensure that disaster relief funds are spent appropriately, while identifying fraud, waste, and abuse as early as possible.

2.8.5 U.S. Army Corps of Engineers (USACE)

- Assist local jurisdictions in debris removal operations following catastrophic incidents as well as provide assistance in assessing and restoring critical infrastructure.

2.9 Private Enterprise

2.9.1 Debris Hauling Firm

- Clear and remove debris from City roadways and waterways to make them passable immediately following a declared disaster.
- Conduct debris removal from the right-of-way (ROW).
- Decommission, demolish, and dispose of eligible non-regulated asbestos-containing material (non-RACM) structures on private property.
- Manage and operate DMS locations.
- Conduct debris reduction.
- Haul-out reduced materials to recycling/end-use facilities.
- Remove hazardous leaning trees and hanging limbs.
- Removal of hazardous stumps.
- Remove white goods debris from the ROW.

Section 2

- Coordinate the removal of household hazardous waste (HHW) from the ROW.
- Coordinate derelict vehicle removal and abandoned vehicle removal.
- Remove animal carcasses from areas designated by the City.
- Build relationships with City officials to have an active voice in the debris operations.
- Develop, test, and implement debris operations plans. Take into account worker safety and health and potential employee unavailability or attrition due to a disaster.
- Educate and train employees to implement debris operations plans.
- Ensure contracts comply with state and/or federal procurement requirements.
- Communicate status of operations and supply chains as well as challenges and time lines to local officials.
- Research available funding sources and types of funding for debris operations.
- Know, understand, and comply with federal regulations for disaster assistance programs.

2.9.2 Debris Monitor Firm

- Perform truck certifications.
- Conduct DMS monitoring.
- Conduct ROW collection monitoring.
- Conduct disposal site monitoring.
- Support monitoring and documentation of hazardous tree removal and specialized debris removal programs such as waterways debris removal and private property debris removal.

2.10 Nonprofit Organizations

- Assist residents unable to bring debris to the ROW.
- Assist the City in communicating instructions to populations with communication barriers.

Section 3

DEBRIS COLLECTION AND REMOVAL PLAN

This section provides guidance required for all phases of a debris-generating incident. For the purposes of this plan, four phases are discussed: Normal Operations, Pre-Incident Preparation, Post-Incident Response, and Post-Incident Recovery.

3.1 Normal Operations

Normal Operations is the period of time when the City is not in any serious threat of a disaster incident. Severe weather can occur at any time but are most likely to take place throughout the spring and summer months in the southern portions of the United States. However, the City's geographic location is in an area of the country where severe storms, tornadoes and flooding can occur any time during the year, so it is imperative to maintain a constant state of preparedness throughout Normal Operations by reviewing and updating the plan annually.

The Normal Operations phase is the ideal time for the City to establish and/or review pre-positioned contracts with its monitoring firm and debris removal contractor(s) and review current local ordinances and their historical impact on debris removal operations. The Normal Operations period is also the ideal time for the Solid Waste Department and Emergency Management to re-evaluate the roles and responsibilities of each department and other involved outside agencies. The purpose of this evaluation is to ensure that all impacted departments and external agencies maintain the capacity to fulfill their obligations in a timely and effective manner should a disaster strike the cities. Once roles and responsibilities have been re-evaluated, a review and update of the plan should be conducted annually prior to severe weather season. Also, prior to hurricane season, a pre-season kickoff meeting should be held between the City and the pre-positioned monitoring firm and debris removal contractors. The Normal Operations Checklist is also provided in **Appendix B**.

3.1.1 Normal Operations Checklist

- Update contact lists.
- Evaluate DMS locations.
- Review road list and road maps.
- Establish and maintain pre-positioned contracts.
- Review FEMA guidance.

Update Contact Lists

Contact lists for staff should be updated periodically to reflect changes in personnel or contact information.

Section 3

Evaluate DMS Locations

Locations identified to serve as DMS following a debris-generating incident should be re-evaluated annually to ensure they remain viable candidates for DMS operations. Likewise, additional DMS locations may be identified as the development and landscape of the City progresses over time. The City can obtain pre-approval for DMS through the TCEQ; however, the City must still submit a Request for Approval of Temporary Debris Management Site form to the TCEQ regional office for each site they plan to operate as a DMS prior to conducting DMS operations.

Review Road List and Road Maps

Changes or updates relating to road segments and applicable maintenance responsibility among local, state, and federal agencies are critical for reimbursement through the PA Grant Program and the Federal Highway Administration-Emergency Relief (FHWA-ER) Program.⁷ It is critical that the City review and update road lists and maps annually. Updated and accurate road lists and maps will assist in documenting debris removal operations and thereby assist the City during the reimbursement process.

Establish and Maintain Pre-Positioned Contracts

During times of normalcy, the City should establish, and maintain pre-positioned contracts for debris monitoring and debris removal services. The procurement of such services should be compliant with each the City's procurement practices and the procurement competition requirements specified in the Code of Federal Regulations – Title 44 Emergency Management and Assistance (44 CFR) Part 13.36. For additional guidelines regarding contracting, see Appendix C. In addition, a checklist to aid in selecting contractors can be found in Appendix D.

A requirement of the FEMA Alternative Procedures Pilot Program for Debris Removal is for recipients to have pre-qualified debris removal contractors and documentation demonstrating how the contractors were selected. Under the program, FEMA will provide a one-time incentive of a two (2) percent cost share adjustment applied to debris removal work completed within 90 days if the City has a FEMA accepted debris management plan as well as have at least one (1) or more pre-qualified debris removal contractors.⁸ See Appendix E for a list of debris removal contractors that may be pre-positioned by the City.

Appendix F consists of a sample scope of work to aid in the evaluation and selection of debris removal contractors.

Review FEMA Guidance

Rules and regulations dictating operational procedures change periodically, the information in the plan should be updated annually to reflect such changes.

⁷ FHWA Special Federal Aid Funding, <https://www.fhwa.dot.gov/programadmin/erelief.cfm>

⁸ FEMA Alternative Procedures, <https://www.fema.gov/alternative-procedures>

3.2 Pre-Incident Preparation

The City should begin pre-incident preparations when a potential debris-generating hazard is moving toward the City. However, because of the relatively short notice that most incidents provide the opportunity to make pre-incident preparations can be limited. If it is feasible to employ pre-incident preparations, key City personnel, and representatives of involved outside agencies, as well as their staffs, should be put on alert and maintain awareness that they may be required to work extended hours in adverse conditions.

The availability of pre-selected/pre-approved DMS locations will be evaluated by the Solid Waste Department. An analysis of the designated DMS location for the City can be found in Appendix L. A sample memorandum of understanding for establishing an agreement with a private owner for use of their land as a DMS can be found in Appendix M. Alternate locations may be considered if the pre-approved site is not available. City representatives should place the pre-positioned monitoring firm and debris removal contractors on stand-by.

City representatives should be familiar with 2 CFR Super Circular as part of the federal contracting requirements to receive federal awards: <https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>.

3.2.1 Pre-Incident Checklist

- Download most recent road list and relevant documents to a portable storage device.
- Alert key personnel and place monitoring firm and debris removal contractors on stand-by.
- Review plan with key personnel.
- Issue pre-incident media press releases.

The checklist performed during pre-incident preparation is critical in assembling a coordinated response. The checklist is a valuable tool to ensure that proper steps are taken in a time of extreme duress. The Pre-Incident Checklist is also provided in Appendix B.

Download Most Recent Road List and Relevant Documents to a Portable Storage Device

The Solid Waste Department will acquire and download to a portable storage device the most recent street list and maps of the City prior to the debris-generating incident. Many of the computers and servers that store this information may be unavailable immediately following an incident. Having this information on-hand ensures that debris collection operates properly and commences in a timely manner. It is critical that the City provide updates of the road list to the monitoring firm as they become available.

Copies of the portable storage device should be stored with the Solid Waste Department in a safe location outside the projected path of the debris-generating incident.

Section 3

Alert Key Personnel and Place Monitoring Firm and Debris Removal Contractors on Stand-By

Prior to a debris-generating incident, Solid Waste Management, in coordination with Emergency Management, should contact key City personnel to inform them of information needed to begin the response and recovery process.

The debris monitoring firm and debris removal contractors should be put on alert that their contracts may be activated. (See Appendix E for contact information.) Discussions with the monitoring firm and debris removal contractors should address the following key issues:

- Availability and amount of assets that will be dedicated to debris removal operations;
- Estimated time of mobilization;
- Exchange of mobile contact information; and
- Identification of staging area(s) for truck certification.

Review Plan with Key Personnel

Once an initial meeting is scheduled with key contacts, City staff with a role in debris management, the monitoring firm, and debris removal contractors should review the DDMP. During the initial meeting, the Health and Safety Strategy located in Appendix G of this plan should also be reviewed by the City and modified/appended as necessary.

3.2.2 Public Information Pre-Incident

The Debris Manager, as assigned by the City, and the Public Information Officer through the EOC will disseminate a message preparing residents for the potential debris removal operation. The message should assure the public that the City is prepared and has a plan in place to immediately respond to an incident. The message should also include information on City office closure times/dates (this should include information regarding garbage collection and City facilities). In addition, the City should provide information on proper set-out procedures and estimates on when the cleanup process will begin. A draft message for this scenario is included in Appendix H.

3.3 Post-Incident Response

Immediately following the incident, roadways must be cleared of scattered debris, leaning trees, and other obstructions in roadways for emergency response vehicles. This specific operation is reimbursable by FEMA on a time and materials basis. It is critical that all types of equipment and the amount of time the equipment is used are documented with detail and accuracy. (Please note that the reimbursement criteria and duration for time and materials work is subject to change following a disaster.)

During this phase, the City will initiate emergency road clearance activities. If necessary, the City may request additional resources for emergency road clearance operations from the debris removal contractor. Road clearance priorities are pre-established to allow access to critical public facilities such as: fire stations, police stations, hospitals, shelters, emergency supply centers, and other

critical facilities. Concurrent to emergency push operations, the City's debris removal contractors should perform necessary preparation work to open the DMS location.

3.3.1 Emergency Road Clearance Priorities

Certain roads will require priority for emergency road clearance operations. Priority roads are deemed as such based on many considerations including size, proximity to adjacent citizen populations, Police and Fire Department locations, and ingress/egress capabilities for the community. The list of priority roads is within Appendix I.

3.4 Post-Incident Response Checklist

The following Response Checklist is critical in assembling a coordinated response. The checklist is a valuable tool to ensure that proper steps are taken in a time of extreme duress. The Response Checklist is also provided in Appendix B.

- Conduct damage assessment.
- Establish a DMOC.
- Activate monitoring firm and debris removal contractors.
- Begin emergency roadway debris clearance.
- Begin truck certification.
- Prepare DMS based on concentration of debris.
- Conduct meetings/briefings with key personnel.
- Review debris volume and collection cost assessment.
- Request contact information and meeting with FEMA Public Assistance Program Delivery Manager (PAPDM).
- Issue media press release.

3.4.1 Conduct Damage Assessment

Damage assessments are necessary to determine the extent and the location of the debris. Windshield surveys of affected cities should be taken and used to communicate critically damaged areas to the EOC. If possible, additional aerial surveys should be conducted by helicopter or drone to obtain an aerial view of damaged areas within the cities. Often, aerial surveys are available through debris removal contractors independently surveying affected areas to determine asset levels and configuration.

3.4.2 Establish a Debris Management Operations Center

To effectively manage debris operations, a DMOC may be established by the Debris Manager. From the DMOC, key strategies and functions of debris management operations will be coordinated in collaboration with other City departments with a role in debris management as well

Section 3

as the debris monitor and debris hauler. In addition, the DMOC will also be the hub for information regarding the status of debris management operations with information flowing in from field operations staff, processed in the DMOC, and then used to provide situational awareness regarding debris management operations to the EOC. The Solid Waste Department will provide the necessary staffing to operate the DMOC with support from other City departments as needed. A City staff member will be selected by the City to serve as the Debris Manager to lead City debris operations and direct DMOC activities. The responsibilities of the Debris Manager are listed in Section 2.3.1 of this plan.

3.4.3 Activate Monitoring Firm and Debris Removal Contractors

The Debris Manager, working in coordination with Emergency Management, will utilize the damage assessments to determine whether to activate the monitoring firm and debris removal contractors. Once the monitoring firm and debris removal contractors are activated, the contractor should review an updated street list (Appendix I), debris collection zone map (Appendix J), and the Health and Safety Strategy (Appendix G). The monitoring firm and debris removal contractors should begin logistical coordination and equipment ramp-up immediately upon receiving a Notice to Proceed.

Monitoring Function

Upon activation, the monitoring firm deploys staff to support truck certification, collection, and Disposal Monitoring functions. The monitoring firm will orient employees with operational procedures and refresh staff with the field training program on current debris removal eligibility, FEMA requirements, City debris removal contract requirements, and safety procedures. Collection monitors must carefully document debris collection information to demonstrate eligibility and ensure proper debris removal contractor payments and FEMA reimbursement. The documentation should include:

- Recipient name
- Location of debris, including full address and zone
- Time and date of collection
- Name of contractor
- Name and unique employee monitor number
- Truck certification number
- Truck capacity (disposal site monitor will fill out load call [percentage] information)
- Debris classification
- Disaster declaration number

Debris Removal Contractor Function

Upon activation, the debris removal contractor mobilizes staff and equipment to the incident location. Equipment will be certified as required by the monitoring firm. With regard to DMS locations, site preparation, including logistical setup and tower construction, will begin. The

contractor will orient subcontractors with operational procedures and refresh staff with current debris removal eligibility, FEMA requirements, City debris removal contract requirements, and safety procedures.

3.4.4 Begin Emergency Roadway Debris Clearance

The City will commence with road clearance or “cut and toss” activities. These operations should first focus on major arteries leading to storm shelters, hospitals, fire stations, police stations, supply points, and other critical locations throughout the City. A list of priority facilities and roads for the City can be found in Appendix I.

3.4.5 Begin Truck Certification

Truck certification is the most important function in initiating a debris removal operation. Accuracy and documentation of all measurements is critical. All debris removal trucks hauling debris under volumetric contracts with the City must have their capacity and dimensions measured, photographed, and documented on a truck certification form. See Appendix K. Each debris removal truck will be assigned a unique number for debris tracking and invoice reconciliation purposes. Truck certifications should contain:

- Unique truck number
- Driver name
- Driver phone number
- License number, state issued, and expiration
- Tag number, state issued, and expiration
- Vehicle measurements
- Pictures of the vehicle

3.4.6 Prepare Debris Management Sites Based on Concentration of Debris

The Debris Manager, the monitoring firm, and debris removal contractors will meet to discuss the opening and operation of pre-identified DMS locations. Before DMS preparation begins, the City will obtain DMS approval from TCEQ. The following items should be taken into consideration when opening and operating DMS:

Qualification Criteria

- Current availability
- Duration of availability
- Ingress/egress
- Concentration of debris relative to each site
- Geographic location within the City

Section 3

An analysis of the DMS location for the City is located in Appendix L of this plan.

Reduction Method

- **Incineration** – The burning of vegetative debris in an air-curtain incinerator requires approval from the Fire Department and the TCEQ due to air quality concerns. The burning of vegetative debris typically results in a reduction ratio of 20:1. The leftover ash may be hauled to a final disposal facility or be incorporated in a land application.
- **Chipping and Grinding** – Using this method, vegetative debris is chipped or ground and typically results in a reduction ratio of 4:1. The leftover mulch is either hauled to a final disposal facility or recycled.
- **Crushing** – The crushing of vegetative debris is the least effective reduction method and results in a reduction ratio of 2:1. Crushing is an appropriate reduction method for C&D debris that cannot be recycled.

Recycling of Debris

Common recyclable materials that are a result of a debris-generating incident include wood waste, metals, and concrete. The following are potential uses for each of the materials:

- **Wood Waste** – Vegetative debris that is reduced through chipping or grinding results in leftover mulch. The remaining mulch can be used for agricultural purposes or fuel for industrial heating. For the mulch to be viable in agricultural purposes the end user typically has a size requirement and requests mulch is as clean as possible of plastics and dirt.
- **Metals** – Metal debris such as white goods, aluminum screened porches, etc. that may result from a debris-generating incident can be recycled. Certain metals such as aluminum and copper are highly valuable to scrap metal dealers.
- **Concrete** – Concrete, asphalt, and other masonry products that may become debris as a result of a debris-generating incident can be crushed and potentially used for road construction projects or as trench backfill.

There is a multitude of information available regarding the recycling and selling of solid waste debris. An example of such resource is the Southern Waste Information eXchange, Inc. website (<http://www.wastexchange.org>), which is a nonprofit clearinghouse with information regarding the recycling of solid waste. Appendix E contains a list of possible end users for recyclable debris.

DMS Preparation

After a review of the availability and suitability of DMS, the debris removal contractor can begin site preparation. As part of the preparation, baseline data should be gathered from the site to document the state of the land before debris is deposited. The following action items are recommended to compile baseline information:

- **Photograph the Site** – Digital photos should be taken to capture the state of the site before debris reduction activities begin. Photos should be updated periodically throughout the project to document the progression of the site.

DEBRIS COLLECTION AND REMOVAL PLAN

- **Record Physical Features** – Records should be kept detailing the physical layout and features of the site. Items such as existing structures, fences, landscaping, etc., should be documented in detail.
- **Historical Evaluation** – The past use of the site area should be researched and documented. Issues relating to historical or archeological significance of the site should be cleared with the state historical preservation agency.
- **Sample Soil and Water** – If possible and deemed necessary, soil, and groundwater samples will be taken before debris reduction activities commence. Samples will help ensure the site is returned to its original state. Typically, soil and groundwater samples should be analyzed for total Resource Conservation and Recovery Act (RCRA) metals, volatile organic compounds, and semi-volatile organic compounds using approved Environmental Protection Agency (EPA) methods.

The Debris Manager and monitoring firm will oversee the debris removal contractor's activities to ensure that they follow their contractual obligations, environmental standards, and act in the best interest of the City and its residents. TCEQ will be contacted to provide final approval under an emergency declaration for the DMS locations.

Disposal Monitoring

The primary function of the monitoring firm with regard to disposal monitoring is to document the disposal of disaster debris at approved DMS and final disposal locations. Disposal Monitors perform quality assurance/quality control (QA/QC) checks on all load tickets and haul-out tickets to ensure that information captured by collection monitors is complete. This QA/QC includes but is not limited to:

- Inspection of truck placards for authenticity and signs of tampering;
- Verification that placard information is documented properly; and
- Verification that all required fields on the load ticket have been completed.

Afterwards, the Disposal Monitor will document the amount of debris collected by making a judgment call on vehicle fullness (typically on a percentage basis). The percentage documented for each debris removal vehicle is later applied to the calculated cubic yard capacity of the vehicle to determine the amount of debris collected. The disposal monitor's responsibilities include but are not limited to:

- Completing and physically controlling load tickets;
- Ensuring debris removal trucks are accurately credited for their loads;
- Ensuring trucks are not artificially loaded;
- Ensuring hazardous waste is not mixed in with loads;
- Ensuring all debris is removed from the debris removal trucks before exiting the DMS or final disposal site; and
- Ensuring only debris specified within the City's scope of work is collected.

Section 3

In addition to the responsibilities listed above, final disposal site monitors are also tasked with the following:

- Ensuring all debris is disposed at a properly permitted landfill; and
- Matching landfill receipts and/or scale house records to haul-out tickets.

3.4.7 Conduct Meetings/Briefings with Key Personnel

Coordination meetings and briefings with key personnel should be conducted to update the status of the road clearance efforts, DMS openings, contractor asset ramp-up, and pertinent public information for press releases.

Daily meetings should be held each morning and include key personnel from the City, monitoring firm, and debris removal contractors. The purpose of daily meetings is to focus on daily objectives and include a discussion of operational progress, safety, and best practices moving forward. During the meeting, the City will also review real time statistics and completion maps that reflect operations through the end of the previous day.

3.4.8 Review Debris Volume and Collection Cost Assessment

The City's Debris Manager, monitoring firm, and debris removal contractors will meet to review the debris volume and collection cost assessment. The topics of discussion in this meeting may include but are not limited to:

- Amount of debris generated (total CYs);
- Type of debris generated (vegetative, C&D or other miscellaneous debris);
- Number and estimated date of arrival for assets (trucks, loaders, monitoring personnel);
- Estimated number of DMS locations necessary;
- Preliminary scope of debris removal efforts; and
- Estimated cost of the debris removal efforts.

Following this meeting, the City, and/or monitoring firm will begin to collect required documentation for the development of FEMA PWs.

3.4.9 Request Contact Information and Meeting with the FEMA PAPDM

Emergency Management should immediately request, through TDEM, a meeting with the designated FEMA PAPDM for the disaster. During this meeting, the City will:

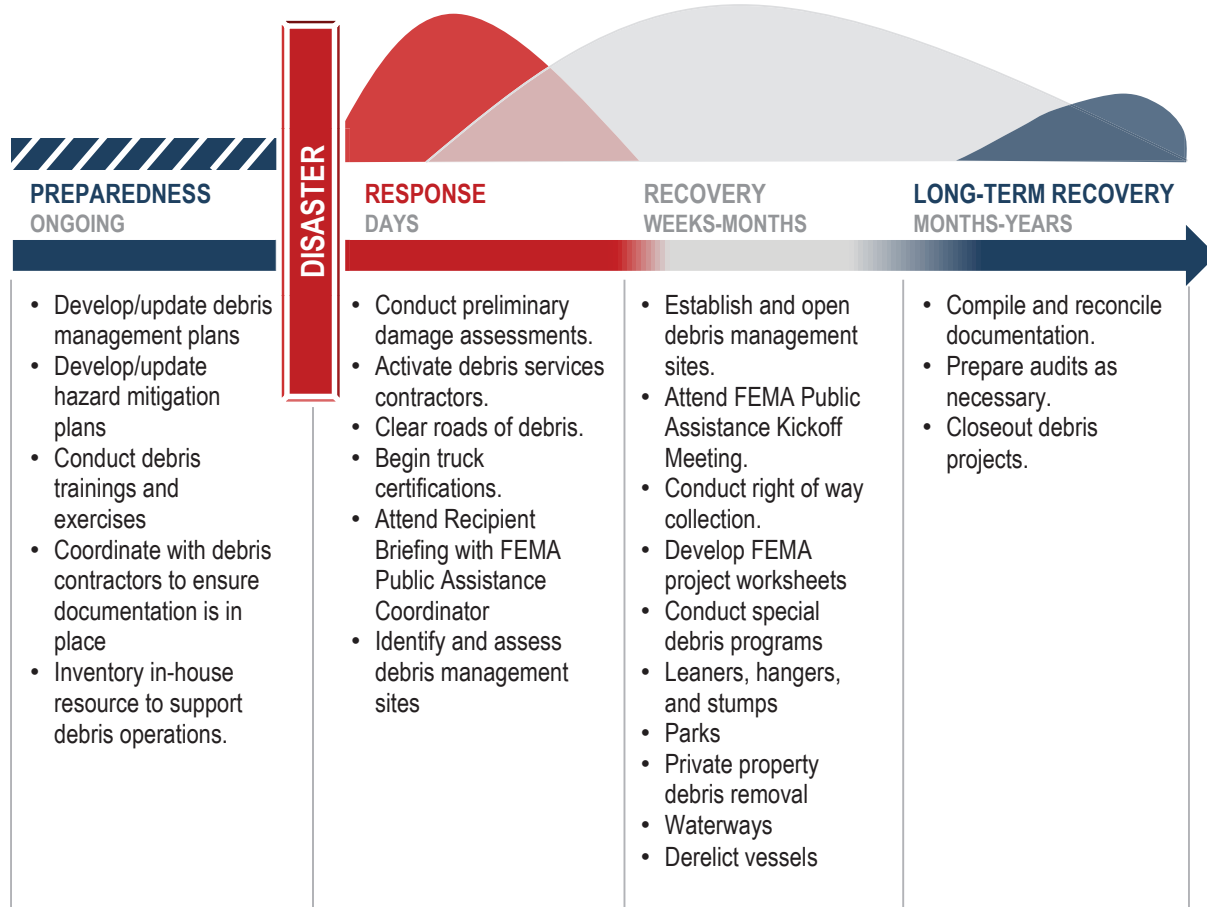
- Summarize the City's debris removal operations to date;
- Review debris and cost estimates for the City;
- Review any Disaster-Specific Guidance (DSG) documents issued by FEMA;
- Examine the City's debris removal plan;

- Provide contact information for all monitoring firm and debris removal contractors and key personnel; and
- Determine additional information the PAPDM will need to generate PWs for the City. In order for FEMA to generate a Category A, debris removal, and debris monitoring PW, it will require the following information:
 - Copy of the debris removal contractor contract(s);
 - Copy of the debris monitoring firm contract(s);
 - Information on the procurement process of the debris removal and monitoring contracts;
 - Address (if available) and global positioning system (GPS) coordinates for all DMS;
 - Debris volume and costs estimates (using USACE model and damage assessment reports);
 - Monitoring cost estimate (based on budgeted labor hours); and
 - Brief debris removal plan overview.

3.4.10 Public Information Post-Incident

A press release will be issued to various media sources and posted to the cities websites as well as the City's social media sites within the first 3 days following the debris-generating incident. The content of the press release will be to reassure and comfort the public that the cities are responding to the incident and has activated their monitoring firms and debris removal contractors to begin debris removal activities. Sample press releases are located in Appendix H.

Figure 3-1: Disaster Recovery Timeline



3.5 Post-Incident Recovery

For the purpose of debris management, the post-incident recovery phase is marked by the debris removal contractor collecting and reducing debris from the public ROW.

Concurrent to the commencement of ROW debris removal operations, the City should evaluate the need for contract debris removal on private property, parks, and waterways. As noted in the Disaster Recovery Timeline (Figure 3-1), these specialized debris removal operations typically do not begin until roughly 30–60 days following a debris-generating incident. Specialized debris removal operations are often governed by DSGs and require some level of FEMA pre-validation. However, if the City determines that there is an immediate and imminent threat to public health and safety, these programs can be expedited.

The following Recovery Checklists are critical in expediting and ensuring proper steps are taken during the debris removal process. The Post-Incident Recovery Checklists are also included in Appendix B. The Post-Incident Recovery Checklists are subdivided into the following time periods:

- 2 Days – 2 Weeks
- 2 Weeks – 1 Month
- 1 Month – 3 Months
- 3 Months – Project Completion

3.5.1 Post-Incident Recovery Checklist: 2 Days – 2 Weeks

- Open DMS.
- Prioritize roads/areas.
- Issue press release regarding segregation of debris.
- Begin ROW debris removal.
- Perform parks damage assessment.
- Begin environmental monitoring program of DMS.
- Coordinate with external agencies.
- Initiate discussions with FEMA.
- Obtain FEMA guidance for gated community and private property debris removal.

Open Debris Management Sites

DMS will begin operations. Monitoring towers will be located at the ingress and egress of the DMS. Monitoring towers will be high enough so that tower monitors can verify the contents of the debris removal trucks.

Section 3

Prioritize Roads/Areas

After reviewing damage assessments and the concentration of debris within the cities, areas that sustained more extensive damage may need to be prioritized, subdivided into smaller work zones and recorded in the City's GIS data.

Issue Press Release Regarding Segregation of Debris

Issue second press release regarding segregation of vegetative, C&D and HHW.

Begin ROW Debris Removal

The City will direct the debris removal contractors to proceed with curbside collection. Curbside collection entails residents piling their disaster-related debris along the ROW. It is critical that residents segregate their debris in categories such as vegetative, C&D, HHW, and white goods. This will help prevent the contamination of debris loads and expedite the cleanup process. To assist the City in an "all-hazards approach" to debris removal efforts, the processes for HHW, and white goods debris removal are outlined below.

HHW Debris Removal

HHW includes gasoline cans, aerosol spray cans, paint, lawn chemicals, batteries, fire extinguishers, fluorescent lamps, household electronics, etc.

HHW removal is eligible for FEMA reimbursement if the debris is a result of the debris-generating incident and removed from publicly maintained property and roadways whose maintenance is the responsibility of the cities. HHW should be collected separately and disposed of or recycled at a properly permitted facility. Collection of HHW can be conducted internally or contracted out on a unit rate basis. The City will take the following actions regarding HHW removal:

- Communicate to City residents the eligibility of HHW following an incident. It is important that residents separate HHW from other debris, such as vegetative, C&D, etc., to ensure that HHW does not enter the debris stream at DMS locations.
- Decide whether to establish HHW drop-off sites to augment or replace HHW curbside collection. This helps ensure that HHW is properly disposed. Measures should still be taken jointly by the debris removal contractor and the monitoring firm to identify, segregate, and dispose of intermingled HHW at DMS locations.
- Interface with the TCEQ. Describe the HHW collection program and permitted facilities to be used for disposal or recycling.

White Goods Debris Removal

White goods include refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, etc.

White goods debris removal is eligible for FEMA reimbursement if the debris is a result of the debris-generating incident and removed from publicly maintained property and roadways whose maintenance is the responsibility of the cities. White goods debris that contains ozone-depleting refrigerants, mercury, or compressor oils need to have such materials removed by a certified technician before recycling. All state and federal laws should be followed regarding the final

DEBRIS COLLECTION AND REMOVAL PLAN

disposal of removed refrigerants, mercury, or compressor oils. Collection of white goods can be conducted internally or contracted out on a unit rate basis. The City will take the following actions regarding white goods removal:

- Communicate the eligibility of white goods to residents following an incident. It is important that residents separate white goods from other debris to ensure that white goods are not mixed with C&D or vegetative debris during collection.
- Interface with TCEQ. Describe the white goods collection program and permitted facilities to be used for disposal of recovered refrigerants, mercury, or compressor oils. Identify the processes to be used in processes white goods.

Vegetative Debris

Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, the collection of vegetative debris may require the use of flatbed trucks, dump trucks, and grapple loaders.

Most vegetative debris consist of large piles of tree limbs and branches that are piled on the public ROW by the residents. The cities will determine the number of times debris is collected before normal collection activities are resumed. Each city will consult with FEMA regarding the number of passes that may be required to complete disaster debris removal.

Vegetative debris is bulky and consumes a significant volume of landfill space if buried. To minimize the use of landfill space, it is prudent to reduce the volume of vegetative debris before burying. Vegetative debris may be reduced by as much as 75 percent of its volume by mulching or grinding and as much as 90 percent of its volume through burning.

A hazardous tree or stump may be collected individually, while downed, or fallen debris is collected from rights-of-way or at a designated collection center. Tree and stump collection prices are typically based on the size of the tree or stump and charged by unit. Other fallen or downed material is usually billed by weight (tons) or volume (CYs).

Load Tickets

For the debris categories outlined above, pre-printed load tickets will be used as reimbursement documentation for the City. An example of a load ticket is located in Appendix K, Field Documents. The top portion of the ticket will be filled out by the collection monitor at the beginning of each load. The address field will be completed when the debris removal contractor has completed work. The collection monitor will also ensure the debris removal contractor is working within the scope of the contract with the City. The load ticket will then be given to the debris removal vehicle driver to turn in to the Disposal Monitor upon arrival at the DMS or final disposal site. The Disposal Monitor will complete the remaining portion of the load ticket. Load tickets may also be processed through electronic automated systems. The Disposal Monitor documents the amount of debris collected by making a judgment call reflecting the vehicle's fullness (typically on a percentage basis). The percentage documented for each debris removal vehicle is later applied to the calculated cubic yard capacity of the vehicle to determine the amount of debris collected. The load ticket process may also be automated using an Automated Debris Management System (ADMS). Many monitoring firms use ADMS in their standard operations.

Section 3

Perform Parks Damage Assessment

The Parks and Recreation Departments and monitoring firm must identify vegetative hazards that require removal within City parks. Current eligibility criteria include:

- Leaning trees 2 feet in diameter or greater;
- Hanging limbs 2 inches in diameter or greater; and
- Uprooted stumps 2 feet in diameter or greater.

From a FEMA reimbursement perspective, eligibility criteria for cut-work are extremely sensitive to the size and scale of the disaster. When surveying damages, it is extremely important for the cities and their monitoring firms and debris removal contractors to be fully cognizant of all DSG.

Begin Environmental Monitoring Program of DMS

Throughout the duration of the project, data should be collected for use in the remediation and close-out of the DMS. Collected data should be compared to previous data to establish any remediation actions necessary to return the site to its original state. The following items should be included in an environmental monitoring program:

- **Sketches of Site Operations** – During the course of the project, operations at the DMS may expand, condense, or shift. Changes to the site should be documented along with the locations of debris reduction activity. The sketches and documentation will assist in determining areas of concern that may need additional sampling and testing during site closure.
- **Documentation of Issues at the Site** – Meticulous records should be kept documenting issues such as petroleum spills, hydraulic spills, or the discovery of HHW within debris at the site. This documentation will assist in the remediation of the site.

Coordinate with External Agencies

The City will coordinate with Texas Department of Transportation (TxDOT), Hidalgo County, and other relevant agencies to ensure all City road segments are moving forward with debris removal operations. TxDOT is responsible for emergency road clearing activities and first pass debris removal on all state and federal roads within the City.

Initiate Discussions with FEMA

It is critical that the Debris Manager and the monitoring firm clearly communicate debris removal plans and operations with FEMA. Clear communication fosters a coordinated effort that enhances the transparency of the operation for auditors and ensures maximum FEMA reimbursement.

Obtain FEMA Guidance for Gated Community and Private Property Debris Removal

Eligibility of gated community and private property debris removal will be determined by FEMA on a case-by-case basis following an incident. Typically, the debris and devastation must be so widespread that debris removal from private property is a “public interest.” Under current PA Program guidelines, the City must show that the private property debris constitutes an immediate threat to life, public health, or safety, or to the economic recovery of the community at large.

DEBRIS COLLECTION AND REMOVAL PLAN

In order for private property debris removal to be eligible for reimbursement the City must submit a written request to the FEMA Program Delivery Manager (PDMG) before private property debris removal operations begin. The request will include the following information:

- **Immediate Threat Determination** – The City must provide documentation from the Texas DSHS, Hidalgo County Health & Human Services or equivalent public health authority that debris on private property is a threat to public health and safety.
- **Documentation of Legal Responsibility** – The City must demonstrate that it has the legal authority to enter private property and gated communities and accepts the responsibility to abate all hazards, regardless of whether, or not a federal disaster declaration is made.
- **Indemnification** – The Recipient must indemnify the Federal Government and its employees, agents, and contractors from any claims arising from the removal of debris from private property.

If private property debris removal is authorized and considered for the City, the following documentation will be required by FEMA:

- **Right-of-Entry and Hold Harmless Agreements** – The City will execute signed ROE and Hold Harmless Agreements (HHA) documents with private property owners holding the federal government harmless from any damages caused to private property. A sample ROE/HHA agreement is included in Appendix N. The City may execute ROE and HHA forms prior to a disaster under the condition that the ROE and HHA form do not reference a particular incident or disaster number. The sample ROE/HHA provides a stipulation that the property owner will report to the City any insurance settlements paid to the property owner for debris removal on the property that has been performed at government expense. This will aid the City in recouping the costs of debris removal from private property.
- **Photos** – It is in the interest of the City to photograph conditions of private property before and after debris removal is completed. The photos will assist in the verification of address and scope of work on the property.
- **Private Property Debris Removal Assessment** – The assessment will be a property-specific form to establish the scope of eligible work on the property. The assessment can be in the form of a map or work order as long as the scope of work can be clearly identified.
- **Documentation of Environmental and Historic Review** – Debris removal efforts on private property must comply with all review requirements under 44 CFR (specifically parts 9, Floodplain Management and Protection of Wetlands, and 10, Environmental Considerations).

3.6 Post-Incident Recovery Checklist: 2 Weeks – 1 Month

- Maintain and evaluate ROW cleanup.
- Begin ROW stump removal as necessary.
- Open additional DMS as necessary.
- Continue daily meetings with FEMA.
- Begin debris removal from private property and gated communities.

Section 3

- Communicate project close-out to residents via press release.

3.6.1 Maintain and Evaluate ROW Cleanup

Information on debris collection (vegetative, C&D, white goods, HHW, etc.) and completion progress will be documented by the monitoring firm and provided to the City on a daily basis. To ensure proper record keeping and reimbursement from all appropriate agencies, it is important for the cities to announce the completion of first pass.

3.6.2 Begin ROW Stump Removal as Necessary

Following initial ROW debris removal efforts, the City and monitoring firm may determine a significant threat remains to the public in the form of hazardous stumps along the ROW. Before ROW stump removal operations commence all applicable DSG criteria or FEMA Publication 104-009-2 for eligibility should be reviewed. FEMA's Recovery Policy for Hazardous Stump Extraction and Removal Eligibility is included in Appendix O. Also, as of the publication of this plan, FEMA Publication 104-009-2 defines a stump as hazardous if all of the following criteria are met:

- The stump has 50 percent or more of the root-ball exposed;
- The stump is greater than 2 feet or larger in diameter when measured 2 feet from the ground;
- The stump is located on a public ROW; and
- The stump poses an immediate threat to public health and safety.

3.6.3 Open Additional Debris Management Sites as Necessary

If the initial DMS are approaching maximum capacity, additional DMS may need to be prepared. The same procedures taken to open and monitor the initial DMS should be applied to any additional DMS the City may utilize.

3.6.4 Continue Daily Meetings with FEMA

It is critical that the City maintains strong communication with the assigned FEMA representatives. The daily meetings help to ensure maximum coordination and assist to expedite resolving any operational problems that may occur.

3.6.5 Begin Debris Removal from Private Property and Gated Communities

If approved, debris removal from private property and gated communities should begin.

3.6.6 Public Information Post-Incident Recovery

The project close-out press release should focus on clarifying any ineligible debris confusion and communicating a debris set-out deadline to minimize illegal dumping. Protocol for leaners/hangers

and private property/gated community debris removal programs, if applicable, should be communicated at this time. Depending on the severity of the debris-generating incident, project close-out may be further away.

3.7 Post-Incident Recovery Checklist: 1 Month – 3 Months

- Maintain and evaluate ROW cleanup – vegetative and C&D.
- Begin ROW leaners/hangers program.
- Initiate haul-out.
- Progress to weekly meetings with the FEMA.

3.7.1 Maintain and Evaluate ROW Cleanup – Vegetative and C&D

Information on debris collection and completion progress will be documented by the monitoring firms and provided to the City on a daily basis. During this period, the City will announce the completion of the second pass and establish a deadline for residents to set out debris on the ROW, as well as a deadline for the City's debris removal contractor to complete third pass. In a smaller debris-generating incident, the second pass could be announced earlier.

3.7.2 Begin ROW Removal of Hazardous Limbs and Trees

A hazardous limbs and trees program should be initiated, if it is determined that a significant threat remains to the public in the form of leaning trees and hanging limbs along the ROW. To ensure maximum reimbursement, all threats must be identified and verified against DSG criteria for eligibility prior to the commencement of cut-work. It is important to note the City debris removal contractors may require lead time to transport specialty vehicles, equipment, and labor force to commence leaner/hanger work. Currently FEMA Publication 104-009-2 provides the following guidance on eligibility requirements for hazardous limbs, trees, and stumps.

Tree Removal – A damaged tree is considered hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

Broken Limb or Branch Removal – Broken limbs and branches are eligible for removal if they are 2 inches or larger in diameter (measured at the point of break) and pose an immediate threat. An example is a broken limb or branch hanging over improved property or public-use areas such as sidewalks, playgrounds, or trails. It is important to note that only the minimum cut necessary to remove the hazard is eligible for reimbursement. In addition, FEMA will not fund the removal of broken limbs or branches on private property unless the follow criteria are met:

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and

Section 3

- The Recipient removes the hazard from the public ROW (without entering private property).

Unit Rate Tickets

Unit rate tickets will be used as reimbursement documentation for the leaners/hangers program. An example of a unit rate ticket is located in Appendix K. To ensure maximum reimbursement, debris monitors will use GPS devices, as part of the ADMS equipment, to document the GPS coordinates of tree or hanger removals and take digital photos of the work done.

3.7.3 Initiate Haul-Out

At this point in the post-incident recovery process, reduced debris from DMS will be hauled to a final disposal site or recycled through one of the markets listed in Appendix E. Generally, for final disposal purposes, the most environmentally responsible, and cost-effective method is for the City to recycle reduced debris. Any remaining reduced debris that cannot be recycled should be disposed of at permitted landfills with consideration to the cost structure of associated tipping fees.

It is important that the City and monitoring firm ensure the debris removal contractor attains proper disposal tipping fee information. Appendix K contains a sample haul-out ticket that will be used by the monitoring firm as reimbursement documentation for the City.

3.7.4 Progress to Weekly Meetings with the FEMA

Although strong communication with assigned FEMA representatives is still important, at this point in the debris removal operation, meetings can move to a weekly timeframe. The weekly meetings will still be critical in ensuring maximum coordination.

3.8 Recovery Checklist: 3 Months – Project Completion

- Complete all debris recovery activities.
- Identify ineligible debris on ROW.
- Complete the disposal of reduced debris.
- Close-out and remediate DMS.
- Conduct project close-out meetings with FEMA and external agencies.

3.8.1 Complete all Debris Recovery Activities

The debris removal contractors will identify and remove all remaining eligible debris piles.

Identify Ineligible Debris on ROW

Once ineligible debris on the ROW is identified, the cities should proceed in one of two ways:

- Hold individual homeowners responsible for the disposal of ineligible debris.
- Utilize internal equipment for disposal of the ineligible debris.

- Task the debris removal contractor with the removal of ineligible debris and incur the associated cost. This debris should be hauled directly to a final disposal landfill or transfer station to reduce associated handling costs.

Complete the Disposal of Reduced Debris

Before project closure, remaining reduced debris at DMS should be recycled or hauled to a local landfill for final disposal. See Appendix E.

Close-Out and Remediate Debris Management Sites

TCEQ must be contacted before final closure of the DMS to ensure all required actions are taken. Generally, DMS locations must be returned to their original environmental state. Restoration of the DMS includes removing all remnants of operations and the remediation of any contamination that may have occurred during operations. A final sample of environmental data should be collected to ensure the site is returned to its original state. Final closure of the DMS will require written notice to TCEQ. The results of any required environmental samples should be included with the written notice.

Conduct Project Close-Out Meetings with FEMA and External Agencies

Prior to the project close-out meeting, the City will receive detailed data from the monitoring firm regarding their debris removal operations. The City in conjunction with the monitoring firm will compile all contractor invoices, contracts, and other documentation supporting debris removal operations in preparation of the project close-out meeting.

Section 4

ENVIRONMENTAL CONSIDERATIONS AND OTHER REGULATORY REQUIREMENTS

The information described in this section identify the regulatory requirements and guidance for local governments engaging in debris cleanup operations. The City should review the regulatory information on an annual basis not only to familiarize themselves with the governing statutes, but to also identify any changes to the regulations and guidelines. The City will coordinate with Hidalgo County, state, and federal officials to ensure compliance with environmental and other regulatory standards.

4.1 Federal Regulations and Guidance

4.1.1 National Environmental Policy Act (NEPA)

NEPA regulations can be found in CFR Parts 1500 – 1508. NEPA requires that FEMA consider the environmental impacts of proposed actions and reasonable alternatives to those actions. The U.S. Department of Homeland Security publishes NEPA requirements and provides a decision-making process that FEMA must follow to fund a project.

4.1.2 Resource Conservation and Recovery Act (RCRA)

RCRA governs the disposal of solid waste and hazardous waste. RCRA also provides planners with greater awareness of environmental considerations and regulations for dealing with disaster debris. Additional information about RCRA is at <http://www.epa.gov/rcra>.

4.1.3 National Historic Preservation Act (NHPA)

In conducting debris operations, the City must consider how such operations will affect historic properties. Historic properties include buildings or groups of buildings, structures, objects, landscapes, archeological sites as well as properties listed in or eligible for inclusion in the National Register of Historic Places. Section 106 of the NHPA requires FEMA to consider how a project might affect such properties.

4.1.4 Endangered Species Act

Projects must be examined to ensure they will not jeopardize the continued existence of any threatened or endangered species (listed species) and critical habitats. FEMA must consult with the U.S. Fish and Wildlife Service and the NOAA Fisheries to ensure the conservation of listed species.

4.1.5 Clean Water Act (CWA)

The Clean Water Act provides regulations for the discharges of pollutants in the waters of the United States. According to the CWA it is unlawful to discharge any pollutant from a specific

Section 4

source into navigable waters without the appropriate CWA permits from the U.S. Army Corps of Engineers or State Regulatory Agency.

4.1.6 Clean Air Act (CAA)

The CAA seeks to protect air quality through the reduction of smog and atmospheric pollution. Air compliance measures in debris management operations may include air monitoring and dust abatement.

4.1.7 National Emission Standard for Hazardous Air Pollutants (NESHAP)

Provides standards for demolition of structures containing asbestos as well as the disposal and reporting of asbestos. The Texas DSHS Asbestos Program is tasked with enforcing asbestos regulations in the State of Texas.

4.1.8 Executive Order 11990, Protection of Wetlands

Executive Order 11990, Protection of Wetlands, requires federal agencies to minimize or avoid activity that adversely affects wetlands and encourage the preservation and enhancement of the beneficial functions of wetlands.

4.1.9 Executive Order 12898, Environmental Justice

Executive Order 12898 requires federal agencies to identify and address any disproportionately high and adverse human health or environmental effects on minority and low-income populations as a result of their actions.

4.1.10 EPA Publication EPA A530-K-08-001, Planning for Natural Disaster Debris

The Planning for Natural Disaster Debris publication discusses management of debris from natural disasters such as hurricanes, earthquakes, tornadoes, floods, wildfires, and winter storms. The document is designed to assist planners in the beginning stages of the planning process or to help a planner revise an existing Debris Management Plan. It provides planners with greater awareness of environmental protectiveness when dealing with disaster debris.

Under the current federal system, FEMA coordinates response, and recovery efforts for all presidential declared disasters. FEMA provides guidance documents for local governments regarding disaster planning and response.

4.1.11 FEMA Publication FP 104-009-2 – PA Program and Policy Guide 2016

The Public Assistance Program and Policy Guide overviews FEMA PA Program protocols immediately following a disaster. The PA Program provides the basis for the federal/local cost-sharing program. This document describes entities eligible for reimbursement under the PA

ENVIRONMENTAL CONSIDERATIONS AND OTHER REGULATORY REQUIREMENTS

Program, documentation necessary to ensure reimbursement, and special considerations about which local governments should be aware to maximize eligible activities.

An electronic version of FEMA Publication 104-009-2 is available at <http://www.fema.gov/public-assistance-policy-and-guidance>

4.1.12 Disaster-Specific Guidance

DSG is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with its numerical identification.

These guidance documents typically relate to authorization of private property cleanup, cleanup of stumps and payment for that, or notification of large projects. Staff should be aware of any new DSG issued by FEMA following an event.

4.2 State of Texas Regulatory and Technical Assistance

4.2.1 Texas Solid Waste Disposal Act

Texas Health and Safety Code, Title 5, Subtitle B, Chapter 361

The Texas Solid Waste Disposal Act outlines state regulations regarding the management of solid waste including accounting for hazardous wastes that are generated.

4.2.2 Texas Commission on Environmental Quality (TCEQ)

The TCEQ issues emergency permits for debris incineration and advice and assistance for debris disposal. Assistance is also provided to local jurisdictions on the potential environmental impacts of debris removal and disposal operations.

4.2.3 Texas Department of State Health Services (DSHS)

DSHS provides assistance regarding health and safety issues in debris removal and disposal operations. The Asbestos Program under DSHS is tasked with enforcing asbestos regulations in the State of Texas.

4.2.4 Texas Historical Commission (THC)

The THC is responsible for review of any historical issues pursuant to Title 36 of the Code of Federal Regulations (36 CFR) Part 800.12. They also conduct a review of post-disaster DMS plan applications.

4.2.5 Texas Department of Transportation (TxDOT)

TxDOT is responsible for the design, construction, and maintenance of the State highway system. TxDOT acts as the lead agency for emergency roadway debris clearance, removal, and disposal efforts along state and federal highways.

4.2.6 Texas Animal Health Commission (TAHC)

The TAHC provides assistance to local jurisdictions regarding the disposition of dead animals following a disaster.

4.3 Other Relevant Regulations

The two primary directives developed by the federal government that provide for the authorization and use of federal funds to reimburse local governments for disaster-related expenses are the Robert T. Stafford Disaster Relief and Emergency Assistance Act, the CFR – Title 44 Emergency Management and Assistance, and the SRIA of 2013. A brief summary of these laws is provided below.

4.3.1 Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)

The Stafford Act provides the authorization for the PA Program. The fundamental provisions of the Stafford Act are as follows:

- Assigns FEMA the authority to administer federal disaster assistance;
- Defines the extent of coverage and eligibility criteria of the major disaster assistance programs;
- Authorizes grants to the states; and
- Defines the minimum federal cost-sharing levels.

4.3.2 Code of Federal Regulations (CFR): Title 44 – Emergency Management and Assistance

Procedural requirements for the PA Program operations are provided by 44 CFR. These regulations are designed to implement a statute based upon FEMA’s interpretation of the Stafford Act. They govern the PA Program and outline program procedures, eligibility, and funding.

4.3.3 Title 2 CFR Part 200

Title 2 CFR Part 200 establishes regulations regarding administrative requirements, cost principles, and audit requirements.

4.3.4 Sandy Recovery Improvement Act (SRIA) of 2013

The law authorizes changes to the way FEMA may deliver federal disaster assistance to survivors. Key provisions of SRIA are as follows:

- Provides substantially greater flexibility in use of federal funds and less administration burden if recipients accept grants based on fixed capped estimates, which may be provided by recipients' licensed engineer and validated by independent expert panel.
- Offers a package of cost share adjustments, reimbursement for force account, and retention of program from recycling to speed debris removal and encourage pre-disaster debris planning.
- Allows PA recipients for all disasters declared on or after October 30, 2012 an option to request binding arbitration for certain projects with an amount in dispute of over \$1 million after first appeal, instead of pursuing a second appeal under FEMA's PA Program.

Section 5

PLAN MAINTENANCE

For this plan to maintain viability, the plan will be updated annually, and personnel should be trained on the content prior to a disaster. Since FEMA updates debris operations program guidance throughout the year based on lessons learned from recent disasters, it is important to review the most recent guidance and incorporate those changes into the plan. This section explains the actions the City will take to ensure it is current and relevant.

5.1 Plan Review and Approval

The Solid Waste Department will conduct an annual review of the DDMP. The plan will be updated based on organizational changes, new policies and guidance, and lessons learned from actual debris incidents. Changes made to the plan will be noted on a plan changes log as needed.

5.2 Training for Personnel

Personnel must be trained to ensure they are prepared to fulfill their role in a debris-generating emergency. The City will institute the following training for personnel with responsibilities in debris management:

General

- Personnel will be trained in their specific roles and responsibilities.
- Personnel will be trained in the debris management incident command system to the appropriate level for their position.
- All personnel with debris management responsibilities will participate in a briefing on safety policies and procedures.
- Personnel with responsibility for preparing documentation for reimbursement will receive training on the FEMA PA Program.
- Personnel operating equipment will be trained to operate any equipment they are responsible for competently and safely.

Debris Managers

- Debris Managers should be trained in the regulatory requirements for debris operations including:
 - Health and safety
 - Environmental and historical preservation
 - Procurement
 - Federal disaster grant programs

Section 5

- Considerations for individuals with disabilities and access and functional needs
- Damage assessment for debris

Finance and Administration

- Finance and Administration staff will be trained in regulatory requirements for debris operations including:
 - Procurement
 - Federal disaster grant program
 - Documentation

5.3 Exercises

Exercises are essential to maintaining readiness and in determining the effectiveness of plans, personnel, and resources in responding to a debris-generating incident. Workshops and exercises will be conducted periodically to test the ability of the cities to coordinate resources for debris operations.

Following exercises, an after action report will be developed to document strengths and areas needing improvement. An improvement plan will be developed to list corrective actions, identify individuals or agencies responsible for completing the corrective actions, and establish a timeline for completion.

Section 6

ACRONYMS AND DEFINITIONS

44 CFR	Title 44 of the Code of Federal Regulations
ADMS	Automated Debris Management System
C&D Debris	Construction and Demolition Debris
CAA	Clean Air Act
CFR	Code of Federal Regulations
City	City of Edinburg, Texas
CWA	Clean Water Act
CY	Cubic Yards
DDC	Disaster District Committee
DDMP	Disaster Debris Management Plan
DMOC	Debris Management Operations Center
DMS	Debris Management Site
DSG	Disaster-Specific Guidance
DSHS	Texas Department of State Health Services
EF	Enhanced Fujita
EOC	Emergency Operations Center
EPA	Environmental Protection Agency
ER	Emergency Relief
EWP	Emergency Watershed Protection
FEMA	Federal Emergency Management Agency
FHWA-ER	Federal Highway Administration-Emergency Relief
GIS	Geographic Information Systems
GLO	Texas General Land Office
GPS	Global Positioning System
HAZMAT	Hazardous Materials
HHA	Hold Harmless Agreement
HHSC	Texas Health and Human Services Commission
HHW	Household Hazardous Waste
HUD	Housing and Urban Development
NEPA	National Environmental Policy Act

ACRONYMS AND DEFINITIONS

NESHAP	National Emission Standard for Hazardous Air Pollutant
NHPA	National Historic Preservation Act
NRCS	National Resource Conservation Service
NOAA	National Oceanic and Atmospheric Agency
PA	Public Assistance
PDMG	Public Assistance Program Delivery Manager
PW	Project Worksheets
PWERT	Public Works Emergency Response Team
QA/QC	Quality Assurance/Quality Control
RCRA	Resource Conservation and Recovery Act
ROE	Right-of-Entry
ROW	Right-of-Way
SRIA	Sandy Recovery Improvement Act
Stafford Act	Robert T. Stafford Disaster Relief and Emergency Assistance Act
STAR	State of Texas Assistance Request
State	The State of Texas
SWRCC	Southwest Regional Communications Center
TAHC	Texas Animal Health Commission
TCEQ	Texas Commission on Environmental Quality
TDEM	Texas Division of Emergency Management
THC	Texas Historical Commission
TxDOT	Texas Department of Transportation
USACE	United States Army Corps of Engineers

Recipient – State agency, local government, or eligible private nonprofit organization that intends on applying for FEMA PA grants.

Code of Federal Regulations: Title 44 – Emergency Management and Assistance – The Code of Federal Regulations – Title 44 Emergency Management and Assistance (44 CFR) provide procedural requirements for the PA Program operations. These regulations are designed to implement a statute based upon FEMA’s interpretation of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). They govern the PA Program and outline program procedures, eligibility, and funding

Construction and Demolition (C&D) Debris – FEMA Publication 104-009-2 defines C&D debris as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting, and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation, and air conditioning systems and

their components, light fixtures, small consumer appliances, equipment, furnishings, and fixtures. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible recipient's improved property or ROW;
- Debris removal must be the legal responsibility of the recipient; and
- Debris must be a result of the major disaster incident.

Debris Removal Contractor – The debris removal contractor is contracted by the cities to remove and dispose of debris that is a result of a severe debris-generating incident.

Disaster-Specific Guidance (DSG) – DSG is a policy statement issued in response to a specific post-incident situation or need in a state or region. Each DSG is issued a number and is generally referred to along with their numerical identification.

FEMA Publication FP 104-009-2 – Public Assistance Program and Policy Guide – Combines all Public Assistance policy into a single volume and provides an overview of the PA Program implementation process with links to other publications and documents that provide additional process details. It provides a general overview of the FEMA PA Program protocol immediately following a disaster. The PA Program provides the basis for the federal/local cost-sharing program. This document specifically describes the entities eligible for reimbursement under the PA Program, the documentation necessary to ensure reimbursement and any special considerations that local governments should be aware of to maximize eligible activities.

Force Account Labor – The use of the City's own personnel and equipment.

Hazardous Limb – A limb is hazardous if it poses a significant threat to the public. The current eligibility requirements for hazardous limbs according to FEMA Publication FP 104-009-2 are:

- The limb is greater than two inches in diameter;
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located on improved public property.

Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has 50 percent or more of the root-ball exposed;
- The stump is greater than 2 feet in diameter when measured 2 feet from the ground;
- The stump is located on a public ROW; and
- The stump poses an immediate threat to public health and safety.

Hazardous Tree – A tree is considered hazardous when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater, measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 104-009-2 are:

- The tree has a broken canopy;
- The tree has a split trunk;
- The tree is leaning at an angle greater than 30 degrees.

ACRONYMS AND DEFINITIONS

Household Hazardous Waste (HHW) – The RCRA defines hazardous wastes as materials that are ignitable, reactive, toxic, or corrosive. Examples of HHW include items such as paints, cleaners, pesticides, etc. Due to the nature of hazardous waste certified technicians must be used to handle, capture, recycle, reuse, and dispose of hazardous waste. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible recipient's improved property or ROW;
- HHW removal must be the legal responsibility of the recipient; and
- HHW must be a result of the major disaster incident.

Monitoring Firm – The monitoring firm is an organization under contract with the City to monitor debris removal operations. The monitoring firm ensures the debris removal contractor is working within the scope of work contracted by the City and documents debris removal operations.

Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) – Provides the authorization of the PA Program. The fundamental provisions of the Stafford Act are as follows:

- Assigns FEMA the authority to administer federal disaster assistance;
- Defines the extent of coverage and eligibility criteria of the major disaster assistance programs;
- Authorizes grants to the states; and
- Defines the minimum federal cost-sharing levels.

Sandy Recovery Improvement Act (SRIA) of 2013 – The law authorizes changes to the way FEMA may deliver federal disaster assistance to survivors. Key provisions of SRIA are as follows:

- Provides substantially greater flexibility in use of federal funds and less administration burden if recipients accept grants based on fixed capped estimates, which may be provided by recipients' licensed engineer and validated by independent expert panel.
- Offers a package of cost share adjustments, reimbursement for force account, and retention of program from recycling to speed debris removal and encourage pre-disaster debris planning.
- Allows PA recipients for all disasters declared on or after October 30, 2012 an option to request binding arbitration for certain projects with an amount in dispute of over \$1 million after first appeal, instead of pursuing a second appeal under FEMA's PA Program.

Vegetative Debris – As outlined in FEMA Publication 104-009-2, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible recipient's improved property or ROW;
- Debris removal must be the legal responsibility of the recipient; and
- Debris must be a result of a Presidentially declared major disaster incident.

White Goods – As outlined in FEMA Publication 104-009-2, white goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal CAA prohibits from being released into the atmosphere. The CAA specifies that only certified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible recipient's improved property or ROW;
- White goods removal must be the legal responsibility of the recipient; and
- White goods must be a result of the major disaster incident.

Appendix A
DEBRIS MANAGEMENT JOB AID CHECKLISTS

Debris Manager

Position Description:	The Debris Manager oversees disaster debris management operations in accordance with the Disaster Debris Management Plan as well as local, regional, state and federal regulations
Reports To:	Emergency Management and Solid Waste
Responsibilities:	<ul style="list-style-type: none"><input type="checkbox"/> Establish a Debris Management Operations Center (DMOC).<input type="checkbox"/> Activate contractors for debris clearing and debris monitoring services.<input type="checkbox"/> Establish priorities for debris management operations.<input type="checkbox"/> Collaborate with Federal, State and other agency representatives.<input type="checkbox"/> Provide updates to Emergency Management regarding debris management operations.<input type="checkbox"/> Coordinate with Communications and Media to develop public information messages regarding debris operations.<input type="checkbox"/> Coordinate with Community Development/Grants Management in the tracking of debris management costs.<input type="checkbox"/> Coordinate the demobilization of debris management operations.

Street Clearing Task Force Leader

Position Description:	The Street Clearing Task Force Leader oversees street clearing operations immediately following a disaster to ensure emergency vehicles and utility restoration crews can access and traverse roads in conducting emergency response operations.
Reports To:	Debris Manager
Responsibilities:	<ul style="list-style-type: none"><input type="checkbox"/> Stage and ready resources immediately prior to an expected incident to ensure they will be fueled and ready to activate in the event they are needed to clear debris off jurisdiction streets.<input type="checkbox"/> Oversee street clearing immediately following a debris generating incident.<input type="checkbox"/> Coordinate local and contract resources to clear streets of debris in accordance with established objectives and priorities.<input type="checkbox"/> Track the progress of street clearing operations.<input type="checkbox"/> Provide regular updates to the Debris Manager regarding the status of operations.<input type="checkbox"/> Coordinate with the Safety Officer assigned to the incident to ensure street clearing operations are conducted in a safe manner.<input type="checkbox"/> Ensure all hours, expenses and equipment use is accurately documented.

Debris Collection and Disposal Task Force Leader

Position Description:	The Debris Collection and Disposal Task Force Leader oversees debris collection and disposal operations.
Reports To:	Debris Manager
Responsibilities:	<ul style="list-style-type: none"><input type="checkbox"/> Coordinate with local and contract resources to stage and ready resources immediately prior to an expected incident to ensure these will be fueled and ready to activate in the event they are needed to collect debris.<input type="checkbox"/> Coordinate with the Debris Monitoring Contractor to conduct truck certifications.<input type="checkbox"/> Coordinate local and contract resources to conduct debris collection operations in accordance with established objectives and priorities.<input type="checkbox"/> Coordinate with the Debris Monitoring Contractor to conduct collection, DMS and disposal site monitoring.<input type="checkbox"/> Activate DMS locations as needed in coordination with relevant departments and agencies.<input type="checkbox"/> Coordinate with Environmental Health to conduct soil sampling at DMS locations prior to and after closure of DMS.<input type="checkbox"/> Coordinate with local labor and contractors to ensure debris is recycled or disposed of in accordance with regulatory guidelines.<input type="checkbox"/> Coordinate local and contract resources to conduct special debris operations including dangerous trees, privately owned vehicles and vessels, waterway debris removal, parks debris removal, and private property debris removal in accordance with FEMA authorization and guidelines.<input type="checkbox"/> Track the progress of debris collection, recycling and disposal in coordination with the Debris Monitoring contractor.<input type="checkbox"/> Provide regular updates to the Debris Manager regarding the status of operations.<input type="checkbox"/> Coordinate with the Safety Officer to ensure debris collection and disposal operations are conducted in a safe manner.<input type="checkbox"/> Ensure all hours, expenses and equipment use are accurately documented.

Environmental Health Task Force Leader

Position Description:	The Environmental Health Task Force Leader monitors the impacts of debris operations and liaises with regional, State and Federal environmental agency representatives.
Reports To:	Debris Manager
Responsibilities:	<ul style="list-style-type: none"><input type="checkbox"/> Liaise with regional, State and Federal environmental agencies and contractors to monitor the environmental impacts of debris management operations including air, soil and asbestos monitoring.<input type="checkbox"/> Coordinate with the Debris Collection and Disposal Task Force Leader, or designee, to conduct soil sampling at DMS locations prior to and after closure of DMS.<input type="checkbox"/> Track the progress of environmental monitoring and testing operations and document results.<input type="checkbox"/> Provide regular updates to the Debris Manager regarding the status of environmental monitoring operations.<input type="checkbox"/> Coordinate with the Safety Officer to ensure environmental monitoring operations are conducted in a safe manner.<input type="checkbox"/> Ensure all hours, expenses and equipment use is accurately documented.

Debris Clearing Teams

Position Description:	The Debris Clearing Teams conduct street clearing immediately following a disaster to ensure emergency vehicles and utility restoration crews can access and traverse roads in conducting emergency response operations.
Reports To:	Street Clearing Task Force Leader
Responsibilities:	<ul style="list-style-type: none"><input type="checkbox"/> Coordinate through the Street Clearing Task Force Leader to divide into teams and clear streets of debris in accordance with established objectives and priorities.<input type="checkbox"/> Report any hazardous conditions such as downed power lines, hazardous materials spills, natural gas leaks to the proper authorities as well as the Street Clearing Task Force Leader.<input type="checkbox"/> Track the progress of the Task Force in street clearing operations.<input type="checkbox"/> Provide updates as required to the Street Clearing Task Force Leader regarding the status and progress of the team.<input type="checkbox"/> Obey the health and safety policy and follow health and safety guidance in conducting street clearing operations.<input type="checkbox"/> Ensure all hours, expenses and equipment use is accurately documented.

Debris Removal Teams

Position Description:	The Debris Removal Teams conduct debris collection and disposal operations.
Reports To:	Debris Collection and Disposal Task Force Leader
Responsibilities:	<ul style="list-style-type: none"><input type="checkbox"/> Coordinate through the Debris Collection and Disposal Task Force Leader to divide into teams consisting of debris removal and debris monitors to collect debris and deliver it the appropriate location for reduction, recycling or disposal.<input type="checkbox"/> Report any hazardous conditions such as downed power lines, hazardous materials spills, natural gas leaks to the proper authorities as well as the Debris Collection and Disposal Task Force Leader.<input type="checkbox"/> Provide updates as required to the Debris Collection and Disposal Task Force Leader regarding the status and progress of the team.<input type="checkbox"/> Obey the health and safety policy and follow health and safety guidance in conducting debris removal, reduction, and disposal operations.<input type="checkbox"/> Ensure all hours, expenses and equipment use is accurately documented.

Appendix B
DEBRIS MANAGEMENT CHECKLISTS

Normal Operations Checklist

- Update contact lists.
- Evaluate DMS.
- Review road list and road maps.
- Establish and maintain pre-positioned contracts.
- Review FEMA guidance.

Completed By: _____

Date Completed: _____

Pre-Incident Checklist

- Download most recent road list and relevant documents to a portable storage device.
- Alert key personnel and place monitoring firm and debris removal contractors on stand-by.
- Review plan with key personnel.
- Issue pre-event media press releases.

Completed By: _____

Date Completed: _____

Post-Incident Response Checklist

- Conduct damage assessment.
- Establish a DMOC
- Activate monitoring firm and debris removal contractors.
- Begin emergency roadway debris clearance.
- Begin truck certification.
- Prepare DMS based on concentration of debris.
- Conduct meetings/briefings with key personnel.
- Review debris volume and collection cost assessment.
- Request contact information and meeting with FEMA Public Assistance Program Delivery Manager.
- Issue media press release.

Completed By: _____

Date Completed: _____

Post-Incident Recovery Checklist: 2 Days – 2 Weeks

- Open DMS.
- Prioritize roads/areas.
- Issue second press release regarding segregation of debris.
- Begin ROW debris removal.
- Perform parks damage assessment.
- Begin environmental monitoring program of DMS.
- Coordinate with external agencies.
- Initiate discussions with FEMA.
- Obtain FEMA guidance for gated community and private property debris removal.

Completed By: _____

Date Completed: _____

Recovery Checklist: 2 Weeks – 1 Month

- Maintain and evaluate ROW cleanup.
- Begin ROW stump removal as necessary.
- Open additional DMS as necessary.
- Continue daily meetings with FEMA.
- Begin debris removal from private property and gated communities.
- Communicate project close-out to residents via press release.

Completed By: _____

Date Completed: _____

Recovery Checklist: 1 Month – 3 Months

- Maintain and evaluate ROW cleanup – vegetative and C&D.
- Begin ROW leaners and hangers program.
- Initiate haul-out.
- Progress to weekly meetings with the FEMA.

Completed By: _____

Date Completed: _____

Recovery Checklist: 3 Months – Project Completion

- Complete all debris recovery activities.
- Identify ineligible debris on ROW.
- Complete the disposal of reduced debris.
- Close-out and remediate DMS locations.
- Conduct project close-out meetings with FEMA and external agencies.

Completed By: _____

Date Completed: _____

Appendix C
DEBRIS CONTRACTING GUIDANCE

FEMA Public Assistance Program and Policy Guide FP 104-009-2 Section V. G. Procurement and Contracting Requirements

G. Procurement and Contracting Requirements

FEMA provides PA funding for contract costs based on the terms of the contract if the Applicant meets Federal procurement and contracting requirements. This section provides information on Federal procurement and contracting requirements. The *Public Assistance Grantee and Subgrantee Procurement Requirements Field Manual* provides additional details regarding Federal procurement and contracting requirements.

1. Procurement Standards

Applicants must comply with Federal procurement standards as a condition of receiving PA funding for contract costs for eligible work. Federal procurement standards for State and Territorial governments are different than those for Tribal and local governments and PNPs.

State and Territorial government Applicants must follow the same policies and procedures they would use for procurements with non-Federal funds; comply with 2 CFR § 200.322, Procurement of recovered materials; and ensure that every purchase order or other contract includes any clauses required by 2 CFR § 200.326, Contract provisions.

Non-State Applicants (Tribal and local governments and PNPs) must use their own documented procurement procedures that reflect applicable State, Territorial, Tribal, and local government laws and regulations, provided that the procurements conform to applicable Federal law and standards. This requirement applies to Tribal Governments even when the Tribe is a Recipient.

Tribal and local governments and PNPs must conduct procurement transactions in a manner that complies with the following Federal standards:

- Provide full and open competition;
- Conduct all necessary affirmative steps to ensure the use of minority businesses, women's business enterprises, and labor surplus area firms when possible;
- Exclude contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals from competing for such procurements to ensure objective contractor performance and eliminate unfair competitive advantage;
- Maintain written standards of conduct covering conflicts of interest and governing the performance of employees who engage in the selection, award, and administration of contracts; and
- Maintain records sufficient to detail the history of the procurement. These records will include, but are not limited to:
 - Rationale for the method of procurement
 - Selection of contract type
 - Contractor selection or rejection
 - The basis for the contract price

Tribal and local governments and PNPs must use one of the following procurement methods:

- Micro-purchase
- Small purchase procedure
- Sealed bid (formal advertising)
- Competitive proposal

FEMA may reimburse costs incurred under a contract procured through a noncompetitive proposal only when one or more of the following apply:

- The item is only available from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- FEMA or the Recipient expressly authorizes a noncompetitive proposal in response to a written request from the Applicant; or
- After solicitation of a number of sources, competition is determined inadequate.

Tribal or local governments and PNPs must perform a cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold, including contract modifications. The method and degree of analysis depends on the facts surrounding the particular procurement situation. As a starting point, the Applicant must make independent estimates before receiving bids or proposals. Additionally, the Applicant must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where a cost analysis is performed.

FEMA PA staff coordinate with FEMA's Office of Chief Counsel when evaluating whether the Applicant complied with Federal procurement requirements. In the case of non-compliance with Federal procurement requirements, FEMA determines a reasonable cost for the eligible work completed based on all available information and documentation.

2. Contracts

FEMA reimburses costs incurred using three types of contract payment obligations: fixed-price, cost-reimbursement, and, to a limited extent, time and materials (T&M). The specific contract types related to each of these are described in FEMA's *Public Assistance Grantee and Subgrantee Procurement Requirements Field Manual*.

The Applicant must include required provisions in all contracts awarded and maintain oversight to ensure contractors perform according to the conditions and specifications of the contract and any purchase orders.

FEMA does not reimburse costs incurred under a cost plus a percentage of cost contract or a contract with a percentage of construction cost method.

FEMA advises against the use of T&M contracts and generally limits the use of these contracts to a reasonable time based on the circumstances during which the Applicant could not define a clear scope of work (SOW). T&M contracts do not provide incentives to the contractor for cost control or labor efficiency. Therefore, FEMA may reimburse costs incurred under a T&M contract only if all of the following apply:

Appendix C

- No other contract was suitable;
- The contract has a ceiling price that the contractor exceeds at its own risk; and
- The Applicant provides a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

The Applicant should define the SOW as soon as possible to enable procurement of a more acceptable type of contract.

The Davis Bacon Act, which requires “prevailing wage” payment to contracted workers based on the local union wage scale defined by the U.S. Department of Labor, does not apply to State, Territorial, Tribal, or local government contracts for PA-funded projects. However, if the Applicant incorporates prevailing wage rates as part of its normal practice for all contracts regardless of the funding source, then those rates are eligible.

Appendix D
DEBRIS CONTRACTOR CHECKLISTS

The Disaster Debris Contract Checklist was designed to guide jurisdictions in contracting disaster debris services. The checklist provides a step-by-step process to procuring disaster debris services that complies with current federal standards and best practices. The checklist includes the steps to solicit bids, review proposals, and select an appropriate contractor. The checklist was developed using guidance set forth by the Federal Emergency Management Agency (FEMA) and the provisions of Title 2 Code of Federal Regulations (CFR) Part 200 General Procurement Standards.

Tabs A and B, attached to this document, provide additional details on procurement policies:

- Tab A: 2 CFR Parts 200.317 – 200.326
- Tab B: Checklist for Reviewing Procurements Under Grants by Non-Federal Entities (States, local and tribal governments, Institutions of Higher Education, Hospitals, and Private Non-Profit Organizations)

Table 1: Disaster Debris Contract Checklist

Task	Responsibility	Completion Date
Pre-Disaster Tasks		
Solicit a request for proposals for disaster debris services (see Debris Contract Guidance (Appendix C) for specific contract provisions).		
The solicitation for prequalified contractors should include: <ul style="list-style-type: none"> ■ Adequately defined scope of work ■ All potential debris types ■ Anticipated haul distances ■ Potential size of debris events ■ Hourly labor, equipment and material price schedule ■ Performance bond requirements 		
Qualify bidders by requesting documentation of the following: <ul style="list-style-type: none"> ■ Licenses ■ Financial stability ■ Proof of insurance ■ Bonding capability ■ Description of related experience and capabilities including total verified cubic yards removed and processed ■ References including jurisdiction name, point of contact, email address and phone number ■ Description of health and safety plan including operation plan at debris management site(s). 		
Contractors that have been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) should not be considered . A complete list of federally disbarred contractors can be found in the System for Award Management (SAM) dataset at www.sam.gov . Check the status of prequalified contractors in the SAM database at the time of the disaster .		

Task	Responsibility	Completion Date
<ul style="list-style-type: none"> ■ Go to the SAM Database at https://www.sam.gov/portal/public/SAM/. ■ Under the Search Records tab, enter a DUNS number, CAGE code or Business Name to search for the contractor you are interested in pre-qualifying. ■ Note any exclusions listed for the contractor that may prohibit federal assistance for debris services. ■ Print the screen with the results and file in records. 		
Ensure compliance with the jurisdiction's procurement procedures.		
Ensure compliance with applicable state and local procurement laws and regulations.		
Ensure compliance with federal procurement laws and standards identified in 2 CFR 200 (see Tab A).		
Ensure competition (see the provisions in Section 200.319 Competition in Tab A for specific requirements regarding competition).		
Provide a clear and definitive scope of work.		
Develop a cost analysis to demonstrate cost reasonableness for any contract or contract modification where price competition is lacking .		
Ensure opportunities for minority and women-owned businesses and firms whenever possible. Require prime contractors to utilize minority and women-owned businesses as scope allows per the provisions laid out in 2 CFR 200.		
Document the process and rationale the jurisdiction followed in making procurement decisions.		
The jurisdiction's legal counsel should conduct a review of the procurement process and any potential contracts to be awarded to ensure compliance with all federal, state, and local requirements.		
Establish procedures to address protests and disputes related to contract awards.		
Compile all documentation related to the procurement and file in a secure location that can be accessed for future review.		

TAB A: 2 CFR 200 PROCUREMENT STANDARDS

PROCUREMENT STANDARDS

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

TAB B: Checklist for Reviewing Procurements Under Grants by Non-Federal Entities (States, local and tribal governments, Institutions of Higher Education, Hospitals, and private non-profit organizations) – 2 CFR pt. 200

This checklist was created to assist FEMA recipients and subrecipients in complying with the federal requirements that procurements must meet in order for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is not intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of [2 C.F.R. § 200.317 – 326](#), which is the source of these requirements. FEMA’s in – depth guidance on these provisions can be found in its *Supplement to the Public Assistance Field Manual*. In addition, the user may review FEMA’s Field Manual, [Public Assistance Grantee and Subgrantee Procurement Requirements](#), which is available on the internet by searching for “FEMA Procurement Field Manual.” While the Field Manual was drafted to specifically address the Federal procurement standards that were in effect prior to 26 December 2014 ([44 C.F.R. § 13.36\(a\)-\(i\) – States, Local and Tribal Governments](#); and [2 C.F.R. § 215.40-48 – Institutions of Higher Education, Hospitals, and other Non-Profit Organizations](#)), many of the concepts are similar or identical in substance, and thus remains an excellent tool for navigating the current Federal procurement standards. If any questions arise, please contact your servicing attorney or legal counsel for assistance.

2 C.F.R. § 200.317 – 326 became effective on December 26, 2014. For disasters (and their associated projects) declared prior to that date, the relevant procurement standards can continue to be found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).¹ As indicated above, while many of the concepts are similar or identical, there are some substantive differences between the old and the new standards. Accordingly, this checklist should not be used for procurements associated with declarations issued prior to 26 December 2014. Instead, see procurement standards Checklists 13.36 and 215.2

¹ This includes projects associated with declarations issued prior to 26 December 2014, regardless of project start date. For example, if a disaster was declared on 1 November 2014, but contracting for a project under that declaration did not begin until 1 April 2015, then a State (or state agency/instrumentality) would still utilize the old procurement standards found at 44 C.F.R. § 13.36(a); local and tribal governments would follow § 13.36(b)-(i); and Institutions of Higher Education, Hospitals, and Private Non-Profits would use 2 C.F.R. §§ 215.40-48.

Instructions: Each standard below is followed by a block for “Yes”, “No”, or in some cases, “Not applicable”. **Red font** is used to indicate the response which, if checked, indicates that the contract does not comply with federal requirements.

The term “non-Federal entity” (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, or tribal government or private-non-profit entity).

1. Does the procurement comply with the State’s own procurement laws, rules, and procedures?
§200.317 Yes No
2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322. Yes No N/A – **work does not involve the use of materials (e.g., debris removal or other services)**
3. **Does the contract include the following clauses?**³
 - a. *If the contract amount exceeds \$150,000*⁴, does it address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for sanctions and penalties? Yes No N/A
 - b. *If the contract amount exceeds \$10,000*, does it address **termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement?** Yes No N/A
 - c. *If the contract is for construction*, does it include the required **Equal Employment Opportunity clause?**⁵ Yes No N/A
 - d. *For construction contracts exceeding \$2,000 awarded under a Federal grant*, does the contract include a **Davis-Bacon Act clause** and **Copeland “Anti-Kickback” Act clause**⁶ addressing prevailing wage rates? [Note that Public

² 2 C.F.R. §200.110 provides prospective applicants with the option of exercising a “grace period,” which allows the prospective applicant to continue to use the old procurement standards at 13.36 or 215 for an additional two (2) fiscal years beginning on the first fiscal year after 26 December 2014. The fiscal year is based upon the prospective applicant’s own fiscal year. In order to utilize this exception, the prospective applicant is required to affirmatively elect its use through the documentation of this decision in its contract records.

³ See [Appendix II of 2 CFR part 200](#). See also, PDAT Field Manual, section IV.H for a detailed discussion of these clauses. Sample clauses and templates can be found in the [Required Contract Clauses 2 CFR 200.326 and 2 CFR Part 200 Appendix II](#).

⁴ \$150,000 is the current dollar threshold for the simplified acquisition threshold, as authorized by 41 U.S.C. § 1908.

⁵ The EEO clause can be found at [41 C.F.R. § 60-1.4\(b\)](#).

⁶ The clause may read as follows:

Compliance with the Copeland “Anti-Kickback” Act

Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.]

Yes No N/A

e. If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers, does the contract include a **Contract Work Hours and Safety Standards clause**?⁷ Yes No N/A

a. Rights to Inventions Made Under a Contract or Agreement.⁸ N/A

b. If the contract or subgrant amount exceeds \$150,000, does the contract include clauses addressing the **Clean Air Act and the Federal Water Pollution Control Act**?⁹ Yes No N/A

c. Does the contract include mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201)? Yes No

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

⁷ Must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

⁸ As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

⁹ The clause may read as follows:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

i. Does the contract include a **Suspension and Debarment clause**?¹⁰ Yes No¹¹

e. Does the contract include an **Anti-Lobbying clause**?¹² Yes No

i. For contracts exceeding \$100,000, have bidders submitted an Anti-Lobbying Certification? Yes No N/A

f. Does the contract include a clause requiring the contractor to maximize use of **recovered/recycled materials**? Yes No N/A – work does not involve the use of materials (e.g., debris removal or other services)

If a State agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government or private nonprofit entity, continue with the checklist.



4. **General requirements**¹³

g. Does the procurement comply with the NFE's¹⁴ own procurement laws, rules, and procedures? §200.318(a) Yes No

h. Does the NFE maintain contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders? §200.318(b) Yes No

i. Does the NFE have - §200.318(c)(1):

i. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts? Yes No

¹⁰ See, PDAT Manual, pps. 99-100 for sample text.

¹¹ A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, **CANNOT** be awarded a contract funded with Federal assistance.

¹² See PDAT Manual, pgs. 127-129. The clause may read substantially as follows:

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

¹³ See, 2 C.F.R. § 200.318

¹⁴ Non-Federal Entity (NFE)

- ii. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest?¹⁵ Yes No
 - i. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?¹⁶ Yes No
 - ii. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. Yes No
- d. *If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest? § 200.318(c)(2)*¹⁷ Yes No N/A
- e. The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE *considered* consolidating or breaking out procurements to obtain a more economical purchase? Where appropriate, has the NFE considered lease versus purchase alternatives? § 200.318(d) Yes No
- f. *Is the contract being awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources? § 200.318(h)* Yes No
- g. *Is the NFE keeping records sufficient to detail the history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price? § 200.318(i)* Yes No
- h. *Is the contract a time-and-materials contract?*¹⁸ § 200.318(j) Yes No

¹⁵ Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

¹⁶ ~~However, NFEs may set standards~~ for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

¹⁷ Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the NFE is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

¹⁸ Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency.

iii. If so, has the NFE documented why no other contract is suitable?

Yes No

iv. Does the contract include a ceiling price that the contractor exceeds at its own risk?

Yes No

j. *Is the NFE alone* responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements? §200.318(k) Yes No

j. *Encouraged*, but not required standards at § 200.318(e), (f), and (g).¹⁹ 5.

Competition:

a. All procurement transactions must be conducted in a manner providing **full and open competition** consistent with the standards of this section. *Does the procurement involve any of the following*²⁰ § 200.319(a):

v. Placing unreasonable requirements on firms in order for them to qualify to do business?

Yes No

vi. Requiring unnecessary experience and excessive bonding? Yes No

vii. Noncompetitive pricing practices between firms or between affiliated companies?²¹

Yes No

viii. Noncompetitive contracts to consultants that are on retainer contracts?

²² Yes No

Therefore, a time-and-materials contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. [**Note that FEMA previously reimbursed costs under a time-and-materials contract for only the first 70 hours of work performed.** See, FEMA PA Guide (2007 ed.), pg. 53. However, FEMA's new Public Assistance Guide, published on 1 January 2016, has eliminated this requirement and replaced it with a reasonable period of time standard. Please engage your FEMA Public Assistance POC for additional information]

¹⁹ §200.318(e) – to foster greater economy and efficiency, the NFE is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services (this section provides the authority for state schedule and mutual aid agreements, for example); §200.318(f) – NFEs are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and §200.318(g) – NFEs are encouraged to use value engineering clauses in contracts for construction projects (value engineering is a systematic and creative analysis of each contract item or task to encourage the contractor to develop more cost effective means to produce or procure requirements.).

²⁰ This list is non-exclusive and only serves as an example of some of the types of situations that are considered to be restrictive of competition.

²¹ For example, bid suppression or bid rigging.

²² For example, out-of-scope disaster work added to the consultant's work on retainer.

- V. Organizational conflicts of interest?²³ Yes No
- i. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement? Yes No
- ii. Any arbitrary action in the procurement process? Yes No
- b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a) Yes No N/A
- c. *Does the contract include a state or local geographic preference for local contractors?*²⁴ § 200.319(b) Yes No
- d. Do the NFE’s written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)
- ix. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1) Yes No
- x. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2) Yes No
- e. If the NFE is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d) E N/A
- xi. Is the list current? Yes No
- xii. Does the list include enough qualified sources to ensure maximum open and free competition? Yes No
- xiii. Were any potential bidders precluded from qualifying during the solicitation period?²⁵ Yes No

²³ See, fn 18.

²⁴ Geographic preferences are generally not allowed under FEMA grants. The only exception is that when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

²⁵ Pre-qualified lists are NOT contracts. Accordingly, once the decision to solicit and award a contract is made, the NFE may issue the solicitation directly to the contractors on the pre-qualified list, but must also allow any interested contractor (not on the pre-qualified list) to submit its qualifications, and if deemed qualified, allow that contractor to submit a bid or proposal in response to the solicitation. Contract award will then be made to one of the contractors submitting a bid or proposal, IAW the evaluation/award criteria identified in the solicitation.

6. Method of Procurement

a. Is the NFE using one of the following acceptable methods of procurement? § 200.320

i. **Micro-purchase** (i.e., purchases below \$3,500, see, §200.67 Micro-purchases). § 200.320(a) Yes No

1. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.]
2. To the extent practicable, is the NFE distributing micro-purchases equitably among qualified suppliers?
Yes No N/A – not practicable

ii. **Small purchase procedures** § 200.320(b) Yes No

3. [Note: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the **lesser** of either (1) the federal small purchase threshold (i.e., \$150,000), or (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold.*]
4. Did the NFE obtain price or rate quotations from an adequate number of qualified sources?²⁶ Yes No

iii. **Sealed bids** § 200.320(c)²⁷ Yes No

5. [Note: Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]
6. Are *all* of the following conditions to use sealed bidding present?
§ 200.320(c)(1) Yes No

²⁶ FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources is considered to be three (3). See, [FEMA Recovery Fact Sheet 9580.212 – Public Assistance Grant Contracting Frequently Asked Questions \(FAQ\)](#), FAC No. 3 and the PDAT Field Manual.

²⁷ Sealed bidding is generally used where price is the most important evaluation factor for the NFE. Accordingly, contract award under the sealed bidding method of procurement is made to the bidder submitting *the lowest priced, responsive and responsible bid*. “Responsive” refers to whether the bidder meets all the material requirements of the Invitation for Bid (IFB), while “Responsibility” is described at § 200.318(h).

- k. A complete, adequate, and realistic specification or purchase description is available Yes No
- l. Two or more responsible bidders are willing and able to compete effectively for the business Yes No
- m. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price Yes No

3. If sealed bids are used, the following requirements apply: § 200.320(c)(2)

- n. Did the NFE solicit bids from an adequate number²⁸ of known suppliers, providing them sufficient response time prior to the date set for opening the bids? Yes No
- o. If the NFE is a local or tribal government, was the invitation for bids publically advertised? Yes No N/A
- p. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond? Yes No
- q. Did the NFE open all bids at the time and place prescribed in the invitation for bids? Yes No
- r. For local and tribal governments, were the bids opened publicly? Yes No N/A
- s. Did the NFE award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? Yes No
- t. If any bids were rejected, was there a sound documented reason supporting the rejection? Yes No N/A

iv. Procurement by competitive proposals²⁹ § 200.320(d) Yes No

²⁸ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of known sources under the sealed bidding method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.” (See fn. 27)

²⁹ Whereas contract awards under sealed bidding are focused on selecting the lowest responsive responsible bid, ~~NFEs under the competitive procurement method may prioritize non-price factors, such as technical capability or past performance, over price and therefore award a contract to a contractor whose proposal is more expensive but reflects a better overall value to the NFE (e.g. “best value” contracting).~~

4. [Note: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.]
 5. Did the NFE publicize the Requests For Proposals (RFPs) and identify all evaluation factors and their relative importance? Yes No
 6. Did the NFE solicit proposals from an adequate number of qualified sources?³⁰ Yes No
 7. Did the NFE have a written method for conducting technical evaluations of the proposals received and for selecting recipients? Yes No
 8. Did the NFE award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered? Yes No
 9. [Note regarding architectural/engineering (A/E) professional services: The NFE may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. **The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.**]
- v. **Noncompetitive proposals** § 200.320(f)³¹ Yes No
10. [Note: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]
 11. Do one or more of the following circumstances apply? Yes No

³⁰ Unlike, for simplified purchase procedures, FEMA has not defined an "adequate number" of qualified sources under the competitive procurement method. While left undefined, a NFE is likely to meet this requirement through the application of "full and open competition."

³¹ § 200.320(e) is reserved.

- U. The item is available only from a single source **Yes** **No**
- V. The public exigency or emergency³² for the requirement will not permit a delay resulting from competitive solicitation **Yes** **No**
- W. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity **Yes** **No**
- X. After solicitation of a number of sources, competition is determined inadequate.³³ **Yes** **No**

7. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

a. Has the NFE taken the following affirmative steps³⁴ to assure that minority businesses, women's business enterprises, and labor surplus area firms are

used when possible?³⁵ § 200.321 **Yes** **No** **N/A (document)**

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? **Yes** **No** **N/A (document)**
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? **Yes** **No** **N/A – no potential sources (document)**
- i. Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises?³⁶ **Yes** **No** **N/A – not economically feasible (document)**

³² For an explanation of what "emergency" and exigency" mean, see PDAT Field Manual, pg. 68.

³³ Before utilizing this exception, Applicants should review their solicitation and the publicizing of their solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Applicant should revise the solicitation and re-publicize the solicitation in order to resolve the competitive concerns.

³⁴ The following affirmative steps are non-exclusive; while these steps must be taken, additional steps, as determined by the NFE, local, state, or tribal government regulations or procedures, may also be taken.

³⁵ Collectively referred to as "socioeconomic contractors" or "socioeconomic contracting," this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps. Failure to do so has been frequently identified as a justification to de-obligate funding by the Department of Homeland Security (DHS), Office of Inspector General (OIG).

iv. Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses, and women's business enterprises?
Yes No N/A – the requirement does not permit (document)

xiv. Using the services and assistance, *as appropriate*, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce Yes No N/A – not appropriate (document)

xv. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? Yes No N/A – no subcontracts will be let (document)

8. **Contract cost and price**³⁷

y. If the contract amount (including contract modifications) exceeds \$150,000, did the NFE perform a cost or price analysis? § 200.323(a) Yes No N/A

z. Did the NFE negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed? § 200.323(b) Yes No N/A

aa. Is the contract a “cost plus a percentage of cost” or “percentage of construction cost” contract?³⁸ [Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement] Yes No

³⁶ This is not the same as breaking a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds to utilize their streamlined acquisition procedures (e.g. “project splitting.”)

³⁷ See, [Pricing Guide for Recipients and Subrecipients Under the Uniform Rules](#) for guidance on cost or price analysis.

³⁸ This type of contract is separate and distinct from cost plus fixed fee, cost plus incentive fee, and cost plus award fee type contracts, which are permissible and used to incentivize contractors to perform to a higher standard of quality, lower cost, or faster performance. Cost plus percentage of cost contracts on the other hand provide none of these incentives; instead, there is a reverse incentive for the contractor to increase its costs as the higher its costs go, the more profit it earns, as its potential earnings are uncapped. The following characteristics are suggestive of a prohibited cost plus percentage of cost contract: (1) payment is on a predetermined percentage rate; (2) the predetermined percentage rate is applied to actual performance costs; (3) the contractor’s entitlement is uncertain at the time of contracting; and (4) the contractor’s entitlement increases commensurately with increased performance costs.

9. **Bonding requirements for construction or facility improvement contracts exceeding \$150,000**

i. [Note: For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e., \$150,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.]

j. If such a determination (see above) has not been made, does the procurement include the following? Yes No N/A

i. A bid guarantee from each bidder equivalent to five percent of the bid price? Yes No N/A

1. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

ii. A performance bond on the part of the contractor for 100 percent of the contract price? Yes No N/A

1. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

iii. A payment bond on the part of the contractor for 100 percent of the contract price. Yes No N/A

1. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

END OF CHECKLIST

Appendix E

CONTRACTOR, DISPOSAL, AND RECYCLING CONTACTS

Appendix E

**Table 1
Debris Hauling Firms**

	Company Name	Company Contact	Phone	Email	Address
1	Ceres Environmental Services, Inc	Gail Hanscom	(800) 218-4424	Gail.hanscom@ceresenv.com	9945 Windfern Road Houston, TX 77064

**Table 2
Debris Monitors**

	Company Name	Company Contact	Phone	Email	Address
1	Tetra Tech	Anne Cabrera	(954) 559-4951	anne.cabrera@tetrattech.com	2307 Lucien Way, Suite 120, Maitland, Florida 32751

**Table 3
Potential Final Disposal Locations**

	Site Name	Market	Operator	Location
1	City of Edinburg Regional Disposal Facility	Asbestos-Friable, Asbestos-Non-Friable, Auto Shredder Fluff, Bioremediation, Biosolids, CERCLA Waste, Construction & Demolition Debris, Drum Management-Solids, E&P Wastes, Industrial & Special Waste, Municipal Solid Waste, Yard Waste	City of Edinburg Solid Waste Department 956-381-5635	8601 Jasman Road, Edinburg, Texas 78539

**Table 4
Recycling Resources**

Debris to be Recycled	Operator	Phone	Location
Metals	Mobile Electronics	956-617-1117	806 W Business 83 San Juan, Texas 78589
Newsprint, old corrugated, coated book stock, mixed paper	Masterfibers Copamex Recycling Division	956-783-0774	103 N. Veterans Rd. Pharr, TX 78577
Used Motor Oil & Lead Acid Batteries	Environmental Evolutions National	361-387-9400	4525 Farm to Market Rd 892
Electronic Waste	RDA Technologies	956-465-5034	468 Regal Row, Suite 124 Brownsville, TX 78521

Appendix F

**SAMPLE REQUEST FOR PROPOSAL FOR DISASTER
DEBRIS CLEARANCE AND REMOVAL SERVICES**

Request for Proposals Disaster Debris Clearance and Removal Services

RFP NUMBER: XXXXXX

Proposal Deadline:

Date
Time

Request for Proposals
for
Disaster Debris Clearance and Removal Services

Introduction

FEMA encourages municipalities to identify disaster debris clearance and removal service providers prior to an emergency. With this in mind, the City of Edinburg (City) wishes to contract with one or more firms to provide services related to collection, reduction, recycling, hazardous waste management, demolition, processing, hauling, and final disposition of disaster-related debris. If the City activates more than one firm after a disaster firms will be assigned clear territories (via dividing the City into grids) for their work to be performed and firms will need to contain their work to their assigned areas.

SECTION 1: PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline set forth below and, at a minimum, contain the information requested. Proposers are encouraged to include additional relevant information. At Proposers discretion, brochures may accompany required proposal materials; however, brochures will not be considered as substitution for other written requirements.

1.1 Proposal Format

The proposal must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity, and completeness are important and essential. Proposals must include labels that identify the sections of the proposal.

1.2 Letter of Transmittal

The letter of transmittal should be limited to two (2) pages and should include:

- 1.2.1 A brief statement of the Proposer's understanding of the work to be done.
- 1.2.2 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
- 1.2.3 A statement that (1) the person signing the transmittal letter is authorized to legally bind the Proposer, (2) the proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers, and (3) the proposal will comply with the requirements of this Request for Proposal ("RFP").
- 1.2.4 A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendor's proposed offerings.

1.3 Title Page

The title page should include the RFP subject and RFP number, the name and address of the Proposer, and the date of the proposal submission.

1.4 Table of Contents

The contents should be identified by section, description, and page number.

1.5 Certificate of Registration

The Proposer must furnish a "Certificate of Registration" that identifies the Proposer is authorized to conduct business in the State of Texas prior to the awarding of the contract.

1.6 Capabilities and Related Experience

Please provide a description of your organization's related experience and capabilities including a list of all projects completed within the last 2 years to include client references for each. Each Proposer must also provide a list of **all** debris removal, reduction, and disposal operations in excess of 500,000 cubic yards within the last 10 years where the Proposer was the prime contractor and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name, e-mail

address, phone number, and description of project. Proposers that do not meet these minimum qualifications will not be considered.

1.7 Qualifications of Key Personnel

Proposers must provide a listing of key personnel who would be assigned to the project, including their training (including FEMA courses/training completed), certifications, and years of experience. Proposers should also indicate which personnel will be primary contacts, which will be dedicated staff, and what role each staff member will play in execution of the contracted services.

1.8 Description of Work

Detailed requirements for describing the work to be performed, scope of services, and proposed costs are provided throughout this RFP.

1.9 Technical Proposal

Proposers should, at a minimum, provide the following information in the order listed below:

- 1.9.1 Proposer background, with specific detail regarding work on similar projects performed in excess of 500,000 cubic yards
- 1.9.2 Proposer technical experience regarding large-scale debris removal operations associated with tropical events, tornadoes, flooding, or other natural or manmade disasters
- 1.9.3 Organizational chart including proposed points of contact and a full-time project manager required to report to the City
- 1.9.4 Public information plan, including proposal of a Public Information Representative provided by the Proposer to interface with the City's Public Information Officer ("PIO")
- 1.9.5 Training (including FEMA courses/training) and professional experience (include all professional certifications) of proposed staff
- 1.9.6 A list of existing contracts, particularly those within the State of Texas
- 1.9.7 References from existing contracts and/or past clients (must include references from the successful completion of debris removal projects in excess of 500,000 cubic yards) within the past 10 years
- 1.9.8 A list of Sub-Contractors, including primary operating location(s)
- 1.9.9 A one to two-page company profile with a brief description of the firm, capabilities, experience, contact information, website, and additional resources
- 1.9.10 Detailed listing of Proposer's equipment and resources highlighting equipment directly owned by the proposer
- 1.9.11 A mobilization and operations plan
- 1.9.12 Construction drawings for Occupational Health and Safety Administration (OSHA)-compliant temporary inspection towers
- 1.9.13 Anti-collusion statement

- 1.9.14 Proposer's equipment and resource list – Proposers shall submit a list of on-site and off-site equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment (“PPE”), and other equipment that the Proposer determines suitable or necessary for the project.
- 1.9.15 Spill and Fire Prevention Plan – Proposers shall submit spill prevention and fire prevention plans tailored to on-site activities at the debris management site (“DMS”) or facility.
- 1.9.16 Contingency Plan – Proposers shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on site.
- 1.9.17 Employee Training Plan– Proposers shall submit a comprehensive training plan and detailed training outline for each position involved in debris removal and DMS(s) operations. Proposers should include copies of any training manuals.
- 1.9.18 Health and Safety Plan - Proposers shall submit information regarding their standard health and safety plan.
- 1.9.19 Description of Proposer's Safety Record – Proposers shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years by the Proposer.
- 1.9.20 Third-Party Certification – Proposer shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series, etc.

1.10 Safety

Proposer shall be solely responsible for maintaining safety at all work sites. Proposer shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. Proposer will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

1.11 Indemnification

In order to protect City from liabilities associated with on-site activities, transportation, and inherent Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”) liabilities involving disposal, the Proposer should supply its own labor and transportation, and dispose of waste at only EPA-permitted disposal facilities. The Proposer must agree to assume generator status and be responsible for preparing and signing all manifests related to the City's household hazardous collection and/or disposal facility.

Proposer agrees to and shall defend, indemnify, and hold City, their employees, officers, and legal representatives (collectively, “City”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this Agreement, including, without limitation, those caused by:

1. Proposer's and/or its agents', employees', officers', directors', or Proposers Sub-Contractors' actual or alleged negligence or intentional acts or omissions;

2. City's and Proposer's actual or alleged concurrent negligence, whether Proposer is immune from liability or not; and
3. City's and Proposer's actual or alleged strict products liability or strict statutory liability, whether Proposer is immune from liability or not.

Proposer shall defend, indemnify, and hold City harmless during the term of this Agreement and for four (4) years after this Agreement terminates. Proposer shall not indemnify City for City's sole negligence.

1.12 Release

Proposer, its predecessors, successors, and assigns hereby release, relinquish, and discharge City, its agents, employees, officers, and legal representatives from any liability arising out of City's sole and/or concurrent negligence and/or City's strict products liability or strict statutory liability for any injury, including death or damage to persons or property, where such damage is sustained in connection with or arising out of performance under this contract.

1.13 Insurance Requirements

Proposer shall obtain and maintain insurance coverage in effect during the term of this Agreement as set forth below and shall furnish certificates of insurance showing City as an Additional Insured, in duplicate form, prior to the beginning of the Agreement. Each policy, except those for Worker's Compensation and Employer's Liability, must (1) name City as Additional Insured parties on the original policy and all renewals or replacements, and (2) contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. Proposer's failure to maintain the required insurance coverage at any time during the contract period may be grounds for City to suspend the contract and to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least A and a Best's Financial Size Category of Class VII or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States.

Standard insurance policies and minimum amounts required are as follows:

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage
 - a. Each occurrence not less than \$1,000,000
 - b. General aggregate not less than \$2,000,000
 - c. The coverage shall include (but not be limited to) personal injury liability, premises/operations, and products/completed operations
2. Worker's Compensation and Employer's Liability Insurance
 - a. Employers' Liability insurance of \$1,000,000 per occurrence
 - b. Worker's Compensation as required by statute
3. Automobile Liability (for vehicles Proposer uses in performing under the Agreement, including Employer's Owned, Non-Ownership, and Hired Auto Coverage) with broad

- pollution liability endorsement and MCS-90 endorsement
- a. Combined Single Limit of \$1,000,000 per occurrence
- 4. Environmental Impairment Liability and/or Pollution Liability
 - a. \$3,000,000 per occurrence or claim and \$3,000,000 aggregate
- 5. Excess Liability
 - a. \$3,000,000 per occurrence and \$3,000,000 aggregate
- 6. Other Insurance
 - a. If requested by City, Proposer shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Proposer's operations under the Agreement.

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.

All of the insurance required to be carried by the Proposer hereunder shall be by policies that require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against City and shall give thirty (30) days written notice to City before they may be cancelled or materially changed. Within such thirty (30)-day period, Proposer covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or non-renewed, so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Proposer to obtain and keep in force the above-required insurance coverage shall authorize City, at its option, to terminate the Agreement at once. Proposer shall give written notice to City within five (5) days of the date on which total claims by any party against Proposer reduce the aggregated amount of coverage below the amounts required by the Agreement.

Proposer shall pay all insurance premiums, and City shall not be obligated to pay any premiums. Proposer shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against City.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the Sub-Contractor to cover their operations, and evidence such as insurance, satisfactory to City shall be furnished by the Proposer. In the event a Sub-Contractor is unable to furnish insurance in the limits required under the Agreement, the Proposer shall endorse the Sub-Contractor as an Additional Insured on his policies excluding Worker's Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

1.14 Financial Assurance

Proposer must submit the most current, unqualified, audited financial statement or SEC Form 10K for the proposing organization. Proposals submitted without the most current certified financial statement or U.S. Securities and Exchange Commission ("SEC") Form 10K shall be considered non-compliant with the RFP.

1.15 Performance Bonds

To ensure faithful performance, the Contractor shall provide to the City and maintain a Proposal Bond in the sum of \$500,000 for the duration of the Agreement. The Contractor's Proposal Bond shall be due upon signing of the Contract by the Contractor.

- (a) In the event the Contractor is notified by the City to commence disaster services in the form of a Notice to Proceed and Purchase Order ("PO"), the Contractor shall provide a Performance
- (b) and Payment Bond to the City within seven days. If the Performance and Payment Bond is not received within seven-days the Contractor shall forfeit their Proposal Bond.
- (c) The Performance and Payment Bond shall be in an amount at least equal to the estimated price of the work in the PO as determined by the City and in such form and with such securities are acceptable to the City. The City may require the Contractor to furnish other bonds, in such form and with such sureties as it may require. If the PO is increased by a change order, the Contractor shall be responsible to ensure that the Performance and Payment Bond has been amended accordingly and of copy of the amendment shall be provided to the City's Debris Manager. The maximum amount of any Bond shall not exceed 10 million dollars.
- (d) A Performance and Payment Bond shall be issued for each PO. Performance and Payment Bonds must be maintained until the PO has been completed and approved by the City. Upon the successful completion of PO work, the Performance and Payment Bonds shall be released by the City.
- (e) If the Surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements imposed by the City, the Contractor shall within five (5) calendar days substitute another Bond and Surety, both of which shall be acceptable to the City.
- (f) If the Contractor cannot obtain another bond and surety within (5) calendar days, the City shall accept, and the Contractor shall provide an irrevocable letter of credit drawn on a Texas bank until the bond and surety can be obtained.

1.16 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City shall suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time, therefore the Contractor shall pay the City, as liquidated damages, the following:

- (a) The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources requested by the City, within seventy-two (72) hours of being issued a PO.
- (b) The Contractor shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

- (c) The Contractor shall pay the City, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one-bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).
- (d) The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor. Application of liquidated damages does not release the Contractor from the responsibility of resolving, repairing or paying for damages.
- (e) If Contractor personnel, including their subcontractors, are documented collecting debris from areas that are not listed in a PO (ie., private property, vacant lots, land clearing debris), then liquidated damages shall be assessed at \$1000.00 per incident. An incident shall entail each individual property as identified by a property identification number.
- (f) If Contractor personnel, including its subcontractors, leave their assigned area prior to completion of the work specified in the PO, "cherry pick" debris within their assigned area or collect debris from outside of their assigned area, then liquidated damages shall be assessed at \$1000.00 per occurrence. In the event of leaving an assigned area prior to completion of work specified in the PO, the liquidated damage shall be assessed at \$5000.00 per day until work has resumed in the assigned area.
- (g) At each vegetative debris management site, if grinding is selected as a volume reduction alternative, the Contractor shall be required to grind a minimum of 200-300 cubic yards per hour per grinder during operating hours. The Contractor and City may agree to a different rate if needed. The new established rate shall then be the performance standard for a specific PO. The minimum rate shall be achieved no later than the third calendar day after receipt of the mobilization PO. Liquidated damages shall be assessed at \$10,000.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.
- (h) All work, including site restoration of debris management sites, prior to close-out shall be completed within 30 calendar days after receiving notice from the City that the last load of debris has been delivered, unless the City initiates additions or deletions to the agreement by written POs. Subsequent changes in completion times shall be equitably negotiated by both parties pursuant to applicable state and federal laws. Liquidated damages shall be assessed at \$2,000.00 per calendar day for any time over the maximum allowable time established.
- (i) All work for the collection of debris from public roads, rights-of-way and other areas as directed by the City in POs shall be completed on or before the recorded completion date. Liquidated damages shall be assessed at \$5000.00 per calendar day for any day in which the recorded completion date has not been achieved to the satisfaction of the City.
- (j) Failure of the Contractor to meet the required specifications listed in a PO or meet any deadline specified herein or listed in a PO shall result in liquidated damages as specified in each PO.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

1.17 Contract term

The initial contract term will be for five (5) years with an optional three (3) year and two (2) year extension allowing for a ten (10) year total contract term. Prices will be reviewed at each optional renewal and increased if necessary based on review of the consumer price index (“CPI”).

1.18 Invoice Schedule

The Proposer will invoice the City for work completed no more frequently than every two weeks.

1.19 Retainage

The City will hold a 10% retainage on all Proposer invoices until satisfactory completion of the project and resolution of all damages.

SECTION 2: TERMS AND DEFINITIONS

Definitions of key terms used in this RFP are provided below.

2.1 Approved Final Disposal Site

2.1.1 A final disposal site approved in writing by the City.

2.2 Authorized Representative

2.2.1 City employees and/or contracted individuals designated by the City or City debris manager.

2.3 Cleanup Crew

2.3.1 A group of individuals or an individual employed by Proposer to collect disaster debris.

2.4 Construction and Demolition (“C&D”) Debris

2.4.1 Federal Emergency Management Agency (“FEMA”) Publication 104-009-2, Public Assistance Program and Policy Guide, defines eligible C&D debris as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.) Current eligibility criteria include the following:

- a. Debris must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way (“ROW”).
- b. Debris removal must be the legal responsibility of the applicant.
- c. Debris must be a result of a major disaster.

2.5 Debris

2.5.1 Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

2.6 Debris Management Site (“DMS”)

- 2.6.1 A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris management site (“TDMS”) or temporary debris storage and reduction site (“TDSRS”) or temporary debris staging and processing facility (“TDSPP”).

2.7 Debris Manager

- 2.7.1 The City will designate a debris manager, who will provide oversight for all phases of debris removal operations.

2.8 Debris Removal

- 2.8.1 Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

2.9 Demolition

- 2.9.1 The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

2.10 Description of Designated Area

- 2.10.1 The designated area for debris removal is bounded by City limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the City. The Proposer will remove debris from municipal roadways at the direction of the City. The City may also authorize the Proposer to remove debris from Non-City roadways or other areas as directed in writing by the City.
- 2.10.2 All debris identified by City shall be removed. Proposer shall make up to two complete passes through the City’s limits, removing all debris along each ROW. The City may or may not require the Proposer to perform a third pass. Partial removal of debris piles is strictly prohibited. The Proposer shall not move from one designated area to another designated area without prior approval from the City or its representative. Any eligible debris (such as fallen trees) that extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris that lies within the ROW shall be removed. The Proposer shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the City.
- 2.10.3 Proposer shall deliver debris to DMS and final disposal sites that have been permitted to receive disaster debris and will adhere to all local, state, and federal regulations.
- 2.10.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs or branches shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.
- 2.10.5 All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by City.

- 2.10.6 Loose leaves and small debris in excess of one (1) bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site. Hand crews and rakes will be required.
- 2.10.7 The Proposer will provide an on-site project manager to the City. The project manager shall provide the City with a telephone number at which the project manager can be reached throughout the project. The project manager will be expected to have daily meetings with City representatives. Daily meeting topics will include (but will not be limited to) volume of debris collected, completion progress, local coordination, and damage repairs. City may adjust the frequency of meetings. Proposer project manager must be available 24 hours-a-day, or as required by the City.
- 2.10.8 City does not warrant or guarantee the availability or use of any final disposal sites. Proposer must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by City.
- 2.10.9 Proposer will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris from DMS sites. Payment for disposal costs (such as tipping fees) incurred by the Proposer at permitted disposal facilities, or other City-approved sites that meet local, state, and federal regulations for disposal, will be made at the cost incurred by the Proposer. The Proposer must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Proposer payment to the disposal facility.
- 2.10.10 Proposer shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.10.11 Proposer shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours or sooner, depending on the extent of the disaster. Operations must begin within seventy-two (72) hours of notification by the City. Depending on the category of the event, the City may request immediate mobilization.
- 2.10.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act. For any project that requires a federal permit or receives federal funding is subject to Section 7 (see Section 2.13 Endangered Species Act). Proposer and City will comply with the findings of the Section 7 Endangered Species Act consultation, if applicable.

2.11 Disaster-Specific Guidance (“DSG”)

- 2.11.1 A policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to by its numerical identification.

2.12 Eligible

- 2.12.1 Qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the City to the Proposer) of the FEMA Public Assistance Grant Program, FEMA Publication 104-009-2 (additional information below),

and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

2.13 Endangered Species Act

2.13.1 Section 7 of the Endangered Species Act, *16 U.S.C. § 1536(a)(2)*, requires all federal agencies to consult with the National Marine Fisheries Service (“NMFS”) for marine and anadromous species, or the U.S. Fish and Wildlife Service (“FWS”) for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. “Action” is defined broadly to include funding, permitting, and other regulatory actions. (See *50 C.F.R. § 402.02*.)

2.13.2 Each federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such species may be present, the local government must conduct a biological assessment (“BA”) to analyze the potential effects of the project on listed species and critical habitat to establish and justify an effect determination (assistance and coordination may be available from the State of Texas, especially with transportation projects). The federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

2.14 FEMA Publication 104-009-2 Public Assistance Program and Policy Guide

2.14.1 This publication is specifically dedicated to the rules, regulations, and policies associated with public assistance programs and the debris removal process. Familiarity with this publication and any revisions can help a local government limit the amount of non-reimbursable expenses. The Public Assistance Program and Policy Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:

- a. Eliminating immediate threats to lives, public health, and safety.
- b. Eliminating immediate threats of significant damage to improved public or private property.
- c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

2.15 Grinding

2.15.1 Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

2.16 Hazardous Hanging Limbs

2.16.1 A limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 104-009-2 are:

- a. The limbs or branches extend over the public ROW;
- b. The broken limbs or branches measure two inches or larger in diameter at the point of breakage; and
- c. The limbs or branches are still hanging in a tree and threatening a public use area, e.g. trails, sidewalks, golf cart path.

2.17 Hazardous Leaning Tree

2.17.1 A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six (6) inches or greater measured 4.5 feet above ground level; and one or more of the following criteria are met (according to FEMA Publication 104-009-2):

- a. The tree has a split trunk.
- b. The tree has a broken canopy.
- c. The tree is leaning at an angle greater than thirty (30) degrees.

2.18 Hazardous Stump

2.18.1 A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 104-009-2 are:

- a. The stump has fifty (50) percent or more of the root ball exposed.
- b. The stump is 2 feet or larger in diameter when measured 2 feet from the ground.
- c. The stump is located on a public ROW.
- d. The stump poses an immediate threat to public health and safety.

Loose stumps (not attached to the ground) and stumps under two feet in diameter measured 2 feet from the ground and meeting the criteria 2.18.1 (a) (c) and (d) above will be removed as ROW Vegetative Debris as outlined in Section 3.2.

2.19 Historic Preservation

2.19.1 In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations.

2.20 Household Hazardous Waste (“HHW”)

2.20.1 The Resource Conservation and Recovery Act (“RCRA”) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- a. HHW must be located within a designated area and be removed from an eligible applicant’s improved property or ROW.
- b. HHW removal must be the legal responsibility of the applicant.

c. HHW must be a result of a major disaster.

2.20.2 The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by Proposer with written authorization by City. Hazardous waste must be disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

2.21 Monitor

2.21.1 Person that observes day-to-day operations of debris removal crews and provides documentation of contract line items as well as QA/QC of documentation completed in the field. FEMA sets forth guidelines for eligibility. Eligibility determinations are not complete until they are reviewed by QA/QC staff prior to the approval of invoices. Monitor and Proposer must work together to ensure eligible work is being performed meeting the City's expectations and contractual requirements and complying with all applicable federal, state, and local regulations. May also be referred to as a field inspector.

2.22 Personal Protective Equipment (PPE)

2.22.1 Equipment worn to minimize exposure to a variety of hazards.

2.23 Recycling

2.23.1 The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

2.24 Refrigerant

2.24.1 Ozone-depleting compound that must be removed from white goods or other refrigerant-containing items prior to recycling or disposal.

2.25 Right-of-Entry (ROE)

2.25.1 As used by FEMA, the document by which a property owner confers to the City or its Proposer or the U.S. Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

2.26 Right-of-Way (ROW)

2.26.1 The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

2.27 Scale/Weigh Station

2.27.1 A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

2.28 Tipping Fee

2.28.1 A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

2.29 Used Electronics

2.29.1 End-of-life electronics (typically televisions, computers, and related components) that have been damaged by the disaster. May also be referred to as e-waste.

2.30 Vegetative Debris

2.30.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.

2.30.2 Remains of standing trees that are clearly damaged beyond salvage.

2.31 White Goods

2.31.1 As outlined in FEMA Publication 104-009-2, eligible white goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- b. White goods removal must be the legal responsibility of the applicant.
- c. White goods must be a result of a major disaster.

SECTION 3: SCOPE OF WORK AND RATE SCHEDULE ITEMS

Proposer shall have the capacity to manage a major workforce with multiple Sub-Contractors and to cover the expenses of a major recovery prior to being paid by City. Established management teams must be in place. Proposer shall have the resources to provide the equipment and personnel necessary to cover a disaster. Upon activation by the City, the Proposer must have the capability to have equipment and operators on site within 72 hours to respond to the incident. Proposer shall have experience in five (5) debris removal, reduction, and disposal operations in excess of 500,000 cubic yards within the past ten (10) years where the Proposer was the prime Proposer.

It shall be Proposer's responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once City issues a Notice to Proceed to Proposer, unless otherwise directed in writing by City. The City reserves the right to utilize one or more Proposer's to remove debris efficiently. The City also reserves the right to utilize different contractors for various elements including, but not limited to, emergency road clearance, right of way debris removal, and DMS management.

It shall be Proposer's responsibility to load and transport debris according to the production rate schedule below.

- a. Up to fifty thousand (50,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
- b. Up to one hundred fifty thousand (150,000) cubic yards 15 calendar days from NTP.
- c. Up to two hundred fifty thousand (250,000) cubic yards 30 calendar days from NTP.
- d. Up to five hundred thousand (500,000) cubic yards 60 calendar days from NTP.
- e. Greater than five hundred thousand (500,000) cubic yards after 60 calendar days, one hundred fifty thousand (100,000) cubic yards every 15 calendar days thereafter.
- f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.

Payment for disposal costs (such as tipping fees) incurred by Proposer at a City-approved final disposal site that meets local, state, and federal regulations for disposal will be reimbursed by City as a pass-through cost. Prior to reimbursement by the City, Proposer must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of Proposer payment to the disposal facility.

The scope of work under this contract includes the following elements:

3.1 Emergency Road Clearance

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from City roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the City shall be clear and passable within a reasonable amount of time as overseen by the City. What constitutes a reasonable period for emergency push operations will be defined by the City at the time of a notice to proceed. This may include roadways in municipalities within the City. Roadways will be cleared as directed by the City. The Proposer shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared.

Services performed under this contract element will be compensated using a mutually agreed upon Hourly Labor and Equipment Price Schedule (Schedule 1).

3.2 ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the City ROW to a City-approved DMS or approved final disposal site in accordance with all federal, state, and local regulations.

- 3.2.1 Vegetative debris in the City ROW is defined as debris resulting from a hurricane or other natural or human-caused disaster, which has been or will be placed along public ROWs, easements, City parks, alleys, City debris staging areas, and other areas as designated by the City.
- 3.2.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- 3.2.3 Proposer will remove vegetative debris as directed by the City.
- 3.2.4 All Eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by City or its authorized representative.
- 3.2.5 Proposer must provide traffic control as conditions require or as directed by the City.
- 3.2.6 Entry onto private property for the removal of Eligible vegetative debris will only be permitted when directed by the City or its authorized representative. City will provide specific ROE legal and operational procedures.

3.3 ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to pick up and transport eligible C&D debris from the City ROW to a City-approved DMS or final disposal site in accordance with all federal, state, and local regulations.

- 3.3.1 C&D debris in the City ROW is defined as disaster-generated debris that has been or will be placed along public ROW, easements, City parks, alleys, and City debris staging areas.
- 3.3.2 For the purposes of this contract, Eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- 3.3.3 Proposer will remove C&D debris from the ROW as directed by the City.
- 3.3.4 Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved DMS or final disposal site as specified by the City. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- 3.3.5 All Eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the City or its authorized representative.
- 3.3.6 Proposer must provide traffic control as conditions require or as directed by the City.
- 3.3.7 Entry onto private property for the removal of Eligible C&D debris will only be permitted when directed by the City or its authorized representative. City will provide specific ROE legal and operational procedures.
- 3.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved DMS or final disposal sites. City or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

3.4 Demolition, Removal, Transport, and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to decommission, demolish, and dispose of eligible non-regulated asbestos-containing material (“non-RACM”) structures on private property within the jurisdictional limits of the City. Under this service, work will include asbestos-containing material (“ACM”) testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to a City-approved final disposal site in accordance with all federal, state, and local regulations.

- 3.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the City.
- 3.4.2 Entry onto private property will only be permitted when directed by the City. City will provide specific ROE legal and operational procedures.
- 3.4.3 Proposer is required to strictly adhere to all local, state, and federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.
- 3.4.4 Decommissioning consists of the removal and disposal of all HHW, used electronics, white goods, and scrap tires from a non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local regulations.
- 3.4.5 Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- 3.4.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City’s authorized representative.
- 3.4.7 Once the debris removal vehicle has been issued a load ticket from the City’s authorized representative, the debris removal vehicle will proceed immediately to a City-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 3.4.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the City or its authorized representative. City will provide

specific ROE legal and operational procedures for private property debris removal programs if requested.

3.5 Demolition, Removal, Transport, and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a City-approved final disposal site in accordance with all federal, state, and local regulations.

- 3.5.1 Proposer is required to strictly adhere to all local, state, and federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- 3.5.2 Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable local, state, and federal regulations.
- 3.5.3 Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- 3.5.4 Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City's authorized representative.
- 3.5.5 Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 3.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the City or its authorized representative. City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

3.6 DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the City prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the City. City may provide Proposer with potential DMS(s). Proposer will be responsible for documenting the condition of the sites prior to their use as DMS(s), and for returning the DMS(s) to their original condition, abiding by all state and federal environmental regulatory requirements, and the following:

- a. If City DMS locations are identified, the Proposer will be provided with the

address, Global Positioning System (“GPS”) coordinates, and estimated acreage of each DMS.

- b. Based on the severity of the disaster, City may require Proposer to locate additional sites to be used as DMS(s). If private sites are identified to be leased, the Proposer may be tasked with executing the lease and could bill these costs to the City as a pass-through cost.
- c. The Proposer will be responsible for conducting pre-condition baseline underground water and soil sampling and testing of DMS as well as comparable closeout sampling and testing.
- d. DMS(s) operations and remediation must comply with all local, state, and federal safety and environmental standards. Proposer reduction, handling, disposal, and remediation operations must be approved in writing by the City.

City reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.

- 3.6.1 Managing DMS location includes helping to obtain necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency (“EPA”), Texas Commission on Environmental Quality (“TCEQ”), Texas Historical Commission, or other State and County agencies. Proposer shall also be responsible for all costs associated with third-party groundwater and soil testing.
- 3.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), as outlined in Section 2.10 Description of Designated Area.
- 3.6.3 Proposer is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- 3.6.4 Proposer is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).
- 3.6.5 Proposer is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).
- 3.6.6 Proposer is responsible for providing twenty-four (24)-hour security at DMS(s).
- 3.6.7 Proposer will only permit Proposer vehicles and others specifically authorized by the City or its authorized representative on DMS locations.
- 3.6.8 Proposer is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).

- 3.6.9 Proposer is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).
- 3.6.10 Proposer is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The City will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)
- 3.6.11 Proposer shall provide tower(s) from which the City or its authorized representative can make volumetric load calls. The tower provided by the Proposer will meet required minimum specifications, detailed in Section 3.20 Debris Site Tower Specifications.
- 3.6.12 Proposer is responsible for operating the DMS(s) in accordance with OSHA, EPA, and TCEQ guidelines.
- 3.6.13 Upon completion of haul-out activities, the Proposer shall restore the site to its original condition prior to site use at their own expense, abide by all local, state, and federal environmental regulatory requirements, and obtain a written release from the City or its authorized representative. Site remediation will include (but is not limited to) ensuring all debris, mulch, and other residual material is adequately removed, returning the original site grade and other physical features including sodding if necessary. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and TCEQ. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS(s) operations.

3.7 DMS Management and Reduction by Grinding

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the City. Grinding must be approved by the City prior to commencement of reduction activities.

- 3.7.1 All unreduced disaster debris must be staged separately from reduced debris at the DMS(s).
- 3.7.2 Grinding activities must begin within seven days of the opening of the DMS with adequate equipment available to process the type of debris entering the site and prevent stockpiling of excess debris at the DMS.
- 3.7.3 Proposer must obtain City's approval to reduce C&D debris. If approved for reduction by the City, C&D debris must be reduced via grinding in order for the City to compensate the Proposer for reduction. Incineration, mauling or driving over of C&D are not acceptable methods of C&D reduction.

3.8 DMS Management and Reduction by Incineration

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous

costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the City. Incineration must be approved by the City prior to commencement of reduction activities.

- 3.8.1 All unreduced disaster debris must be staged separately from reduced debris at the DMS(s).

3.9 Haul-Out of Reduced Debris from DMS to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from a City-approved DMS(s) to a City-approved final disposal site in accordance with all local, state, and federal regulations.

- 3.9.1 All unreduced disaster debris must be transported to a final disposal site separately from reduced debris.
- 3.9.2 Proposer shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.
- 3.9.3 Proposer shall not use any disposal site without the written consent of the City. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the City prior to issuing any such authorization.
- 3.9.4 Proposer shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, Proposer, and City for permission to post a City inspector at the site for verification of each load disposed.
- 3.9.5 Proposer shall provide a sufficient number of debris site towers and/or certified scales meeting City specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall decide what constitutes an excessive wait time. To the extent that the City determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the City's request and certified scales must be operational within five (5) business days of the City's request.
- 3.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.
- 3.9.7 Proposer shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by City.

3.10 Removal of Hazardous Leaning Trees and Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four and a half (4.5) feet from the base of the tree, and eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and in the City ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with Section 3.2 of this RFP. Eligible hazardous leaning trees less than six (6) inches in

diameter, measured four and a half (4.5) feet from the base of the tree, will be flush cut, loaded, and removed in accordance with Section 3.2 of this RFP. The City will not compensate the Proposer for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then the Proposer must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

3.10.1 Eligible hazardous leaning trees will be identified by the City or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the City ROW or private property will be performed as identified by the City or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the Proposer in writing by the City or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- a. The tree has a broken canopy.
- b. The tree has a split trunk.
- c. The tree has fallen or been uprooted within a public use area.
- d. The tree is leaning at an angle greater than thirty (30) degrees.

3.10.2 Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and on the City ROW or private property will be performed as identified by the City's authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Proposer in writing by the City's authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- a. The limb is two (2) inches or greater in diameter at the point of the break.
- b. The limb is still hanging in a tree and threatening a public use area.
- c. The limb is located on improved public property.

3.11 Removal of Hazardous Stumps

3.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to remove all hazardous uprooted stumps two (2) feet or greater in diameter, measured 2 feet from the base of the tree, in the City ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the City ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 3.2 of this RFP. Stumps measured two (2) feet from the base of the tree and less than two (2) feet in diameter will be considered normal vegetative debris and will be removed in accordance with Section 3.2 of this RFP. City will not compensate Proposer

for removing hazardous stumps less than two (2) feet in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than two (2) feet will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see Attachment 1, FEMA Stump Conversion Table) and will be removed under the terms and conditions of Section 3.2 of this RFP.

3.11.2 Eligible hazardous stumps will be identified by the City for removal. Removal and transportation of hazardous uprooted stumps in the City ROW and private property will be performed as identified by the City. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to Proposer in writing by the City. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:

- a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
- b. Fifty (50) percent or more of the root ball is exposed.
- c. The stump is on City ROW and poses an immediate threat to public health, safety, or welfare.

3.11.3 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 3.2. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 3.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Attachment 1, FEMA Stump Conversion Table).

3.11.4 The City or its representative will measure and certify all stumps before removal.

3.11.5 Stumps shall only be collected after the City and the Proposer document and perform the following:

- a. Location – Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
- b. Size – Measure and record the diameter of the stump to be removed at the appropriate location.
- c. Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
- d. Stump Worksheet – Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: (1) names and signatures of parties present; (2) physical location (street address, road cross streets, etc.); (3) stump number; (4) size of the stump; and (5) date of stump removal.

3.11.6 The unit stump price shall include (but not be limited to) stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

3.12 ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City-approved DMS, decontamination, and transportation to the City's approved final disposal site.

- 3.12.1 White goods containing refrigerants must first have such refrigerants removed by the Proposer's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- 3.12.2 The removal, transportation, and disposal of white goods includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all local, state, and federal regulatory agencies.
- 3.12.3 There are no disposal fees for residential white goods.

3.13 Used Electronics

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to the City-approved final disposal site. Eligible used electronics includes (but is not limited to) disaster-damaged televisions, computers, computer monitors, and microwaves in areas identified and approved by the City. Proposer shall recycle or dispose of all eligible used electronics in accordance with all local, state, and federal regulations.

3.14 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

- 3.14.1 The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulations.
- 3.14.2 The collection methods shall include collection vehicles supplied by the Proposer, which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D PPE and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. Proposer personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including polychlorinated biphenyls ("PCB"). Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the City or Proposer as directed by the City. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.
- 3.14.3 Removal of HHW from DMS to approved final disposal site.

3.15 Abandoned Vessel and Vehicle Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the City. The removed eligible vehicles will be hauled to a City-approved staging area and subsequently disposed of by the appropriate regulatory agency.

- 3.15.1 The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulations.

3.16 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the City to an approved final disposal site. The carcasses will be hauled to a City-approved staging area and subsequently disposed of by the appropriate regulatory agency.

- 3.16.1 The Proposer will coordinate activities with the appropriate local animal control agency.
- 3.16.2 The removal, transportation, and disposal of animal carcasses includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulations.

3.17 Other Debris Removal Work

Neither the Proposer nor any Sub-Contractor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement. City reserves the right to require Proposer to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed (additional information in Section 3.26 Documentation and Measurement).

3.18 Use of Local Resources

Proposer will be able to use their own Sub-Contractor resources to meet the obligations of the contract. FEMA encourages using local resources. The City will establish the extent to which Proposer must use local resources. It is expected that the awarded Proposer will encourage at least thirty (30) percent of Sub-Contractors are resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workmen at the City's discretion. Proposer will provide a list of Sub-Contractors with proposal submission.

3.19 Working Hours

Working hours of this contract shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the City. No work outside these hours shall be allowed unless approved in advance by the City.

- 3.19.1 Proposer shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be

performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Proposer. Unless otherwise directed, the Proposer must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis.

3.20 Debris Site Tower Specifications

Proposer shall provide as many towers as designated by the City at each disposal site for the use of City representatives during their inspection of dumping operations.

- 3.20.1 If ingress and egress of the DMS(s) is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, Proposer may be required to provide a second tower.
- 3.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Proposer for the construction of towers is an overhead expense considered part of the Proposer's compensation under the terms and conditions of Section 5 Proposer Compensation.
- 3.20.3 Proposer shall provide a minimum of one (1) portable toilet at each dump site for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the Proposer throughout dumping operations. The expense incurred by the Proposer for the operation of portable toilets is an overhead expense considered part of the Proposer's compensation under the terms and conditions of Section 5 Proposer Compensation.
- 3.20.4 Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City due to unsuitable conditions at the tower.

3.21 Equipment

- 3.21.1 All trucks and other equipment must comply with all applicable local, state, and federal regulations. Any truck used to haul debris must be capable of rapidly unloading without the assistance of other equipment, and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- 3.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2)-inch by six (6)-inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the City or authorized representative prior to its use by Proposer.
- 3.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. Proposer shall not solicit work from private

citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will Proposer mix debris hauled for others with debris hauled under this contract.

- 3.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.
- 3.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City.
- 3.21.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the City following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.
- 3.21.7 Proposer shall supply a list of all equipment owned by the proposer with their proposal submittal.

3.22 Traffic Control

- 3.22.1 Proposer shall mitigate the effects of their operations on local traffic to the fullest extent practical. The Proposer is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.
- 3.22.2 Proposer shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all Proposer work areas to ensure the safety of vehicular and pedestrian traffic.
- 3.22.3 Proposer shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.
- 3.22.4 All work shall comply with all applicable local, state, and federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by Proposer. No further work shall take place until the deficiency is corrected. Neither the City nor the City's authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.
- 3.22.5 Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided by the Proposer to properly control and direct traffic.
- 3.22.6 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's ("FHWA") Manual on Uniform Traffic Control Devices ("MUTCD") for Streets and Highways. The foregoing

requirements are to be considered as minimum and the Proposer's compliance shall in no way relieve the Proposer of final responsibility for providing adequate traffic control devices for the protection of the public and Proposer's employees throughout the designated area.

3.23 Damage to Public or Private Property

- 3.23.1 All items damaged as a result of Proposer or Sub-Contractor operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the Proposer, at their expense, in a manner prescribed by and at the sole satisfaction of the City. Proposer will be responsible for any invoices submitted to the City (such as by utility companies or landowners) that are determined to be the result of damage done by the Proposer. The City reserves the right to pay any such invoices and deduct the cost from the Proposer's invoice. Repairs or receipt of repairs shall be completed and submitted to the City prior to submission of the Proposer's invoice for work accomplished. If the Proposer fails to repair any damaged property, the City may have the work performed and charge the Proposer.
- 3.23.2 The Proposer shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means necessary.
- 3.23.3 Proposer's failure to restore damage to public or private property to the satisfaction of the City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.

3.24 Existing Utilities

- 3.24.1 Some trees and debris that are to be removed under this Agreement may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Proposer's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The Proposer shall pay all such costs to the utility company for any adjustments.
- 3.24.2 The Proposer shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the Proposer.

3.25 Environmental Protection

- 3.25.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.
- 3.25.2 Proposer shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all local, state, and federal regulations and the approval of the City. Proposer shall comply in a timely manner with all directions of the City regarding the use of a water truck or other approved dust abatement measures.
- 3.25.3 Proposer shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

3.26 Documentation and Measurement

- 3.26.1 Prior to beginning any work, the City or its authorized representative shall clearly number each truck or piece of equipment hauling or loading debris with a placard. All vehicles must be certified by the City or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by a City authorized representative each time it returns to work from other contracts or communities.
- 3.26.2 Proposer is responsible for ensuring that all Sub-Contractors maintain valid driver's licenses and equipment legally fit for travel on the road.
- 3.26.3 Proposer shall designate one project manager. The project manager shall provide the City with a telephone number at which the project manager can be reached throughout the project.
- 3.26.4 It is the City's preference to use an electronic system for load tickets. An Automated Debris Management System ("ADMS") or paper load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. If an ADMS is used a copy of the electronic ticket will be printed for the vehicle operator at the dump site. If paper tickets are to be used each load ticket shall consist of one (1) original and four (4) carbon-copy duplicates and will be distributed as follows:
- a. Load tickets will be issued by a City-authorized representative at the loading site. City will keep one (1) copy of the ticket, and give four (4) copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four (4) copies to the City-authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection; the City-authorized representative present at the dump site will make this determination. The City-authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. City will keep the original copy and the three (3) remaining duplicate copies will be returned to the vehicle operator for the Proposer's records.
- 3.26.5 Proposer shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the City.

3.27 Ownership of Debris

All debris residing in the City ROW and City-provided DMS(s) as a result of the disaster shall be the property of the City until final disposal at a properly permitted disposal site. Proposer shall be responsible removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, City will direct residents to place debris in segregated piles along the ROW, separated according to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

3.27.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the City. Collection of municipal solid waste (“MSW”) is outside the scope of this contract. All debris outside the scope of the contract handled by the Proposer shall become the property of the Proposer upon collection.

3.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. TCEQ may issue orders for the classification and disposition of all disaster debris. Based on the mandates of TCEQ and other applicable state and federal reimbursement agencies, the character and disposal of waste streams will be determined. The Proposer and City will establish a final disposal plan based on these mandates.

3.28 City Responsibilities

City responsibilities will vary depending on City needs and resources. The City, at a minimum, will be responsible for the following:

- a. Coordinating collection activities with the Proposer
- b. Completing the City service request form
- c. Identifying suitable DMS activities
- d. Promoting debris management activities
- e. Providing educational materials
- f. Submitting post-collection DMS(s) data reports to TCEQ
- g. Recruiting and coordinating volunteers
- h. Coordinating with local police, fire, emergency medical services (“EMS”), and other appropriate agencies
- i. Providing emergency contact information
- j. Executing the contract with selected Proposer(s)
- k. Issuing a written Notice to Proceed at the appropriate time

SECTION 4: EVALUATION AND SELECTION PROCESS

1. City will evaluate proposals using the following criteria:
 - a. **Proposal Requirements and Completeness of Proposal** **5 points**
 - b. **References, Experience, Reputation, and Compliance** **30 points**
 - Experience and reputation in managing debris removal and disposal projects within state and federal regulations and guidelines
 - Personnel experience and training
 - Financial stability
 - c. **Debris Management Services** **25 points**
 - Degree of City liability in proposed debris management methods
 - Breadth of service and number of contracts the Proposer can handle
 - Debris management methods and commitment to City debris management preferences
 - Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
 - Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately
 - Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) and community types (for example, rural, urban, and suburban)
 - d. **Responsiveness of Proposal** **20 points**
 - Demonstrated understanding of City and City needs
 - Demonstrated understanding of requirements of the RFP and contract
 - Quality of proposal and impressions of response as it relates to project
 - Additional services, ideas, or products that will benefit City
 - e. **Price** **20 points**
 - Reasonableness of Cost
2. An evaluation team will review all proposals received to determine the extent to which they comply with the requirements herein. The evaluation team may include representatives from local governments, City, or others with relevant expertise.
3. If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that the proposal is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.
4. Proposals containing false or misleading statements may be rejected if the City regards the information as intentionally misleading regarding a requirement of the RFP.
5. During the evaluation process, City may require a Proposer representative to answer questions regarding the proposal. Proposer's failure to demonstrate that the claims made in the proposal are true may be sufficient cause for deeming a proposal non-responsive.

SECTION 5: CONTRACTOR COMPENSATION

Schedule 1

Hourly Labor, Equipment, and Material Price Schedule

(Scope of Service Item 1)

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
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			
Dump 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, 200 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			

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)			
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)			
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)			
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)			
Tub Grinder, 800 to 1,000 HP			
Hydraulic Excavator, 1.5 CY (w/ thumb)			
Hydraulic Excavator, 2.5 CY (w/ thumb)			
Truck, Flatbed			
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 FT Lift			
Water Truck, 2500 Gal (Non-Potable, Dust Control and Pavement Maintenance)			
Wheel Loader, 3 CY, 152 HP			
Wheel Loader, 4.0 CY, 200 HP			
Wheel Loader-Backhoe, 1.5 CY, 95 HP			
Other – Please List			

Labor Category	Estimated Hours	Hourly Labor Rate	Hourly Labor Rate
Operations Manager w/Cell Phone and .5 Ton Pickup			
Crew Foreman w/Cell Phone and 1 Ton Equipment Truck w/Small Tools and Misc. Supplies in Support of Crew			
Tree Climber/Chainsaw and Gear			
Laborer w/Chain Saw			
Laborer w/Small Tools, Traffic Control, or Flag person			
Bonded and Certified Security Personnel			
Other – Please List			

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools			
Other – Please List			

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
1 ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City-approved final disposal site.	75,000			
0 to 15.99 miles	120,000			
16 to 30.99 miles	50,000			
31 to 60.99 miles	5,000			
Greater than 61 miles				
2 ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	25,000			
0 to 15.99 miles	35,000			
16 to 30.99 miles	15,000			
31 to 60.99 miles	1,000			
Greater than 61 miles				

3	Demolition, Removal, Transport and Disposal of Non-RACM Structures	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	0 to 15.99 miles	500			
	16 to 30.99 miles	500			
	31 to 60.99 miles	200			
	Greater than 61 miles	100			
4	Demolition, Removal, Transport and Disposal of RACM Structures	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	0 to 15.99 miles	500			
	16 to 30.99 miles	500			
	31 to 60.99 miles	200			
	Greater than 61 miles	100			

	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
5 DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	200,000			
6 DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	175,000			
7 DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	25,000			
8 Haul-Out of Reduced Debris to City-Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	10,000			
	15,000			
	25,000			
9 Removal of Hazardous Trees and Limbs	20,000		Total	

Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.

	Estimated Quantity	\$ Per Tree	
6-inch to 12.99-inch diameter	1,500		
13-inch to 24.99-inch diameter	1,000		
25-inch to 36.99-inch diameter	750		
37-inch to 48.99-inch diameter	300		
49-inch and larger diameter	100		
Hanger Removal (per Tree)	3,000		

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED

	Estimated Quantity	\$ Per Stump	Total
10 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.	500		
24.0-inch to 36.99-inch diameter	250		
37-inch to 48.99-inch diameter	50		
49-inch and larger diameter			
11 ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to City-approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City-approved DMS to City-approved facility for recycling.	250		
Refrigerators and freezers requiring refrigerant recovery and decontamination	500		
Washers, dryers, stoves, ovens, AC units, and hot water heaters			
12 Used Electronics Removal Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	250		

13 Household Hazardous Waste Removal, Transport, and Disposal	Estimated Quantity	\$ Per Pound	Total
Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.	10,000		
14 Abandoned Vehicle Removal	Estimated Quantity	\$ Per Unit	Total
Work consists of the removal and transport of eligible abandoned vehicles.	50		
Passenger Car			
Single Axle	25		
Double Axle	25		
15 Abandoned Vessel Removal	Estimated Quantity	\$ Per Unit	Total
Work consists of the removal and transport of eligible abandoned vessels.	75		
Vessels less than 20 linear feet			
Vessels 21 linear feet and greater	50		
16 Dead Animal Carcasses	Estimated Quantity	\$ Per Pound	Total
Work consists of the recovery and disposal of dead animal carcasses.	50		
Total	\$		

Appendix G
HEALTH AND SAFETY STRATEGY

Health and Safety Strategy

Purpose

The purpose of this health and safety strategy is to supplement existing safety guidelines for the City of Edinburg, Texas regarding debris removal activities. These are recommended baseline safety provisions. Ultimately, health and safety are the responsibility of the contracted parties involved in debris removal activities. This document will outline some of the general steps necessary to provide a safe work environment for monitoring firm and debris removal contractors' employees. In addition, this document will identify some representative work hazards and the appropriate measures to reduce risk of injury.

1.0 Dissemination of Information

The monitoring firm and debris removal contractors' project managers will be provided with this document and will be expected to disseminate the information and guidelines to their respective personnel. A copy of the document should be available for consultation. In addition, elements of the document will be reviewed from periodically during the project to increase worker awareness.

2.0 Compliance

The monitoring firm and debris removal contractors' project managers are responsible for health and safety compliance of their respective personnel and subcontractors. Any crews or individuals that are not compliant shall be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures will be dismissed from the project entirely.

3.0 Job Hazard Assessment

Though debris removal activities are fairly similar among events, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal workers. At a minimum, the following areas of focus should be considered as part of job hazard assessment:

- **Disaster Debris** – Disasters that result in property damage typically generate large quantities of debris which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the region (e.g., terrain, climate, dwelling and building types, population, etc.) and the debris-generating event (e.g. type, event strength, duration, etc.). In addition, the disaster debris produces a host of uneven surfaces, which must be negotiated.
- **Debris Removal** – Often the removal of disaster debris involves working with splintered, sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.

- **Removal Equipment** – In most disasters, debris must be removed from the public right-of-way (ROW) to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.
- **Traffic Safety** – The ROW is located primarily on publicly-maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road.
- **Wildlife Awareness** – Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles and insects pose a hazard to debris removal workers.
- **Debris Disposal** – After disaster debris is collected it is often transported to a Debris Management Site (DMS). Upon entry to a DMS, the monitoring firm will assess the volume of disaster debris being transported. The collection vehicle will then dispose of the disaster debris and the debris will be reduced either through a grinding operation or incineration. The DMS is a common area for injury. Response and recovery workers in this environment are more likely to be exposed to falling debris, heavy construction traffic, noise levels, dust and airborne particles from the reduction process.
- **Climate** – Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be assessed.

4.0 Administrative and Engineering Controls

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. Some common administrative and engineering controls used in the debris removal process are:

Collection Operations

- Conduct debris removal operations during daylight hours only.
- Limit cleanup operations to one side of the road at a time.
- Limit collection work under overhead lines.
- Inspect piles before using heavy equipment to remove them to ensure that there are no hazardous obstructions.
- Make sure that all collection vehicles have properly functioning lights, horns and backup alarms.
- Load collection vehicles properly (not overloaded or unbalanced).
- Cover and secure loads, if necessary.
- When monitoring the collection process, stay alert in traffic and use safe driving techniques.

Power Tools

- Inspect all power tools before use.

Appendix G

- Do not use damaged or defective equipment.
- Use power tools for their intended purpose.
- Avoid using power tools in wet areas.

Debris Reducing Machinery (Grinders/Wood Chippers)

- Do not wear loose-fitting clothing.
- Follow the manufacturer's guidelines and safety instructions.
- Guard the feed and discharge ports.
- Do not open access doors while equipment is running.
- Always chock the trailer wheels to restrict rolling.
- Maintain safe distances.
- Never reach into operating equipment.
- Use lock out/tag out protocol when maintaining equipment.

DMS/Disposal Operations

- Use jersey barriers and cones to properly mark traffic patterns.
- Use proper flagging techniques for directing traffic.
- Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
- Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
- Monitor towers must be surrounded by jersey barriers which protect the tower and monitors from being struck by inbound or outbound collection vehicles.
- Monitor towers should be located upwind from dust- and particulate generating activities.
- A water truck should spray the site daily to control airborne dust and debris.

5.0 Personal Protective Equipment

Personal Protective Equipment (PPE) is the last resort to providing a safe working environment for workers. PPE does not eliminate or even reduce hazards as administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between the individuals and work place hazards.

Proper use of PPE includes using PPE for its intended purpose. For example, using the wrong type of respirator might expose the worker to carcinogenic particulates. Properly fitting the equipment to the user may require examination by a medical professional. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the equipment. In addition, improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer's instructions.

The following PPE may be applicable in standard ROW, Right-of-Entry (ROE), and vegetative and construction & demolition debris removal activities:

- **Head Protection** – Equipment designed to provide protection for an individual's head against hazards such as falling objects or the possibility of striking one's head against low

hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, “American National Standard for Personnel Protection – Protective Headwear for Industrial Workers – Requirements.”

- **Foot Protection** – Equipment designed to provide protection for an individual’s feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, “American National Standard for Personal Protection – Protective Footwear.”
- **Hand Protection** – Equipment designed to provide protection for an individual’s hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces.
- **Vision/Face Protection** – Equipment designed to provide protection for an individual’s eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, “American National Standard Practice for Occupational and Educational Eye and Face Protection.” Again, the proper eye/face protection necessary is dependent upon the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper.
- **Hearing Protection** – Equipment designed to provide protection for an individual’s hearing against prolonged exposure to high noise levels. According to OSHA, the permissible level of sound is an average of 90 decibels over the course of an eight (8) hour work day. Above the sound exposure level, hearing protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, “American National Standard Practice for Personal Protection – Hearing Protection.”
- **Respiratory Protection** – Equipment designed to provide protection for an individual’s respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to protect the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection requires a qualitative fit test and, in some cases, a pulmonary fit test by a licensed medical professional.

6.0 PPE Debris Removal Activity

PPE requirements are made based upon the results of the job hazards assessment. The following list of PPE is organized by debris removal activity and is meant to be a representative list. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use appropriate skin protection (breathable clothes, light colors, sunscreen, etc.). Ultimately, the selection of PPE is the responsibility of the monitoring firm and debris removal contractors’ project managers.

Appendix G

Debris Collection Monitoring

The hazards of disaster debris collection monitoring include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe and shank if required); and
- Long pants.

Debris Disposal Monitoring

The hazards of disaster debris disposal monitoring include but are not limited to: struck by or caught in/between vehicles, falls or trips on stairs or uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe if required);
- Long pants; and
- Hard Hat.

Debris Removal

The hazards of disaster debris removal include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and airborne debris. In addition, PPE requirements include:

- Reflective vest
- Vision and hearing protection
- Foot protection (rugged shoes or boots, steel toe and shank if required)
- Long pants

Debris Disposal and Reduction

The hazards of disaster debris disposal and reduction include but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest
- Foot protection (rugged shoes or boots, steel toe if required)
- Vision and hearing protection
- Long pants
- Hard hat

Debris Cutting and Trim Work

The hazards of disaster debris cutting and trimming work include but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from power tools, vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective vest
- Hand and foot protection (rugged shoes or boots, steel toe if required)
- Vision and hearing protection
- Long pants
- Gloves
- Hard hat

For additional information regarding health and safety requirements, please contact your supervisor or the City of Edinburg Solid Waste Department at 956-381-5635.

Appendix H
SAMPLE PRESS RELEASES

For Immediate Release (Approximately 48-72 Hours Prior to Incident)

City of Edinburg – The potential for dangerous conditions is eminent for the City of Edinburg and its residents. In anticipation of a likely large debris-generating **TYPE OF INCIDENT**, residents are asked to secure or store all yard items that may become damaging projectiles. The City of Edinburg is prepared and has a plan in place to immediately respond following the incident. Once dangerous conditions subside, and roads have been cleared of obstructions, residents should bring any debris to the public right-of-way for removal.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Residents should separate clean, vegetative debris (woody debris such as limbs and shrubbery) from construction and demolition debris. Do not mix hazardous material, such as paint cans, aerosol sprays, batteries, or appliances with construction and demolition debris. Household garbage, tires or roof shingles cannot be combined with any storm debris.

Do not place debris near water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the public right-of-way for collection on subsequent passes. Residential debris drop-off locations may be available within the City of Edinburg. Check the City of Edinburg Web site at **INSERT WEB SITE**, **INSERT SOCIAL MEDIA SITE(S)** for the location of these sites and the hours of operation or call **INSERT NUMBER**. The City of Edinburg website will also provide City office closure times/date (including garbage collection and City facilities). All reconstruction debris (debris resulting from rebuilding) is the responsibility of the homeowner. Those items must be dropped off at the **INSERT LOCATION**.

City of Edinburg residents are encouraged to stay indoors until the danger has passed. Please tune into local news channels for updated weather information.

#####

For Immediate Release (Approximately 0-72 Hours Following Incident)

City of Edinburg – The City of Edinburg is beginning its recovery process in the wake of **INSERT INCIDENT**. Residents are asked to place any storm-generated debris on the public right-of-way.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Keep vegetative debris (woody debris such as limbs and shrubbery) separated from construction and demolition debris, as they will be collected separately. Bagged debris should not be placed on the public right-of-way, only loose debris will be collected. Any household hazardous waste, roof shingles or tires resulting from **INSERT INCIDENT**, may be eligible for removal and should be separated at the curb.

Do not place near water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, please continue to push remaining debris to the right-of-way for collection on subsequent passes. Household garbage collection will resume to its

normal schedule on **INSERT DATE AND TIME**. Please check the City of Edinburg Web site at **INSERT WEB SITE, INSERT SOCIAL MEDIA SITE(S)** for additional information and updates on the debris removal process.

For more information, please call the City of Edinburg's debris hotline at **INSERT NUMBER**.

####

For Immediate Release (72 Hours Prior to Final Pass of Debris Removal)

City of Edinburg. – Final preparations are being made for the third and potentially final pass for debris removal in the wake of **INSERT INCIDENT**.

City of Edinburg residents should have all storm-generated debris in front of their homes on the public right-of-way (the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement) no later than **INSERT DATE** to be eligible for pick-up.

The City of Edinburg will not be able to guarantee that debris placed on the public right-of-way after the specified deadline will be removed.

Residents should continue to separate vegetative debris (woody debris such as limbs and shrubbery) and construction and demolition debris. Do not place debris near water meter vault, fire hydrant or any other above-ground utility. Hazardous household chemicals such as paint cans and batteries may be deposited at the **INSERT LOCATION**.

You can follow the debris removal efforts in your neighborhood and the rest of the City by going to the City of Edinburg Web site at **INSERT WEB SITE, INSERT SOCIAL MEDIA SITE(S)**, or by calling **INSERT NUMBER**.

####

Separating Debris Graphic

Separating Your Debris
Debris should be placed curbside, without blocking the roadway or storm drains.

NO PICKUP ZONE
Any debris placed from the sidewalk toward your property will not be picked up.

DEBRIS SEPARATION
Separate debris into the six categories shown below.

DO NOT STACK OR LEAN
Placing debris near or on trees, poles, or other structures makes removal difficult. This includes fire hydrants and meters.

UNSURE WHERE TO PLACE DEBRIS?
If you don't have a sidewalk, ditch, or utility line in front of your house, place debris at the edge of your property before the curb.

Normal Household Trash
Normal household trash and bagged debris of any kind will not be picked up with disaster debris. You should continue to follow your normal garbage removal schedule.

VEGETATIVE DEBRIS

- Leaves (do not put in bags)
- Logs
- Plants
- Tree branches

CONSTRUCTION & DEMOLITION DEBRIS

- Building materials
- Carpet
- Drywall
- Furniture
- Lumber
- Mattresses
- Plumbing

APPLIANCES & WHITE GOODS

- Air conditioners
- Dishwashers
- Freezers
- Refrigerators
- Stoves
- Washers, dryers
- Water heaters

ELECTRONICS

- Computers
- Radios
- Stereos
- Televisions
- Other devices with a cord

HOUSEHOLD HAZARDOUS WASTE

- Cleaning supplies
- Batteries
- Lawn chemicals
- Oils
- Oil-based paints and stains
- Pesticides

For more information contact:

Appendix I
PRIORITY ROADS LIST

Table I-1: City of Edinburg Priority Road List

Road Clearance Priority	Reason for Priority
East Canton Road	Main thoroughfare through the City
East Dove Avenue	Doctors Hospital at Renaissance
East Farm to Market Rd 490	South Texas International Airport
East Monte Cristo Road	Main thoroughfare through the City
East Palm Drive	Health and Wellness Center
East Richardson Road	Main thoroughfare through the City
East University Drive	Fire Station 3
Interstate 69C	Main thoroughfare through the City (Federal Road)
Matthew Avenue	Fire Station 4
North Closner Blvd (Business 281)	Main thoroughfare through the City
North Jasmine Road	Fire Station 5, Edinburg Regional Disposal Facility
North McColl Road	Main thoroughfare through the City
North Veterans Blvd	Main thoroughfare through the City
South 4 th Street	Main thoroughfare through the City
South Closner Blvd (Business 281)	Police Headquarters, Main thoroughfare through the City
South Jackson Road	Main thoroughfare through the City
South McColl Road	Main thoroughfare through the City
South Raul Longoria Road	Main thoroughfare through the City
South Sugar Road	Main thoroughfare through the City
South Veterans Blvd	Main thoroughfare through the City
West Canton Road	Fire Station 2
West Freddy Gonzalez Drive	Main thoroughfare through the City
West McIntyre Street	Fire Station 1/Administration Offices

Appendix J DEBRIS ZONES

Debris Zones

Debris zones in the City of Edinburg will follow the same zones that are used for regular brush pickup.

Figure J-1: Debris Zones Diagram



Appendix K FIELD DOCUMENTS

[Force Account Labor Summary Record](#)¹

[Force Account Equipment Summary Record](#)²

Load Ticket

Debris Haul Out Ticket

Disposal Monitoring Log

Truck Certification Form and Instructions

¹ Force Account Labor Summary Record – FF90-123 can be found at <https://www.fema.gov/media-library/assets/documents/10588>

² Force Account Equipment Summary Record can be found at <https://www.fema.gov/media-library/assets/documents/10608>

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT LABOR SUMMARY RECORD		O.M.B. No. 1660-0017 Expires December 31, 2011							
APPLICANT _____	PROJECT NO. _____	DISASTER _____							
LOCATION/SITE _____	CATEGORY _____	PERIOD COVERING _____							
DESCRIPTION OF WORK PERFORMED									
NAME	DATES AND HOURS WORKED EACH WEEK				COSTS				
JOB TITLE	DATE				TOTAL HOURS	HOURLY RATE	BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
NAME	REG.								
JOB TITLE	O.T.								
NAME	REG.								
JOB TITLE	O.T.								
NAME	REG.								
JOB TITLE	O.T.								
NAME	REG.								
JOB TITLE	O.T.								
TOTAL COSTS FOR FORCE ACCOUNT LABOR REGULAR TIME					\$ _____				
TOTAL COST FOR FORCE ACCOUNT LABOR OVERTIME					\$ _____				
I CERTIFY THAT THE INFORMATION ABOVE WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.									
CERTIFIED _____								DATE _____	

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT EQUIPMENT SUMMARY RECORD		PAGE ____ OF ____	O.M.B. No. 1660-0017 Expires October 31, 2008									
APPLICANT	PROJECT NO.	DISASTER										
LOCATION/SITE	CATEGORY	PERIOD COVERING										
DESCRIPTION OF WORK PERFORMED												
TYPE OF EQUIPMENT <small>INDICATE SIZE, CAPACITY, HORSEPOWER, MAKE AND MODEL AS APPROPRIATE</small>	EQUIPMENT CODE NUMBER	OPERATOR'S NAME	DATES AND HOURS USED EACH DAY							COSTS		
			DATE	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	TOTAL HOURS	EQUIPMENT RATE
GRAND TOTAL												
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.												
CERTIFIED											DATE	

Print Form

Appendix K

Load Ticket		Ticket No. 0012345	
Municipality (Applicant)		Prime Contractor	
		Sub-Contractor	
Truck Information			
Truck No		Capacity	
Truck Driver (print legibly)			
Loading Information			
Loading	Time	Date	Inspector/Monitor
Location (Address or Cross Streets)			
When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)			
N		W	
Unloading Information			
Debris Classification		Estimated %, CYs, or Actual Weight	
<input type="checkbox"/> Vegetation <input type="checkbox"/> C&D <input type="checkbox"/> White Goods <input type="checkbox"/> HHW <input type="checkbox"/> Other* See Below			
Unloading	Time	Date	Inspector/Monitor
DMS Name and Location			
*Other Debris Explanation		Original:	Applicant
		Copy 1:	_____
		Copy 2:	_____
		Copy 3:	_____

DEBRIS HAULOUT TICKET		TICKET NUMBER #
Applicant:	Disaster #	
Program:	Contractor:	
Truck # :	Truck Capacity:	
Driver's Name:		
TDSR Site:		
Haulout Debris Classification: <input type="checkbox"/> Vegetative Mulch <input type="checkbox"/> White Goods <input type="checkbox"/> Ash <input type="checkbox"/> Hazardous Materials / Toxic <input type="checkbox"/> C & D Mulch <input type="checkbox"/> Household Hazardous Waste <input type="checkbox"/> C & D Compacted <input type="checkbox"/> Other: _____		
Loading Time:	Loading Date:	
Monitor Signature:	I.D. #	
Disposal Site Location:	Scale Ticket #	
Load Call (%):	Weight (tons / lbs.)	
Disposal Time:	Disposal Date:	
Monitor Name (print):	I.D. #	
Contractor Name (print):	I.D. #	
Notes:		
<i>White - Applicant Green and Yellow - Contractor Pink - Driver Gold - Site Copy</i>		

DISPOSAL MONITOR LOG

Project	ARRIVAL	TICKET #	Site	COLLECTION #	MONITOR Last Name	Date	QC Monitor	TRUCK #	CAP	%	Legend						ERROR NOTE				
											Project (App/Ds/Trge)	Track Number	House Number	Street / Origin	Correct Zone	Debris Class		Correct Dates & Times	Disposal Site	Load Call / Weight	CONFORM CODE
	A																				
	P																				
	A																				
	P																				
	A																				
	P																				
	A																				
	P																				
	A																				
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©2018 Tetra Tech, Inc All Rights Reserved

Truck Information

Make

Year

Color

License

--	--	--	--

Truck Measurements

Performed By: _____

Date: _____

Volume Calculated By: _____

Date: _____

Both Checked By: _____

Date: _____

Driver Information

Name: _____

Address: _____

Phone Number: _____

Owner Information

Name: _____

Address: _____

Phone Number: _____

Truck Identification: _____

Truck Capacity: _____



Photo

Appendix K

Truck Certification Form Calculation Instructions

Instructions to take the necessary dimensions of corner wedge (refer to Figure B-6):

"a": Along the side of the bed, measure the distance from the point where the rounded part of the bed starts, to the front corner of the bed.

"b": Equal to "a."

"c" and "d": Along the side of the bed, mark the point where the rounded part of the bed starts, and along the front of the bed, also mark the point where the rounded part of the bed ends. Run a string between the two points and measure the distance between them; half of that distance is "c" and half of the distance is "d" ("c" and "d" are equal).

"e": Measure the distance from the mid-point of the string that was stretched from the side to the front of the bed in the previous step to the rounded part of the bed.

Extra trailer: The volume calculations for the extra trailer would be simply length x width x height if the extra trailer has a rectangular bed. However, if the extra trailer also has round corners at the front, the volume calculation would be the same as explained above.

Instructions to take the necessary dimensions of round bottom truck (refer to Figure B-6):

"a": The width of the bed.

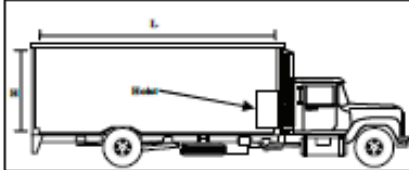
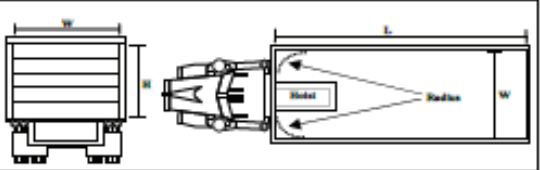
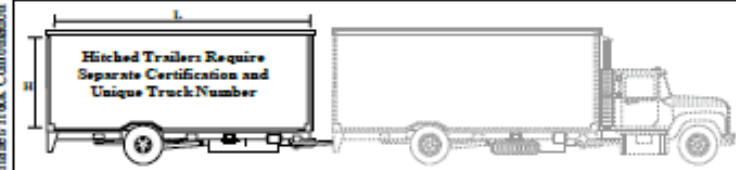
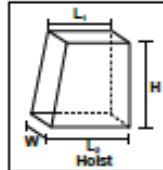
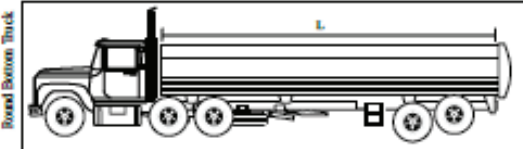
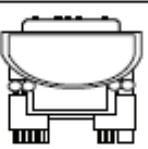
"b": The depth of the vertical portion (the side) of the bed.

"c" and "d": Both are equal to half the width of the bed.

"e": Run a string between the lower ends of the vertical portions of the bed (the sides), and measure the distance from the mid-point of the string to the bottom of the bed.

NOTE: All dimensions used in the above formulas must be in feet, with inches converted to fractions of feet, using the following conversions (for example, 8 feet, 5 inches should be written as 8.42 feet):

1 inch = .08 foot	7 inches = .58 foot
2 inches = .17 foot	8 inches = .67 foot
3 inches = .25 foot	9 inches = .75 foot
4 inches = .33 foot	10 inches = .83 foot
5 inches = .42 foot	11 inches = .92 foot
6 inches = .50 foot	

DUMP TRUCK			
Measurements			
Truck Measurements	Length (L) = <input style="width: 80px;" type="text"/>	Width (W) ft = <input style="width: 80px;" type="text"/>	Height (H) ft = <input style="width: 80px;" type="text"/>
Hoist Measurement	Length ₁ (L ₁) ft = <input style="width: 80px;" type="text"/> Length ₂ (L ₂) ft = <input style="width: 80px;" type="text"/>	Width (W ₁) ft = <input style="width: 80px;" type="text"/>	Height ₁ (H ₁) ft = <input style="width: 80px;" type="text"/>
Radius	Radius ft = <input style="width: 80px;" type="text"/>	Height (H) = <input style="width: 80px;" type="text"/>	
Calculations			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$ <input style="width: 80px;" type="text"/>	+ <input style="width: 80px;" type="text"/>	cyd
Hoist Volume	$((L_1 + L_2) / 2 \times W_1 \times H_1) / 27 =$ <input style="width: 80px;" type="text"/>	-	cyd
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$ <input style="width: 80px;" type="text"/>	-	cyd
Total = <input style="width: 80px;" type="text"/>		Cubic Yards	
Truck Measurements			
EXTRA TRAILER			
Measurements			
Truck Measurements (Basic)	Length (L) = <input style="width: 80px;" type="text"/>	Width (W) ft = <input style="width: 80px;" type="text"/>	Height (H) ft = <input style="width: 80px;" type="text"/>
Hoist Measurement	Length ₁ (L ₁) ft = <input style="width: 80px;" type="text"/> Length ₂ (L ₂) ft = <input style="width: 80px;" type="text"/>	Width (W ₁) ft = <input style="width: 80px;" type="text"/>	Height ₁ (H ₁) ft = <input style="width: 80px;" type="text"/>
Radius	Radius ft = <input style="width: 80px;" type="text"/>	Height (H) = <input style="width: 80px;" type="text"/>	
Calculations			
Bed Volume (Basic)	$(L \times W \times H) / 27 =$ <input style="width: 80px;" type="text"/>	+ <input style="width: 80px;" type="text"/>	cyd
Hoist Volume	$((L_1 + L_2) / 2 \times W_1 \times H_1) / 27 =$ <input style="width: 80px;" type="text"/>	-	cyd
Radius Volume	$(3.14 \times R^2 \times H) / 27 =$ <input style="width: 80px;" type="text"/>	-	cyd
Total = <input style="width: 80px;" type="text"/>		Cubic Yards	
Trailer/Truck Combination			
ROUND BOTTOM TRUCK			
Measurements			
Truck Measurements	Length (L) ft = <input style="width: 80px;" type="text"/>	Diameter (D) ft = <input style="width: 80px;" type="text"/>	
Calculations			
Approx. Volume $(3.14 \times (D/2)^2 \times L) / 27 =$ <input style="width: 80px;" type="text"/>		cyd (round bottom portion only)	
Round Bottom Truck			
		Cubic Yards	



Edinburg, Texas

Appendix L: Debris Management Site Analysis Report

March 2019

Table of Contents

Section 1 INTRODUCTION	1-1
Section 2 DEBRIS MANAGEMENT SITE ANALYSIS.....	2-1
Section 3 KEY FINDINGS AND RECOMMENDATIONS	3-1
Recommendation 1: TCEQ Site Assessment.....	3-1
Recommendation 2: Incorporation of DMS Within Future Debris Removal Bid Documents	3-1
Recommendation 3: DMS Report Should Accompany the Official TCEQ and Texas Historical Commission Notification Letter	3-1
Appendix A DEBRIS MANAGEMENT SITE EVALUATION WORKSHEET AND PICTURES	1
Appendix B CRITERIA FOR ELIGIBILITY	1
Appendix C DMS APPROVAL REQUEST FORM.....	1
Appendix D SAMPLE SITE INVESTIGATION FORM	1

Section 1 INTRODUCTION

Purpose

The purpose of this report is to provide an analysis of the site in the City of Edinburg, Texas to be used as a temporary debris management site (DMS) following a debris-generating incident. A DMS is used after a debris-generating incident to temporarily store, process, and reduce debris before it is transported to a final disposal facility or recycled. The objective is to reduce the debris to minimize impacts on area landfills or to divert the debris from landfills altogether. Large trucks transport the debris to the site, where it is dropped and stockpiled until it can be processed or reduced. Most typically, it is vegetative debris that is brought to a DMS to be reduced through burning or grinding. White goods, such as refrigerators and freezers, may also be brought to a DMS so the coolant can be properly removed by licensed personnel before the appliances are transported for recycling.

The identification and analysis of a DMS location for the City is part of a larger project that has included the development of a Disaster Debris Management Plan to improve response and speed recovery from an incident that generates a large quantity of debris.

Debris Management Site Analysis Process

DMS locations are ranked as either Tier 1, Tier 2, or Tier 3. Tier 1 DMS locations are best suited for activation for debris management operations following a disaster. These sites exhibit traits that allow these areas to easily become operational while minimizing negative impacts to the environment and community. According to the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide, jurisdictions “should avoid selecting sites in or near environmentally or historically sensitive areas such as floodplains, wetlands, critical habitats of federally endangered species, historic districts, and archaeologically sensitive areas. Debris must be staged a safe distance from property boundaries, surface water, wetlands, structures, wells, and septic tanks with leach fields. If an environmental or historic preservation concern is identified, the potential site should be ranked lower than others.”¹

Tier 2 sites lack some traits of Tier 1 sites or exhibit problems that would make them less attractive to use as DMS following a debris-generating incident. Criteria such as lack of size, site preparation requirements, location within a 100-year flood plain, or designation as a Super Fund site can contribute to a lower ranking. Tier 2 sites should only be considered if Tier 1 sites are unavailable following an incident.

Tier 3 sites fail to meet minimum criteria for use as a DMS in key areas such as legal or statutory compliance, historical significance, site preparation, and overall suitability to serve the jurisdiction. A Tier 3 site should only be considered a “site of last resort” in a worst-case scenario incident should Tier 1 and Tier 2 sites be deemed unavailable.

¹ Public Assistance Program and Policy Guide, FP 104-009-02, FEMA, April 2018, p. 178 Temporary Debris Management Sites and Disposal Locations

If a site cannot be used as a DMS, either because of property size limitations, zoning, or other considerations, it might serve as a Residential Drop-Off (RDO) location. An RDO typically has roll-off containers on-site where residents can dispose of their debris. The City would need to coordinate the establishment of temporary fencing and proper signage to limit access and inform the public of operating hours. The hours of operation may be limited during weekdays and expanded hours during weekends. The City would need to coordinate with their Public Information Officer (PIO) to alert citizens of the establishment of the drop-off locations. The City would also need to coordinate with security services and/or the Police Department to monitor these sites after operating hours to prevent unauthorized dumping at the sites.

Section 2

DEBRIS MANAGEMENT SITE ANALYSIS

The City of Edinburg has identified an area within the Edinburg Regional Sanitary Landfill located at 8601 Jasman Road, Edinburg, TX 78542 as a potential DMS. The landfill is located within the city limits of Edinburg, approximately 6 miles from the City center. The City has not identified any other sites at this time.

The Edinburg Regional Sanitary Landfill is owned by the City of Edinburg and operates as both a Type 1 Facility and a Type IV Facility. The Type I Municipal Solid Waste (MSW) landfill can accept all types of municipal solid waste, including putrescible waste (waste that can cause foul odors when decomposing), household waste, construction and demolition waste, household hazardous waste, special waste, and some industrial wastes.² The Type IV landfill may only accept brush, construction and demolition debris, and rubbish. Type IV landfills may not accept putrescible wastes, conditionally exempt small-quantity generator waste, or household wastes.³ The Edinburg Regional Sanitary Landfill encompasses 1,427 acres. The area being considered for DMS operations consists of 100 acres of undeveloped land on the northwest corner of the landfill.

The DMS location sits on a 100-acre section of land on the northwest corner of the landfill property. Twenty acres of the DMS area will be converted into holding ponds, leaving 80 acres available for DMS operations as shown in Figure 1. The soil consists of a layer of sandy loam on top of clay. The area has good drainage, and only a small portion of the land, the land designated for the holding ponds, sits in a flood zone. The closest residential area is .25 miles from the site, providing a buffer of space between the DMS and residences. A fence surrounds the entire landfill, and security is located on-site 24 hours per day.



Figure 1: Area Designated for Holding Ponds

There are lights along the roads in the landfill. The site could be used for staging and reduction of vegetative debris following a debris-generating incident with air curtain incineration being the preferred method of reduction. Grinding may also be an option for the reduction of vegetative debris. In addition, the site may also serve as a site for staging white goods until the refrigerants can be safely removed and the units of white goods recycled. Construction and demolition debris

² Texas Commission On Environmental Quality Website, Type I Municipal Solid Waste Landfill Permits: Learning More, <https://www.tceq.texas.gov/agency/decisions/participation/permitting-participation/msw-type1-landfill>

³ Active Municipal Solid Waste Landfills in Texas, September 2018, TCEQ, <https://www.tceq.texas.gov/assets/public/permitting/waste/msw/msw-landfills-active.pdf>

DEBRIS MANAGEMENT SITE RECOMMENDATIONS

can be hauled from collection points directly into the Type IV area of the landfill facility. Figure 2 below shows an example layout of the site for debris management operations.

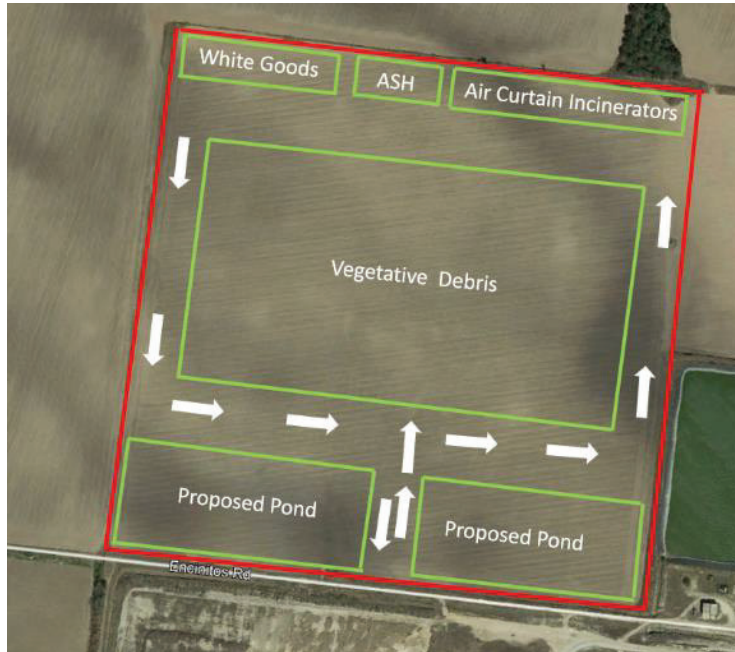


Figure 2: Potential DMS Layout

Because the DMS area is in the northwest corner of the landfill facility, City and debris contractor trucks must enter through the facility entrance on Jasman Road and travel through the landfill facility to reach the DMS area. Figure 3 shows the entrance to the facility along with suggested placement of a monitoring tower. Figure 4 shows where the DMS area is in relation to the entrance.



Figure 3: Entrance to the Landfill Facility and Tower Placement



Figure 4: Route to the DMS Area

Section 3

KEY FINDINGS AND RECOMMENDATIONS

Below are recommendations the City may wish to pursue to further enhance its level of preparedness relative to disaster debris management.

Recommendation 1: TCEQ Site Assessment

The City of Edinburg should allow the Texas Commission on Environmental Quality (TCEQ) to assess the DMS using the Temporary Debris Management Site Approval Request form found in Appendix C prior to activating the site for debris management operations. Any correspondence from the TCEQ should be maintained by the City. If a debris-generating incident occurs that necessitates using the DMS sites, the City of Edinburg must resubmit the form to the TCEQ once a disaster has been declared to confirm the site general conditions.

Recommendation 2: Incorporation of DMS Within Future Debris Removal Bid Documents

When requesting future bids relating to debris removal, include the pre-determined DMS within the bid package. By doing so, the City may be able to receive a better price related to hauling if the contractor knows exactly how far material may have to be shipped

Recommendation 3: DMS Report Should Accompany the Official TCEQ and Texas Historical Commission Notification Letter

It is recommended that the DMS Report accompany the Texas Historical Commission (THC) notification letter when requesting investigation of the DMS for cultural resources. This can and should be completed on a pre-event basis. Upon receiving the official request, THC will begin site investigations and recommendations regarding cultural resources.

Appendix A

DEBRIS MANAGEMENT SITE EVALUATION WORKSHEET AND PICTURES

Investigation of Property Suitability DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: February 14, 2019

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property County Property Private Property
Other Ownership (describe) _____

PROPERTY NAME: City of Edinburg Regional Sanitary Landfill

PROPERTY ADDRESS: 8601 Jasman Road, Edinburg, TX 78542

PROPERTY OWNER'S NAME: City of Edinburg

PROPERTY POINT OF CONTACT: Ramiro Gomez, Solid Waste Director

PROPERTY POINT OF CONTACT PHONE NUMBER: (956) 381-5635

PROPERTY POINT OF CONTACT E-MAIL ADDRESS: rgomez@cityofedinburg.com

ESTIMATED PROPERTY SIZE: 80 acres DMS, 1427 acres overall

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property current land use	Landfill
Any proposed future land uses	20 acres of the area evaluated will be converted into holding ponds leaving 80 acres available for DMS operations.
Environmental considerations	None
Historical considerations	None
Located in a flood plain	No
Zoning considerations	None. Already zoned for solid waste disposal operations
Proximity to schools, churches, and community centers	Closest residential area is ¼ mile away to the west.
Property topography	Flat
Open water sources	Holding ponds
Ground water wells	None
Access to electricity, sewer, and water	Yes
Soil integrity	Sandy loam then clay
Water Sampling	NA
Surface water drainage	Good drainage. About 4 acres in the DMS area potentially in a flood zone.
Prevailing wind direction	From south/southeast
Ingress/egress	From Jasman Road

DEBRIS MANAGEMENT SITE WORKSHEET AND PICTURES

Lighted area	Roads in facility are lighted.
Site security	Facility is fenced. 24-hour on-site security.
Buffer distance for noise control	Good buffer from residences.
Property development	Facility designated for landfill operations at this time.
Property adjacent to airport/airfield	No.
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium _____ Low X

SUITABILITY TO WET WEATHER: High X Medium _____ Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning: No

Air Curtain Incineration: Yes

Grinding: Yes

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

- Yes C&D: C&D may be hauled directly from the City right-of-ways to the landfill portion of the facility.
- Yes Vegetative: Vegetative debris can be reduced in the DMS area of the landfill. Mulch from vegetative debris may be offered to residents, used in composting operations, or disposed of in the landfill.
- No Both C&D and Vegetative. C&D can be hauled directly from collection points to the Type IV area of the landfill.
- Yes White Goods. White goods can be staged on-site until the refrigerant can be removed.

DEBRIS MANAGEMENT SITE WORKSHEET AND PICTURES

DMS Site Photos



DEBRIS MANAGEMENT SITE WORKSHEET AND PICTURES



Appendix B

CRITERIA FOR ELIGIBILITY

The following criteria is used to evaluate locations as potential DMS locations in the event the City would like to identify additional locations to serve as a DMS. A Sample Site Investigation Form to aid the City in evaluating additional sites can be found in Appendix D.

Publicly Owned Property

To eliminate potential costs associated with acquiring, leasing, or operating on private property, municipally owned properties should be considered as primary sources of land available as DMS location.

5-Acre Requirement

Preference should be given to City-owned properties that are at least 5 acres in size. Sites less than 5 acres are generally too small to properly accommodate debris staging and reduction operations but can be utilized if necessary.

Proximity to High Population Density

The proximity of the surveyed location to neighborhoods, schools, businesses, high traffic thoroughfares, and other areas of high population density should be carefully evaluated. A DMS located near high population densities increases traffic congestion and creates logistical and safety hazards for the community, especially immediately following an incident. DMS placement near neighborhoods, schools, businesses, and high traffic thoroughfares should only be opened as a last resort when all other staging location options have been exhausted.

Ingress/Egress

Safe and adequate ingress and egress in and out of the sites and efficient road access to routes leading to and from the sites are critical to ensure efficient operation of debris collection vehicles.

Reduction Method

For any DMS, the City should determine whether incineration and/or grinding would be a safe and appropriate reduction method and what impact the reduction operations would have on the community and the surrounding environment.

Proximity to Natural Running Water or Potable Water Wells

Before a DMS can be permitted for use, the TCEQ must be notified to perform a property assessment. The presence of any natural stream, creek, pond, or lake as well as any potable water wells can hinder the permitting of a property.

Adherence to All Local, State, and Federal Rules, Regulations, and Ordinances

Local, state, and federal rules, ordinances, and regulations must be followed, including those pertaining to environmental quality and noise control. Though some disposal regulations are lifted following a State of Emergency, it is critical that all DMS operations meet Occupational Safety

DEBRIS MANAGEMENT SITE RANKING CRITERIA

and Health Administration (OSHA) safety requirements as well as the operational procedures outlined by the TCEQ.

Texas Commission on Environmental Quality

Before a DMS can be permitted for use following a hurricane or other debris-generating incident, the TCEQ must evaluate the site. TCEQ uses a form to review and approve each DMS. The TCEQ may be notified prior to an incident to perform a site evaluation of each proposed location to obtain a preliminary TCEQ DMS approval. Subsequent to a disaster incident invoking the use of any sites, a permit application for each location must be submitted to TCEQ Bureau of Air Quality.

Texas Historical Commission

Prior to the preparation and operation of each DMS site for use as a debris staging area following a disaster, the City must submit a notification to the State Historical Preservation Office (SHPO), which resides in the Texas Historical Commission (THC) based on Title 36 of the Code of Federal Regulations. The City must complete an official letter to THC to ensure compliance for DMS operation. The City of Edinburg DMS report should accompany the official letter of notification to THC, which will be made available after the disaster.

Appendix C

TEMPORARY DMS APPROVAL REQUEST FORM

See next page for screen shot of form and instructions. Online version of the form can be found at <https://www.tceq.texas.gov/assets/public/response/TCEQ-20660.pdf>.

TEMPORARY DMS APPROVAL REQUEST FORM

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

REQUEST FOR APPROVAL OF TEMPORARY DEBRIS MANAGEMENT SITE FOR DEBRIS RESULTING FROM DECLARED STATE OR FEDERAL DISASTER

REQUIREMENTS:

- The owner of the property should submit this request to temporarily store debris to the appropriate TCEQ Regional Office: <http://www.tceq.texas.gov/about/directory/region/reglist.html>. Material stored for longer than the approval period may be considered solid waste and the site may be subject to permitting requirements and Texas Administrative Code (TAC) Chapter 330 rules, including providing financial assurance for the site.
- Requests may be submitted prior to a disaster; however, the owner or operator of the property may not store or process debris on the site until a state or federal declared natural disaster occurs. Once the owner or operator of the property decides to use the site, notice must immediately be made to the local TCEQ Regional Office. **If this request is submitted prior to a declared disaster, the owner/operator must resubmit this form to the TCEQ once a disaster has been declared to confirm the site General Conditions.**
- **IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO MEET ALL GENERAL CONDITIONS AT THE TIME OF USE.** This notice does not allow any activity that creates or contributes to a nuisance condition and only applies to the management of debris generated by a declared natural disaster.

NAME OF DECLARED DISASTER: _____
(To be updated during site activation notification)

REQUESTING AUTHORIZATION FOR A (Check all that apply):

Staging/Stockpiling Site Emergency Burial Site Emergency Burn Site Wood Chipping Site

SITE INFORMATION:

Site Name: _____

Site Address: _____

Location and/or Directions to Site: _____

Nearest City: _____ County: _____

Site Lat/Long (in digital degrees to 5 decimal places): _____

Site Legal Description: _____

SITE OWNERSHIP INFORMATION:

Site Ownership (Check one): Local Government State or Federal Government Private Landowner

Site Owner Name: _____

Site Owner Address: _____

Site Owner Phone: _____ Site Owner E-Mail: _____

Approximate Size of Property: _____

REQUESTOR INFORMATION (If different from property owner):

Requestor Name: _____ Title: _____

Requestor Company Name: _____

Requestor Address: _____ City: _____ Zip Code: _____

Requestor Telephone: _____ Fax: _____ E-mail: _____

Requestor Affiliation to Site: _____

Requestor Contact Person/Project Manager Name (If different): _____

Requestor Contact Person/Project Manager Phone: _____ E-mail: _____

SITE CONTRACTOR INFORMATION:

Site Contractor Name: _____ Company Name: _____

Site Contractor Address: _____

Site Contractor Phone: _____ E-mail: _____

TEMPORARY DMS APPROVAL REQUEST FORM

PLEASE ATTACH MAP OF SITE. INCLUDE ACCESS POINTS, DEBRIS PILE AREAS, GRINDER/TRENCH BURNER LOCATION, OFFICE OR TRAILERS, ETC.

Distance from Debris Pile to Nearest Property Line: _____

Distance from Debris Pile to Nearest Building: _____

Building use: _____ (residential, commercial, school, daycare, etc.)

Distance from Processing Site Location to Nearest Property Line: _____

Distance from Processing Site Location to Nearest Building: _____

Building use: _____ (residential, commercial, school, daycare, etc.)

Type of Debris: Mixed construction & demolition; Vegetative; Putrescible Waste;
 Other (Please specify) _____

Purpose: Staging /Stockpiling; Burial; Chipping/Grinding; Recycle; Open Burn; Air Curtain Incinerator; Other (Please specify) _____

Ultimate disposal: Authorized Off-site Landfill; Beneficial Use; Burn; Recycling;
 Other (Please specify) _____

Volume of Material, estimate: _____ cubic yards (to be updated during the site activation notification)

Burn Dates: From _____ to _____ (to be updated during the site activation notification)

SPECIAL SITE SPECIFIC INFORMATION & CONDITIONS:

Was this site previously used or approved for debris management during previous disasters?

Other _____

TEMPORARY DMS APPROVAL REQUEST FORM

(Applicants Do Not Modify Beyond This Point)

GENERAL CONDITIONS

FOR APPROVAL OF TEMPORARY DEBRIS MANAGEMENT SITES FOR DEBRIS RESULTING FROM DECLARED STATE OR FEDERAL DISASTER

All Sites:

- Approval is for 90 days from the date of the declared state or federal disaster.
- Notification **MUST** be made to the local TCEQ Regional Office for your area prior to site use:
<http://www.tceq.texas.gov/about/directory/region/reglist.html>
- Consult with the local TCEQ Regional Office for additional guidance.
- Contact the TCEQ Regional Office for your area for additional approvals or extensions to the approved period.
- You must have local government approval.** Provide written documentation of local government approval.
- Ensure that site is located above the 100-year floodplain, or has an authorization from the local floodplain administrator. (The floodplain map used for locating the site must be from an original Flood Insurance Rate Map prepared by FEMA, a copy of the Flood Prone Area Map prepared by the U.S. Geological Survey or an equivalent constructed map that depicts the limits and elevations of any 100-year floodplain on or adjacent to the proposed site).
- Ensure that site is located outside any known wetlands.
- Ensure that site is located at least ¼ mile from a public or private water supply (surface or ground).
- Ensure that site is a minimum of ¼ mile from any known caves, springs, and streams.
- Debris shall be separated into piles no larger than 4,000 cubic yards.
- If the site will receive any putrescible waste that may attract birds, it must be located at least 5,000 feet from any airport runway used only by piston-engine aircraft, or within 10,000 feet of any airport runway used by turbojet aircraft, except as may be approved by the United States Federal Aviation Administration.
- Any hazardous materials, asbestos, and PCBs must be separated and disposed of appropriately.
- 24-hour control of the site must be maintained to prevent unauthorized disposal at the site.
- Refer to the following FEMA websites for requirements for FEMA reimbursement:
Public Assistance Grant Program: <https://www.fema.gov/public-assistance-policy-and-guidance>
Debris Management Guide: <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>
- If material is stored for longer than the approved period, it may be considered solid waste and the site may be subject to permitting requirements and TAC Chapter 330 Rules. No debris may be brought to the site prior to a declared disaster. All conditions in this document shall be met at the time of use. TCEQ personnel will be periodically monitoring these sites and any deviation from this approval (without prior authorization) can lead to possible regulatory actions.**

Staging/Stockpiling Sites ONLY:

- Provisions must be in place to separate for proper disposal according to guidance provided by the local TCEQ Regional Office, to ensure that prohibited wastes such as batteries, used oil or oil filters, tires, appliances containing CFCs (such as refrigerators or air conditioners), bulk liquids, PCBs, or industrial hazardous wastes are not shipped to a Municipal Solid Waste (MSW) landfill.
- Items such as electronics, white goods, paints/solvents, plastics, insulated wire, asbestos materials, aerosol or pressurized containers, and other household hazardous wastes should be segregated to ensure proper disposal.

Emergency Burning Sites ONLY:

- Provide written notification to the TCEQ office for your area prior to burning (e-mail notification is acceptable).
- The County Judge **MUST** have received authorization from TCEQ for the burning of debris.
- Only vegetative debris and clean wood are authorized to be burned (wood that has not been painted, stained, laminated or treated with a preservative such as creosote, metals, pesticides, fungicides or other compounds).

TEMPORARY DMS APPROVAL REQUEST FORM

- Provisions must be in place to exclude the burning of putrescible waste, treated wood, tires, electronics, white goods, paints/solvents, plastics, insulated wire, batteries, appliances, asbestos materials, aerosol or pressurized containers, and other household and non-household hazardous waste.
- Burning site should be located at least 300 feet from the nearest property line and other structures.
- Burning is authorized only during daylight hours.
- Materials to be burned should be reasonably dry to prevent excessive smoke.
- If the burning activity causes nuisance conditions or a traffic hazard, the burning activity must be immediately halted.
- No burning activity can occur on a closed landfill.
- Any burn or debris residue will either be disposed of in a landfill which has a current TCEQ permit, used for beneficial use, or buried in the trench at the time of the burn. Residue buried in the trench will have to be deed recorded in accordance with municipal solid waste regulations. Any beneficial use of ash must be approved by the local TCEQ Regional Office for agricultural amendments. Ash cannot be used on soils impacted by salt water.

Vegetative Debris Chipping and Mulching Sites ONLY (for units of local, state or federal government):

- Chipping and mulching of all vegetative debris will be located at least 50 feet from the nearest property line and other structures. Any beneficial use of mulch or wood chips must be approved by the local TCEQ Regional Office for agricultural amendments. Wood chips and mulch cannot be used on soils impacted by salt water.
- Fire suppression measures have been implemented and coordinated with the local fire marshal.

I have read and agree to comply with the conditions of this document.

Applicant Signature: _____ Date: _____

Name and Title: _____

Affiliation: _____

IMPORTANT NOTE: If this request is submitted prior to a declared disaster, the owner/operator must resubmit this form to the TCEQ once a disaster has been declared to confirm the site General Conditions.

Appendix D

SAMPLE SITE INVESTIGATION FORM

Investigation of Property Suitability
DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: _____

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property County Property Private Property
Other Ownership (describe) _____

PROPERTY NAME:

PROPERTY ADDRESS:

PROPERTY OWNER'S NAME:

PROPERTY POINT OF CONTACT:

PROPERTY POINT OF CONTACT PHONE NUMBER:

PROPERTY POINT OF CONTACT E-MAIL ADDRESS:

ESTIMATED PROPERTY SIZE:

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property current land use	
Any proposed future land uses	
Environmental considerations	
Historical considerations	
Located in a flood plain	
Zoning considerations	
Proximity to schools, churches, and community centers	
Property topography	
Open water sources	
Ground water wells	
Access to electricity, sewer, and water	
Soil integrity	
Surface water drainage	
Prevailing wind direction	
Ingress/egress	
Lighted area	
Site security	
Buffer distance for noise control	
Property development	
Property adjacent to airport/airfield	
Site able to handle large volume of trucks	

SAMPLE SITE INVESTIGATION FORM

SITE PREPARATION: High____ Medium____ Low____

SUITABILITY TO WET WEATHER: High____ Medium____ Low____

ABILITY TO SERVE A SPATIAL AREA: High____ Medium____ Low____

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

____ Open Burning

____ Air Curtain Incineration

____ Grinding

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

____ C&D

____ Vegetative

____ Both C&D and Vegetative

____ White Goods

____ Other (Describe_____)

Appendix M

SAMPLE DMS MEMORANDUM OF AGREEMENT

Appendix M

This Memorandum of Agreement made and entered into this _____ day of _____ 2018, by and between (hereinafter "OWNER"), and the City of Edinburg (hereinafter "(CITY)") (collectively referred to hereinafter as "the Parties").

WHEREAS, the CITY has a debris management plan for the removal, reduction, and disposal of large volumes of debris from public property following large scale disasters; and

WHEREAS, pursuant to the CITY debris management plan, the CITY may or may not enter into an agreement with one or more contractor(s) to manage and operate the removal, reduction, and disposal of disaster generated debris depending on the severity of the incident; and

WHEREAS, OWNER is the owner of a tract of land in **JURISDICTION OF TRACT OF LAND** (hereinafter "the Property"), more particularly described in Exhibit A attached hereto; and

WHEREAS, the CITY has identified the Property owned by OWNER as a suitable location for a Debris Management Site ("DMS"), to be used by the CITY in the event of a disaster necessitating debris removal, reduction, and disposal; and

WHEREAS, the CITY and the OWNER have agreed to cooperate toward establishment of a DMS to be used by the CITY, or its designees, in the event of emergency assistance efforts requiring debris removal, reduction, and disposal in Edinburg.

Now therefore, the Parties agree as follows:

I. PROPERTY

The Property, as shown and identified as DMS on Exhibit A, constitutes approximately _____ acres available for DMS operations. The physical location of the site is: _____ and is a portion of property owned by OWNER identified as: _____ Real Estate ID#: _____.

II. TERM

Subject to early termination as permitted by Section V herein below, this Agreement shall be for a term of _____ from the date of the Agreement without regard to the Commencement Date (as hereinafter defined).

III. AGREEMENT

OWNER, subject to the terms and conditions set forth herein, hereby agrees to the use of the Property by the CITY for purposes of staging, storing, reducing, and properly disposing of disaster generated debris following a natural or man-made event.

IV. CITY OBLIGATIONS

- a. Obtain, or cause to be obtained, all required local, state, and federal permits for the operation of a DMS;
- b. Install, or caused to be installed, if necessary, a temporary access road (of gravel, graded dirt, or other temporary material) for access of debris hauling vehicles to the Property;
- c. Manage, or cause to be managed, the DMS during the entire period of CITY use;

SAMPLE DMS MEMORANDUM OF AGREEMENT

- d. Remove, or cause to be removed, all debris, vehicles, equipment, and temporary structures located on the property which were placed thereon by the CITY, its employees, agents, contractors, subcontractors, and representatives;
- e. Restore, or cause to be restored, the property to the property's pre-use condition prior to the return of use of property to the OWNER;
- f. Perform, or cause to be performed, soil testing and abatement of any hazards created on the property as a direct result of CITY use as required under local, state, and federal law prior to the closing of the debris site and return of use of the property to the OWNER;
- g. Repair, or cause to be repaired, any damage to the property, including buildings and structures located on the property, caused as a direct result of CITY use of the property; in lieu of making or causing to make repair, the CITY may compensate OWNER for the cost of said repair upon agreement of both parties.

V. OWNER OBLIGATIONS

- a. Take no action that renders the Property unusable as a temporary disaster debris disposal site as determined by the CITY;
- b. Upon notification (either verbal or in writing) by the CITY of the CITY'S intent to make use of some or all of the Property as a DMS under the terms and conditions of this Agreement, to make as much of the Property as deemed necessary by the CITY immediately available to the CITY, and to immediately remove all personal property (including, but not limited to vehicles and equipment) from those portions of the Property identified by the CITY for use;
- c. Not interfere in any manner with CITY-controlled debris management operations during the period of the CITY'S use of the Property under the terms and conditions of this Agreement.

VI. COMMENCEMENT DATE

The CITY will initiate DMS operations immediately preceding an event anticipated to generate debris within the CITY, or immediately following an event that generated debris within the CITY. The CITY will activate this Agreement through verbal notification to the OWNER, followed by written notification transmitted by United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to OWNER. The "Commencement Date" shall be the date upon which notification is verbally provided by the CITY to OWNER.

VII. ASSIGNMENT

OWNER shall not sell or in any way assign, transfer, or encumber his control of the Property without prior written notification to the CITY.

VIII. COMPENSATION

The parties agree that no compensation will be rendered for the use of the Property by the CITY. The CITY, or its designee(s), shall be responsible for restoring the Property to its original state.

Appendix M

IX. DMS OPERATIONS

The CITY, or its designee(s), will establish, operate, and monitor Debris Management Site (“DMS”) operations from the time of activation of this agreement through site restoration.

X. WORKING HOURS

Working hours for the DMS are only during daylight hours, seven days a week. Working hours may need to be adjusted to accommodate 24-hour operations depending on the severity of the incident.

XI. DEBRIS DISPOSAL

The CITY, or its designee(s), will properly, promptly and lawfully dispose of all waste, ash, and debris brought to or generated on the DMS.

XII. DEBRIS SOURCES

The debris stream entering the DMS may include debris generated in the unincorporated areas of _____ the CITY, areas within neighboring municipalities, and from road right-of-ways maintained by the Texas Department of Transportation (TXDOT). The CITY will coordinate with the TXDOT, and neighboring municipalities with regard to debris disposal at the CITY-operated DMS. The intention of this Agreement is to create an arrangement where TXDOT, and municipalities can deliver their debris to the DMS upon approval by the CITY and does not necessitate individual agreements between the OWNER and each entity.

XIII. NOTICES

Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to the following respective addresses:

XIV. INDEMNIFICATION

The CITY agrees to indemnify and hold harmless OWNER from any claims, causes of action, administrative proceedings, and any and all other legal claims directly arising out of or relating to any damage, injury, loss, or other actions or omissions taken by CITY, its employees, agents, contractors, subcontractors, and representatives as a direct result of the CITY’s use of the Property under the terms and conditions of the Agreement. The CITY shall not be liable for any damage, injury, loss, or other actions or omissions not taken by CITY, its employees, agents, contractors, subcontractors and representatives, including acts of third parties not operating at the direction of or under the control of CITY. Further, CITY shall not be liable for any injury, damage, or loss sustained by OWNER as a result of OWNER’S breach of the terms and conditions of this Agreement.

XV. TERMINATION

SAMPLE DMS MEMORANDUM OF AGREEMENT

This Agreement shall be in effect from the last date written below until _____ . This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination. It is the intention of the Parties to discuss the renewal of this Agreement on an annual basis. Such renewals, if mutually agreed upon, shall be evidenced by an executed Supplemental Memorandum of Agreement. The Parties may choose to negotiate new or changed terms at the time of renewal.

OWNER:

CITY:

XVI. ENTIRE AGREEMENT

The OWNER and the CITY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by facsimile signatures. Unless and until further modified, this agreement shall consist of this document and the following attachments or addenda: Exhibit A

XVII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of Texas.

This Agreement shall be effective on the date of the last signature below. City in witness whereof, the Parties have each executed this Agreement, this the ___ day of _____, **ENTER YEAR.**

OWNER

BY:

(Signature)

(Print Name)

(Title)

DATE:

Appendix M

CITY OF EDINBURG

BY: _____
(Signature)

(Print Name)

(Title)

DATE: _____

WITNESS

BY: _____
(Signature)

(Print Name)

(Title)

DATE: _____

Appendix N
SAMPLE RIGHT-OF-ENTRY AGREEMENT

ROE Number: _____

RIGHT OF ENTRY AGREEMENT
City of Edinburg, Texas

I/We _____, the owner(s) of the property commonly identified as **(insert property address)** _____, do hereby request aid in removing debris to prevent further damage to my/our property and therefore grant and give freely and without coercion, the right of access and entry to said property to the City of Edinburg, or the United States Government, its employees, agents, contractors, and subcontractors thereof, pursuant to all applicable laws for the purpose of removing and clearing any or all _____-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless, the City of Edinburg, the State of Texas, and the United States Government, their agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any _____-damaged sewer lines, water lines and other utility lines located on the described property.

I/We (have ____, have not ____), (will ____, will not ____) receive(d) any compensation for debris removal from any other source including SBA, NRCS, private insurance, individual and family grant program or any other public assistance program. I will report any insurance settlements made to me or my family for debris removal on this property that has been performed at government expense. I am fully aware that an individual who fraudulently or willfully misstates any fact in connections with this agreement shall be subject to a fine of not more than \$10,000 or imprisoned for not more than one year or both.

STRUCTURAL DEMOLITION/REMOVAL

I/We (do _____, do not _____) request demolition and/or removal of unsafe structures on the described property, and upon request, certify that I/we have dwelling, and/or appurtenant structures located on the property that are _____-damaged to the extent to be unsafe, uninhabitable and beyond reasonable repair. If the City of Edinburg debris removal program allows structural demolition and/or removal of unsafe structures by this request, I/we extend right of entry for such purpose. By this authorization I/we state all personal effects of value to me/us have been removed from the property. I/We understand that the City of Edinburg is not obligated to demolish or remove structures as part of the debris removal program, and that any structures that may be removed under the program are recognized to be unsafe.

For the considerations and purposes set forth herein, I hereby set my hand this _____ day of _____, 20____.

Owner Signature: _____ Owner Signature: _____

Printed Name: _____ Printed Name: _____

SAMPLE RIGHT-OF-ENTRY AGREEMENT

Address _____

Telephone _____

Witness (Signature/Printed Name): _____

Address: _____

Appendix O
HAZARDOUS STUMP EXTRACTION AND REMOVAL
ELIGIBILITY

Appendix O

FEMA Public Assistance Program and Policy Guide FP 104-009-2 Section VI. A. c. Stump Removal

(c) Stump Removal

For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

Stump removal in areas with known or high potential for archeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If the Applicant discovers any potential archeological resources during stump removal, the Applicant must immediately cease work and notify FEMA.

Contracted Stump Removal

FEMA only reimburses contracted costs charged on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The Applicant needs to ensure the price for stump removal includes extraction, transport, disposal, and filling the root-ball hole.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible.

For stumps smaller than 2 feet in diameter, or for stumps of any size that do not require extraction, FEMA only provides PA funding based on volume or weight as removal of these stumps does not require special equipment. If the Applicant claims reimbursement of these stumps on a per stump basis, FEMA limits PA funding based on a unit price for volume or tons, calculated using the Stump Conversion Table (Located on the following pages of this Attachment).

If the Applicant incurs additional costs in picking up stumps 2 feet or larger in diameter that the contractor did not extract, it should complete the Hazardous Stump Worksheet ((Located on the following pages of this Attachment) and present documentation to substantiate the costs as reasonable based on the equipment required to perform the work.

(d) Documentation Requirements

The Applicant must provide all of the following documentation to support the eligibility of removing tree limbs, branches, stumps, or trees that are still in place:

- Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;
- Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);

HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY

- Quantity of material to fill root-ball holes; and
- Equipment used to perform the work.

STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

- 0.7854 is one-fourth Pi and is a constant. 46,656 is used to convert cubic inches to cubic yards and is a constant.

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

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

See the conversion chart on the following page.

Appendix O

Stump Diameter(Inches)	Debris Volume (Cubic Yards)	Stump Diameter(Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available): _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps CY	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Appendix P
EQUIPMENT LIST

Shredder/Chippers

YR	MAKE	TYPE	Sec #/ UNIT #	DESCRIPTION	DEPARTMENT AND DIVISION
1982	Seaman Pelvi	Chipper	3005	SPK-H Chip Shredder	Public Works/Streets
2000	John Deere	HX10	3039	HX10 Shredder	Public Works/Streets
2008	John Deere	MX8	3054	Shredder	Public Works/ROW
2008	John Deere	MX8	3053	Shredder	Public Works/ROW
2007	John Deere	Model MX6	3018	Shredder	Public Works/Streets

Tractors/Loaders/Backhoes/Excavators

YR	MAKE	TYPE	Sec #/ UNIT #	DESCRIPTION	DEPARTMENT AND DIVISION
2001	John Deere	Tractor	321	Model 5510	Public Works/Streets
1985	Deutz Allis	Tractor		Tractor	Parks Division
1993	Agco Allis	Tractor		Tractor	Parks Division
1979	Allis Chalmers	Tractor		Tractor	Parks Division
1979	Ford	Tractor		Tractor	Parks Division
1981	Kubota	Tractor		Tractor	Parks Division
1998	Case	Tractor		Tractor	Parks Division
2001	Kubota	Tractor		Tractor	Parks Division
2002	Caterpillar	Loader	330	Model 938-G Front End	Public Works/Streets
2004	John Deere	Wheel Loader		Wheel Loader	Parks Division
2014	John Deere	H260		Loader	Parks Division
2004	John Deere	Backhoe	351	Model 310G	Public Works/Streets
2006	Volvo	Excavator	339	Excavator	Public Works/Streets
2007	John Deere	Backhoe/Loader	344	Model 1209	Public Works/Streets

YR	MAKE	TYPE	Sec #/ UNIT #	DESCRIPTION	DEPARTMENT AND DIVISION
2010	John Deere	Backhoe/Loader	318	Backhoe Loader	Public Works/ Streets
2017	Bobcat				Public Works/Streets

Generator

YR	MAKE	TYPE	Sec #/ UNIT #	DESCRIPTION	DEPARTMENT AND DIVISION
2009	Kohler Power Systems	Diesel	3046	25 KW Generator	Public Works/ Streets

Flood Light

YR	MAKE	TYPE	Sec #/ UNIT #	DESCRIPTION	DEPARTMENT AND DIVISION
1989	Ikon	TP3A4-DC	3047	Flood light	Public Works/ Streets

Portable Message Boards

YR	MAKE	TYPE	Sec #/ UNIT #	DESCRIPTION	DEPARTMENT AND DIVISION
2004	National Signal	Arrow/Message Board	3029	Arrow Board	Public Works/Traffic
2004	National Signal	Arrow/Message Board	3030	Arrow Board	Public Works/Traffic
2016	K&K Systems	MB3L	3043	Solar Powered Portable Changeable Message Sign Board	Public Works/Streets
2016	K&K Systems	MB3L	3044	Solar Powered Portable Changeable Message Sign Board	Public Works/Streets
2016	Texas Pride	Utility Trailer	360	Utility Trailer	Public Works/ROW

Trucks

MAKE	YEAR	MODEL	DEPARTMENT AND DIVISION	UNIT #
Ford	2000	F-250 Pickup	Public Works/ROW	363
Dodge	2016	Ram 1500 Pickup 1/2T	Public Works/ROW	303
Ford	2002	F150	Public Works/ROW	371
Ford	1998	F-150	Public Works	361
Ford	2004	F-250	Public Works/ROW	373
Silverado	2006	2500HD	Public Works/ROW	365
International	1987	S-1600	Public Works/ROW	366
Ford	2009	F-250	Public Works/ROW	367
Big Tex	2010	25DU-18	Public Works/ROW	3048
Chevy	1986	1500	Public Works/ROW	370
Cargo Sport	2014	CSG832TA4	Public Works/ROW	3049
Ford	2006	F-250	Public Works/ROW	372
Ford	2005	F-150	Public Works/ROW	369
Ford	2006	F-150	Public Works/ROW	362
Chevrolet	2006	2500HD	Public Works/ROW	364
Ford	2005	F-250	Public Works/ROW	361
Ford	2018	F-150	Public Works/ROW	306

MAKE	YEAR	MODEL	DEPARTMENT AND DIVISION	UNIT #
American General	1983	Truck-Army	Public Works/Streets	357
Ford	2006	F-150	Public Works/TRAFFIC	305
Ford	2011	F-550	Public Works/TRAFFIC	342
Ford	2004	F150 1/2T	Public Works/Streets	313
Ford	2010	F-150	Public Works/Streets	304
Ford	1997	F-150	Public Works/Streets	319
Ford	2006	F-350	Public Works/Streets	349
Ford	2006	F150 1/2T	Public Works/Streets	307
Ford	2000	F-250	Public Works/Streets	341
Ford	1999	F-250 Ext Cab Super Duty	Public Works/TRAFFIC	328
Ford	2001	F-150 Pickup	Public Works/Streets	309
Ford	2002	F-150 Pickup	Public Works/Streets	310
Ford	2007	F-150	Public Works/Streets	311
Ford	2002	F-150 Supercab	Public Works/Streets	320
Ford	2005	Pickup	Public Works/Streets	308
Ford	1993	F-150 Pickup	Public Works/Streets	345
GMC	1994	Top Kick Truck	Public Works/Streets	322
GMC	1999	Sierra 1500 1/2 TON	Public Works/Streets	346

MAKE	YEAR	MODEL	DEPARTMENT AND DIVISION	UNIT #
Dodge	2002	Ram 1500 Pickup 1/2T	Public Works/Streets	385
Ford	2018	F-150	Public Works/Streets	305
Chevrolet	2017	CC15703	Public Works/Streets	301
Chevrolet	2017	CC15703	Public Works/TRAFFIC	302
Chevrolet	1994	Cheyenne	Public Works/Streets	315
Chevy	1992	Kodiak	Public Works/TRAFFIC	323

Trailers

MAKE	YEAR	MODEL	DEPARTMENT AND DIVISION	UNIT #
Big Tex	2010	Utility Trailer	Public Works/ROW	3050
Texas Pride	2016	Utility Trailer	Public Works/ROW	360
Homemade	1996	SINGLE AXLE TRAILER	Public Works/Streets	3010
Homemade	1990	16 FT TRAILER	Public Works/Streets	3036
Homemade	2009	Unknown	Public Works/Streets	3007
Interstate	2009	flatbed trailer	Public Works/Streets	3003
Homemade	1990	16 FT TRAILER	Public Works/Streets	3037
Eagerbeaver	1993	Trailer	Public Works/Streets	3012
Kenworth	1995	Conventional	Public Works/Streets	350
Homemade	1999	Trailer - two axle, 16'	Public Works/Streets	3015

MAKE	YEAR	MODEL	DEPARTMENT AND DIVISION	UNIT #
Homemade	2000	Trailer - single axle	Public Works/Streets	3020
Big Tex	2009	20 FT	Public Works/Streets	3001
Trail King	2007	Trailer	Public Works/Streets	3019
Trail King	2006	H.G. Series Low Boy Trailer	Public Works/Streets	3054
Freightliner	1999	FL-70	Public Works/Streets	338
C&M	2009	5X10 Trailer	Public Works/Streets	3008
Longhorn	2007	Trailer	Public Works/Streets	3022
Top Hat	2005	Two-Axle 18' Trailer	Public Works/Streets	3033
Unknown	2016	82x20 Utility TL	Public Works/TRAFFIC	3002
Trail King	2005	SHR 32	Public Works/Streets	3028
Interstate	2008	Trailer (Flatbed)	Public Works/Streets	3011
Trail King	2007	Trailer	Public Works/Streets	3031
Homemade	2000	Trailer - two axle, 16'	Public Works/Streets	3016

Bucket Truck

MAKE	YEAR	MODEL	DEPARTMENT AND DIVISION	UNIT #
Ford	2002	Bucket Truck	Public Works/TRAFFIC	340

Dump Trucks/Tractor Trailers

MAKE	YEAR	MODEL	DEPARTMENT AND DIVISION	UNIT #
Freightliner	2007	Mercedez Benz	Public Works/Streets	343
Peterbilt	2007	Truck-Tractor	Public Works/Streets	356
Freightliner	2015	M2 106	Public Works/Streets	326
Freightliner	2014	M2106	Public Works/Streets	316
Freightliner	2003	Conventional	Public Works/Streets	332
Freightliner	2002	Dump Truck	Public Works/Streets	312
Ford	1996	F-350 Dump Truck	Public Works/Streets	337
Peterbilt	2005	C7 330 Dump Truck	Public Works/Streets	353
Peterbilt	2005	C7 330 Dump Truck	Public Works/Streets	354
Peterbilt	2005	PB 385	Public Works/Streets	355
International	1994	Dump Truck	Public Works/Streets	331

Sweepers and Vacuum Trucks

MAKE	YEAR	MODEL	DEPARTMENT AND DIVISION	UNIT #
TYMCO	2010	600BAH - SWEEPER	Public Works/Streets	347
International	2006	Vactor Vacuum 7600	Public Works/Streets	367
Broce	1994	RJ300	Public Works/Streets	336
International		Vactor truck	Utilities	