

*Matagorda County*



***Debris Clearance and Removal Services for Matagorda County, City of Bay City and  
City of Palacios RFP 25-0001***

**SUBMIT RFPs TO:**

Matagorda County  
Auditor's Department  
County Office Building  
2200 7<sup>th</sup> Street, Room #208  
Bay City, TX 77414

**Note:** All correspondence must include the term  
"Auditor's Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

Tuesday, July 22, 2025  
2:00 PM (Central)

**MARK ENVELOPE:**

RFP 25-0001  
Debris Clearance &  
Removal Services

***ALL RFPs MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE AUDITOR'S OFFICE  
OF MATAGORDA COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***RFPs RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.***

***RFPs RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in  
writing and directed to:  
Crystal Morones  
County Grant Administrator  
[cmorones@co.matagorda.tx.us](mailto:cmorones@co.matagorda.tx.us)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Matagorda County website no  
Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated in this document.
- DO NOT submit responses via email or fax.

**COUNTY AUDITOR**  
**Matagorda County**  
**Vendor Information**

Kristen Kubecka  
County Auditor

Office (979) 241-0120

Legal Company Name (top line of W9)		
Business Name (if different from legal name)		
Federal ID # or S.S. #		
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes      Ticker Symbol _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
Phone/Fax Number	Phone: _____      Fax: _____	
Contact Person		
E-mail		
Check all that apply to the company listed above and provide certification number.	<div style="display: flex; justify-content: space-between;"> <div> DBE-Disadvantaged Business Enterprise  SBE-Small Business Enterprise  HUB –Texas Historically Underutilized Business  WBE-Women’s Business Enterprise </div> <div> <b>Certification #</b> _____  <b>Certification #</b> _____  <b>Certification #</b> _____  <b>Certification #</b> _____ </div> </div>	
Company’s gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____
	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)		
Signature of Authorized Representative		
Printed Name		
Title		
Date		

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE.**

## **1.0 OBJECTIVE:**

Matagorda County, City of Bay City and City of Palacios (County & City's) is requesting Request for Proposals (RFP) from professional debris removal companies in support of the County & City's emergency response efforts.

## **2.0 GENERAL:**

- 2.1 Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 2.2 Submittals and any other Respondent information in response to this RFP shall become the property of Matagorda County, City of Bay City and City of Palacios.
- 2.3 Matagorda County, City of Bay City and City of Palacios will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit Proposals at their own risk.
- 2.4 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your company's ability to meet the requirements, and an understanding of the County & City's needs.
- 2.5 Matagorda County, City of Bay City and City of Palacios makes no guarantee that an award will be made as a result of this RFP. Matagorda County, City of Bay City and City of Palacios reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RFP or contract when deemed to be in the County & City's best interest. Representations made within the Proposals submittal and any subsequent proposal will be binding on responding firms. Matagorda County, City of Bay City and City of Palacios will not be bound to act by any previous communication or submittal by the firms other than those responding to this RFP.

## **3.0 INSURANCE: (failure to provide is automatic disqualification)**

- 3.1 All respondents must submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Matagorda County, City of Bay City and City of Palacios, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement will result in disqualification of submittal.

- 3.2 At contract execution, firm shall furnish the County & City with property executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County & City. Firm shall provide certified copies of insurance endorsements and/or policies if requested by County & City. Firm shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Firm shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 3.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - 3.2.2 Employers' Liability insurance coverage shall be an amount not less than \$1,000,000.00 per employee for each accident or disease.
  - 3.2.3 Commercial general liability insurance with limits not less than \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate for bodily injury and property damage combined.
  - 3.2.4 Business Automobile Liability coverage applying to owned, non-owned, and hired automobiles with limits not less than \$300,000.00 each person and \$500,000.00 each accident for bodily injury and \$100,000.00 each accident for property damage.
  - 3.2.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
  - 3.2.6 Additional Insured and Waiver of Subrogation. All insurance policies required by this Contract, except Workers' compensation, shall name the County & City as an additional insured and shall contain a waiver of subrogation against the County & City, its agents and employees.
- 3.3 The County and the members of Commissioners Court, and The City and City Council shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of The County and the members of Commissioners Court, and The City and City Council.
- 3.4 If required coverage is written on a claims-made basis, firm warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.



#### **4.0 INDEMNIFICATION:**

Respondent shall indemnify and hold harmless THE COUNTY AND THE CITY'S against all liability for damages arising from activities of Respondent, its agents, servants or employees, performed under this agreement to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Respondent, its agents, servants, employees, consultants under contract, or another entity over which the Respondent exercises control. Respondent agrees to reimburse THE COUNTY AND THE CITY'S for reasonable attorney's fees in proportion to Respondent's liability.

- 4.1 Respondent shall timely report all such matters to THE COUNTY AND THE CITY'S and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide THE COUNTY AND THE CITY'S with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of THE COUNTY AND THE CITY'S required by Respondent in the defense of each matter.
- 4.2 Respondent's duty to defend, indemnify and hold Matagorda County, City of Bay City and City of Palacios harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Matagorda County, City of Bay City and City of Palacios in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 4.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 4.4 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 4.5 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify THE COUNTY AND THE CITY'S and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to THE COUNTY AND THE CITY'S.
- 4.6 Loss Deduction Clause - THE COUNTY AND THE CITY'S shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

## **5.0 ADDITIONAL INFORMATION:**

### **5.1 Explanation of Terms:**

- 5.1.1 Debris is the remains of things destroyed or damaged as a result of natural or technological disasters. Disaster debris may include yard waste, building materials, household items, personal property, hazardous household products, batteries, automobiles, boats, hazardous chemicals, spoiled food, dead animals, and other materials. Some types of debris pose a threat to health, safety, and the environment.
- 5.1.2 Categorization of Debris. There are a variety of schemes for categorizing debris. The following categorizations will be utilized:
  - 5.1.2.1 Burnable Natural Debris
  - 5.1.2.2 Burnable Construction and Demolition (C&D)
- 5.1.3 Approved Final Disposal Site. A final disposal site approved in writing by the END USER.
- 5.1.4 Authorized Representative. END USER employees and/or contracted individuals designated by the END USER or END USER debris manager.
- 5.1.5 Cleanup Crew. A group of individuals or an individual employed by the OFFEROR to collect disaster debris.
- 5.1.6 Construction and Demolition (C&D) Debris. FEMA publication 325 defines eligible C&D debris as damaged components of buildings and structures such as lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation equipment, furnishing and other residential contents that are a result of a disaster. (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:
  - 5.1.6.1 Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way (ROW).
  - 5.1.6.2 Debris removal must be the legal responsibility of the applicant.
  - 5.1.6.3 Debris must be a result of a major disaster.
- 5.1.7 Debris. 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.
- 5.1.8 Debris Management Site (DMS). 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 storage and reduction site (TDSRS) or temporary debris staging and processing facility (TDSPF).
- 5.1.9 Debris Manager. The END USER will designate a Debris Manager, who will provide oversight for all phases of debris removal operations.
- 5.1.10 Debris Removal. Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

5.1.11 Demolition. Demolition is 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.

5.1.12 Description of Designated Area

5.1.12.1 The designated area for debris removal is bounded by END USER limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the END USER. Debris clearance and removal on roadways in municipalities within the END USER'S limits may assign debris removal responsibilities to the OFFEROR. The OFFEROR will remove debris from municipal roadways at the direction of the END USER. The END USER may also authorize the OFFEROR to remove debris from NON-END USER roadways or other areas as directed in writing by the END USER.

5.1.12.2 All debris identified by the END USER shall be removed. The OFFEROR shall make up to two complete passes through the END USER'S limits, removing all debris along each ROW. The END USERS may or may not require the OFFEROR to perform a third pass. Partial removal of debris piles is strictly prohibited. The OFFEROR shall not move from one designated area to another designated area without prior approval from the END USER 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 OFFEROR shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the END USER.

5.1.12.3 The OFFEROR shall deliver debris to disposal sites that have been permitted to receive disaster debris and will adhere to all State, Local & Federal regulation.

5.1.12.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs 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.

5.1.12.5 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 END USER.

5.1.12.6 Loose leaves and small debris in excess of one 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.

5.1.12.7 The OFFEROR will provide an on-site Project Manager to the END

USER. The Project Manager shall provide the END USER 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 END USER representatives. Daily meeting topics will include but will not be limited to volume of debris collected, completion progress, local coordination, and damage repairs. The END USER may adjust the frequency of meetings. The OFFEROR Project Manager must be available 24 hours-a-day, or as required by the END USER.

5.1.12.8 The END USER may provide the OFFEROR with potential DMS(s). The OFFEROR will be responsible for returning the DMS(s) to its original condition, abiding by all State and Federal environmental regulatory requirements.

5.1.12.8.1 DMS locations to be determined within the END USER service request form.

5.1.12.8.2 Once DMS locations are identified, the OFFEROR will be provided with the address, GPS coordinates, and estimated acreage of each DMS.

5.1.12.8.3 Based on the severity of the disaster, the END USER may task the OFFEROR with locating additional sites available to be used as DMS(s).

5.1.12.8.4 The END USER does not warrant or guarantee the availability or use of any dump sites. The OFFEROR must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by the END USER. The OFFEROR will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. DMS (s) operations and remediation must comply with all Local, State and Federal safety environmental standards. OFFEROR reduction, handling, disposal, and remediation operations must be approved in writing by END USER.

5.1.12.8.5 Payment for disposal costs (such as tipping fees) incurred by the OFFEROR at permitted disposal facilities, or other END USER-approved sites that meet Local, State, and Federal regulation for disposal, will be made at the cost incurred by the OFFEROR. The OFFEROR 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 OFFEROR payment to the disposal facility.

5.1.12.9 The OFFEROR shall conduct the works 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.

5.1.12.10 The END USER reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.

5.1.12.11 The OFFEROR shall be capable of assembling, directing, and managing a workforce that can be fully operation in debris

management operations in a maximum of seventy-two (72) hours, or sooner depending on the extent of the disaster. Operations must begin with twenty-four (24) hours of notification by the END USER. Depending on the category of the event, the END USER may request immediate mobilization.

5.1.12.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by Endangered Species Act. For END USERS, any project that requires a federal permit or receives federal funding is subject to Section 7. The OFFEROR and END USER will comply with the findings of Section 7 consultation, if applicable.

5.1.12.13 Debris management activities reimbursed through federal disaster programs may occur in areas that are protected by the Texas Historical Commission (THC). The OFFEROR and END USER will coordinate with the SHPO when appropriate.

5.1.13 Disaster Specific Guidance (DSG). 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 by its numerical identification.

5.1.14 Eligible. Eligible means qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the END USER to the OFFEROR) of the FEMA Public Assistance Grant Program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325, 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.

5.1.15 Endangered Species Act

5.1.15.1 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 United States Fish and Wildlife Service (FWS) for fresh-water and wildlife, if they are proposing an action that may affect listed species of their designated habitat. “Action” is defined broadly to include funding, permitting, and other regulatory actions. (See [50 C.F.R. § 402.02](#).)

5.1.15.2 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 in order 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.

- 5.1.16 FEMA Publication 325 Debris Management Guide. This publication specifically dedicated to the rules, regulations, and policies associated with the debris removal process. Familiarity with this publication and any revisions can help a Local government limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:
  - 5.1.16.1 Eliminating immediate threats to lives, public health, and safety
  - 5.1.16.2 Eliminating immediate threats of significant damage to improved public or private property
  - 5.1.16.3 Ensuring the economic recovery of the affected community to the benefit of the community at large
- 5.1.17 Grinding. Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used a mulch or fuel. Grinding may also be referred to as chipping or mulching.
- 5.1.18 Hazardous Hanging Limbs. A limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
  - 5.1.18.1 The limb must be greater than two (2) inches in diameter
  - 5.1.18.2 The limb must be suspended in a tree and threatening public use area
  - 5.1.18.3 The limb must be located on improved public property.
- 5.1.19 Hazardous Leaning Tree. A tree is considered hazardous and defines as an eligible leaner 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 (6) inches in diameter or greater as measured by two (2) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
  - 5.1.19.1 The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist)
  - 5.1.19.2 The tree has a split trunk or broken branches that expose the heartwood
  - 5.1.19.3 The tree has fallen or been uprooted within a public use area
  - 5.1.19.4 The tree is leaning at an angle greater than thirty (30) degrees.
- 5.1.20 Hazardous Stump. A stump is defines 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 325 are:
  - 5.1.20.1 The stump has fifty (50) percent or more of the root ball exposed
  - 5.1.20.2 The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground
  - 5.1.20.3 The stump is located in a ROW
  - 5.1.20.4 The stump poses an immediate threat to public health and safety.

- 5.1.21 Historic Preservation. 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 regulation.
- 5.1.22 Household Hazardous Waste (HHW)
  - 5.1.22.1 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:
    - 5.1.22.1.1 HHW must be located within a designated area and be removed from an eligible applicant's improved property or ROW
    - 5.1.22.1.2 HHW removal must be the legal responsibility of the applicant
    - 5.1.22.1.3 HHW must be a result of a major disaster
  - 5.1.22.2 The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by the OFFEROR with written authorization by the END USER. Hazardous waste must be disposed of in accordance with all rules and regulations of Local, State and Federal regulatory agencies.
- 5.1.23 Monitor. Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the END USER'S expectations and contractual requirements, and complying with all applicable Federal, State, and Local regulations. May also be referred to as a field inspector.
- 5.1.24 Personal Protective Equipment (PPE). Equipment worn to minimize exposure to a variety of hazards.
- 5.1.25 Recycling. The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- 5.1.26 Refrigerant. Ozone-depleting compound that must be removed from white goods or other refrigerant-containing items prior to recycling or disposal.
- 5.1.27 Right-of-Entry (ROE). As used by FEMA, the documents by which a property owner confers to the END USER or its OFFEROR or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- 5.1.28 Right-of-Way (ROW). 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.
- 5.1.29 Scale/Weigh Station. 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.
- 5.1.30 Tipping Fee. 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.

- 5.1.31 Used Electronics. 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.
- 5.1.32 Vegetative Debris
  - 5.1.32.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.
  - 5.1.32.2 Remains of standing trees that are clearly damaged beyond salvage
- 5.1.33 White Goods. As outlined in FEMA Publication 325, eligible white goods are defined as discarded disaster-related 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 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:
  - 5.1.33.1 White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW
  - 5.1.33.2 White goods removal must be the legal responsibility of the applicant
  - 5.1.33.3 White goods must be a result of a major disaster
- 5.2 Objectives – Matagorda County, City of Bay City and City of Palacios prioritizes the following objectives of debris management in the aftermath of an emergency:
  - 5.2.1 Reopen roads and provide access to facilities that provide essential government and population support services
  - 5.2.2 Remove debris from public property
  - 5.2.3 Assist citizens in removing debris from private property
  - 5.2.4 Reduce the volume of debris going to disposal facilities to extend the life of those facilities and reduce costs
  - 5.2.5 Ensure hazardous materials are segregated from other debris and properly disposed of
- 5.3 Situation
  - 5.3.1 The type and quantity of debris generated by an emergency situation is a function of the type of event, the location of impact, and the magnitude, intensity, and duration.
  - 5.3.2 The quantity and type of debris generated, its location, and the size of the area over which it is spread affect the choice of removal and disposal methods, the costs incurred in doing so, and the time it will take to accomplish the task.
- 5.4 Assumptions:
  - 5.4.1 Emergency situations requiring debris removal may occur at any time
  - 5.4.2 Local government may have insufficient resources to remove debris created by a major emergency or disaster and accomplish other recovery tasks
  - 5.4.3 If local debris removal capabilities are insufficient, the County & City Judge may issue a local disaster declaration and request assistance in debris



removal

- 5.4.4 Citizens should assist in removing debris from the immediate area of their homes
- 5.4.5 Proper public information can encourage appropriate cooperative action, speeding up the process and reducing costs.

## **6.0 SCOPE OF WORK:**

6.1 Phased Approach – Debris Management shall be conducted in phases, including:

### **6.1.1 Phase One – Emergency Roadway Clearance**

6.1.1.1 Following a disaster, the top priority is the clear major roads and routes providing access to key population support facilities such as hospitals, to allow for the movement of emergency vehicles, resumption of critical services, and damage assessment. Emergency roadway clearance also facilitates the deployment of external response elements and delivery of emergency equipment and supplies.

6.1.1.2 Local governments are responsible for clearing city streets, County & City roads, and their right of ways. Texas Department of Transportation (TXDOT) is responsible for clearing state and federal highways and the right of ways for such highways along with debris disposal resulting from the clearing process.

6.1.1.3 In this phase, crews equipped with chain saws will generally be required to cut up downed trees and heavy equipment will be needed to move the remains. If possible, heavy equipment used for moving debris should be equipped with protective cabs and all personnel should wear protective equipment. Fire hydrants, driveway cutouts, and utility valves should be left unobstructed.

6.1.1.4 Electrical systems are often damaged by the same hazards that create substantial debris, public works and engineering crews may need to coordinate their efforts to remove debris with utility crews.

### **6.1.2 Phase II – Debris Removal and Disposal**

#### **6.1.2.1 Debris Removal from Public Property.**

Large-scale debris removal and disposal operations can be extremely costly. It is vital to determine if federal assistance will be provided and the rules that apply to such assistance before commencing debris removal operations. See the DEM Texas Disaster Recovery Manual for further information.

6.1.2.1.1 In the aftermath of a disaster, it may be necessary to remove debris from a variety of public property, including:

6.1.2.1.1.1 Roads and rights of way.

6.1.2.1.1.2 Government buildings, grounds, and parking lots.

6.1.2.1.1.3 Parks and recreation facilities.

6.1.2.1.1.4 Storm drainage systems and reservoirs.

6.1.2.1.2 If the emergency resulted in a Presidential Disaster Declaration, the expense of debris removal from public property may be partially reimbursed by the federal government if the debris must be removed to:

6.1.2.1.2.1 Eliminate immediate threats to life, public health

and safety.

6.1.2.1.2.2 Eliminate immediate threats of significant damage to improved public or private property.

6.1.2.1.2.3 Ensure economic recovery of the affected community.

6.1.2.1.3 State law provides that state resources may not be used to clear or remove debris from local public property unless the local government presents the State an unconditional authorization for removal.

#### 6.1.2.2 Debris Removal from Private Property.

6.1.2.2.1 Debris removal from private property, including demolishing condemned structures, is generally the responsibility of the property owner, and the cost may be wholly or partly covered by insurance. If there has been a Presidential Disaster Declaration and debris on private property is so widespread that public health, safety, or the economic recovery is threatened, local government may be partially reimbursed for the cost of debris removal from private property. Local government normally has responsibility for picking up and disposing of debris from private property placed at the curb and bears the cost of that effort.

6.1.2.2.2 When the Governor has issued a disaster declaration for an emergency situation, § 418.023 of the Government Code law provides that state resources may be used to remove debris from private property. As a general rule, the property owner must authorize removal of debris, grant unrestricted access, and indemnify the state against any claim resulting from the removal. As the Executive Order of the Governor Relating to Emergency Management provides that County & City judges and mayors who have issued a local disaster declaration may exercise the emergency powers of the Governor on an appropriate local scale, local governments may remove debris from private property subject to the same conditions cited above. Attachment 1 to this appendix provides a sample Debris Removal Access Agreement that should be used to meet statutory requirements.

## 6.2 Preparation for Debris Removal

Considerable time and labor can be saved in the debris removal process by sorting debris from public property and encouraging the public to sort debris from private property before it is picked up. A proactive public outreach program should advise the public of the actions they can take to facilitate pickup, including:

- 6.2.1 Sorting debris into categories – burnable natural debris, burnable construction and demolition debris, non-burnable debris, and potentially hazardous debris.
- 6.2.2 Placing sorted debris piles at curbside.
- 6.2.3 Keeping debris off roadways and away from fire hydrants and utility valves.
- 6.2.4 Disposing of household waste in normal refuse containers.

### 6.3 Estimating the Amount of Debris

In determining the means to be used to remove and dispose of debris, it is essential that local officials have a reasonable estimate of the amount of debris that must be removed and eventually disposed of. Utilized the attached Attachment I Annex K, which provides a methodology that may be used to estimate the amount of debris that must be removed.

### 6.4 Determining Debris Removal Strategy

6.4.1 After an estimate of the amount of debris that needs to be removed is made, options for removing the debris should be evaluated in terms of their cost and timeliness.

6.4.2 General Strategies for debris removal and processing are as follows:

6.4.2.1 Removal and processing of debris by local government.

6.4.2.1.1 Advantages:

6.4.2.1.1.1 Direct government control.

6.4.2.1.2 Disadvantages:

6.4.2.1.2.1 Normally requires diversion of significant government resources from regular functions and makes them unavailable for other recovery tasks.

6.4.2.1.2.2 Speed of debris removal may be constrained by the government equipment and personnel available.

6.4.2.1.2.3 Local government may lack specialized equipment and skills needed to carry out all aspects of debris removal.

6.4.2.2 Removal and processing of debris by contractors.

6.4.2.2.1 Advantages:

6.4.2.2.1.1 Speed of debris removal may be increased by contracting for additional resources.

6.4.2.2.1.2 If local contractors are used, may provide local economic benefit.

6.4.2.2.2 Disadvantages:

6.4.2.2.2.1 Requires detailed contracts.

6.4.2.2.2.2 Requires extensive oversight and inspection.

6.4.2.3 Removal and processing of debris by a combination of local government and contractors.

6.4.3 If contractors are used, the disaster area should be divided into geographic sectors for control purposes and bids solicited based on the estimated quantity of debris in each sector. In defining sectors, it is desirable to group properties of like type, construction, and with similar vegetation together. This will also facilitate estimating the quantity of debris that needs to be removed.

6.4.4 Debris may be removed by one time collection of all debris at each property or using multiple passes to collect different types of material that have been pre-sorted by the property owner.

### 6.5 Establishing Temporary Debris Storage and Reduction (TDSR) Facilities

6.5.1 The effective disposal of large quantities of disaster debris requires that suitable temporary storage and volume reduction facilities be established. Such facilities hold debris until it can be sorted, reduced in volume, and dispatched to an appropriate disposal facility. Sorting and volume reduction can significantly reduce the costs of disposing of debris and prevent potentially serious environmental problems.

6.5.2 Sorting. TDSR facilities sort debris and send it to the most appropriate facility

for treatment or disposal. Sorting is needed to separate burnable from non-burnable materials and segregate hazardous products for disposal at authorized facilities and identify debris that can be burned, chipped or ground, recycled, or simply disposed of at a landfill without treatment.

6.5.3 The volume of debris can be greatly reduced by a variety of methods, including:

6.5.3.1 Incineration. This method includes open burning, use of air curtain pit incineration (trench burners), or use of portable air curtain incinerators. Incineration of burnable debris typically reduces its volume by 95 percent.

6.5.3.2 Chipping and grinding. Chipping and grinding is appropriate for clean, woody debris and typically reduces its volume by 75 percent. However, chipping and grinding normally costs as much as incineration and unless the resulting mulch can be disposed of without cost or at a profit, local government may incur additional costs to have the residual material hauled to a landfill.

6.5.3.3 Recycling. Recycling debris may present an opportunity to reduce the overall cost of disposal. Metals, lumber, and soil are the most likely candidates for recycling. Before local government attempts to operate a recycling operation, it is essential to determine if there is, in fact, a market for the materials sorted out in the recycling process; otherwise the output may simply have to be hauled to a landfill. Specialized contractors may be willing to undertake recycling, particularly if it involves large amounts of well sorted debris.

6.5.4 Site Selection

6.5.4.1 Criteria pertinent to selecting TDSR facilities are:

6.5.4.1.1 Preferably government-owned.

6.5.4.1.2 Large enough to accommodate a storage area, a sorting area, and volume reduction operations area(s).

6.5.4.1.3 Reasonable proximity to disaster areas and debris disposal sites.

6.5.4.1.4 Good road access.

6.5.4.1.5 Not in a residential area or in the vicinity of schools, churches, or other facilities with concentrations of population.

6.5.4.1.6 Not in an environmentally sensitive area, such as wetlands or a water well field.

6.5.4.2 Local landfills and possible local sites for TDSR facilities are described in Attachment 2 to this appendix. The selection of specific sites to be used for TDSR facilities will normally be made by a team of local, state, and, where appropriate, federal personnel, who are familiar with the local area and the specific environmental regulations governing such facilities. Attachment 3 to this appendix provides methods for determining space requirements for TDSR sites and estimating the quantity of debris that must be disposed of after processing.

6.6 Public Information and Instructions

6.6.1 In the aftermath of an emergency situation, the Public Information staff should provide the public detailed information on debris removal and disposal plans and procedures. Providing appropriate instructions to the public concerning

debris removal can significantly reduce the time and costs involved. Public information on debris removal must start as soon as possible after the disaster – before people start moving and stacking large amounts of debris.

6.6.2 Public instructions should encourage citizens to:

6.6.2.1 Assist their neighbors, particularly the elderly or infirm, in removing debris.

6.6.2.2 Move debris to curbside for pickup.

6.6.2.3 Separate debris into the categories determined by local officials.

6.6.2.4 Keep debris piles away from fire hydrant and utility valves.

6.6.3 Public information should keep citizens advised of:

6.6.3.1 Debris pickup schedules and the system of pickup, if various types of debris will be picked up on different days.

6.6.3.2 Self-help disposal guidelines for citizens and businesses that wish to haul their own debris to a debris storage area or landfill.

6.6.4 The normal methods of public information dissemination through the media should be used to provide information to the public. If loss of electric power has occurred, extra effort must be made to reach those without power using door hangers, flyers, signs, and, if necessary, door-to-door outreach.

6.7 Regulatory Issues and Technical Assistance

6.7.1 The Texas Commission on Environmental Quality (TCEQ) regulates the disposal of waste, including hazardous waste. TCEQ also issues emergency permits for debris incineration. Hence, the advice and assistance of TCEQ should be obtained in developing and implementing plans for debris disposal.

6.7.2 The Texas Department of State Health Services (DSHS) is the state agency responsible for ensuring food safety. The assistance of DSHS should be sought when there are questions regarding the safety of foodstuffs in damaged retail stores, warehouses, and processing facilities. DSHS has the authority to condemn unsafe foodstuffs so that they can be disposed of.

6.7.3 The Texas Animal Health Commission (TAHC) can provide advice and assistance regarding the disposition of dead animals. TAHC may also help identify stray live animals so they can be returned to their owners.

6.8 This RFP is intended to the services of a capable and experienced Offeror who can provide FEMA-compliant disaster debris removal services to End-Users for specific projects in their jurisdiction to efficiently remove varied volumes of disaster-generated debris from various sized areas in a timely and cost-effective manner and lawfully disposing of all debris. The OFFEROR must handle, properly dispose, contain and transport debris management activities in accordance with the applicable Federal, State and local regulations, as applicable, which may include the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health (TDH), Natural Resources Conservation Services (NRCS), Historical Preservation Office (SHPO), and the Texas Commission on Environmental Quality (TCEQ) or other regulations as determined by the End-User's needs. The OFFEROR shall have the capacity to manage a major workforce with multiple SUB-OFFERORS and to cover the expenses of a major recovery prior to being paid by the END USER. Established management teams must be in place. The OFFEROR shall have the resources to provide the equipment and personnel necessary to cover a disaster. It shall be the OFFEROR'S responsibility to load, transport, reduce, and properly dispose of all disaster-generated debris once the END USER issues a Notice to Proceed to the OFFEROR, unless otherwise directed in writing by the END

USER. Payment for disposal costs (such as tipping fees) incurred by the OFFEROR at an END USER-approved final disposal site that meet Local, State, and Federal regulations for disposal will be reimbursed by the END USER as a pass-through cost. Prior to reimbursement by the END USER, the OFFEROR must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of OFFEROR payment to the disposal facility. The OFFEROR shall have an excellent understanding of FEMA Project Worksheets and the documentation involved for the reimbursement from FEMA, FHWA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility. Contracts must meet rules for Federal grants, as provided for in Title 44 Code of Federal Regulations (CFR) Part 13, (§13.36, Procurement) to 2 CFR 200 to be eligible for reimbursement under the Public Assistance Program. This scope of work may include, but is not limited, to: (Actual work will be determined by the End-User)

- 6.8.1 Emergency Road Clearance. Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from END USER roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the END USER shall be clear and passable within seventy (70) working hours of the issuance of a Notice to Proceed from the END USER to conduct emergency roadway clearance work. The END USER may choose to extend the OFFEROR'S seventy (70)-hour limit through a written request. This may include roadways in municipalities within the END USER. Roadways will be cleared as directed by the END USER. The OFFEROR shall assist the END USER 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.
- 6.8.2 Right-Of-Way (ROW) Vegetative Debris Removal. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris from the END USER ROW to an END USER-approved DMS or approved final disposal site in accordance with all Federal, State, and Local regulations.
  - 6.8.2.1 Vegetative debris in the END USER ROW is defined as debris, resulting from a hurricane or other natural or human-caused disaster that has been or will be placed along public ROWs, easements, END USER parks, alleys, END USER debris staging areas, and other areas as designated by the END USER.
  - 6.8.2.2 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 physical obstacle) will be deemed to be on the ROW, and is to be removed.
  - 6.8.2.3 The OFFEROR will remove vegetative debris as directed by the END USER.
  - 6.8.2.4 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the END USER or its authorized representative.

- 6.8.2.5 The OFFEROR must provide traffic control as conditions require or as directed by the END USER.
- 6.8.2.6 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific right-of-entry (ROE) legal and operational procedures.
- 6.8.3 ROW Construction and Demolition (C&D) Debris Removal. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to pick up and transport eligible C&D debris from the END USER ROW to an END USER-approved final disposal site in accordance with all Federal, State, and Local regulations.
  - 6.8.3.1 C&D debris in the END USER ROW is defined as disaster generated debris that has been or will be placed along public ROW, easements, END USER parks, alleys, and END USER debris staging areas.
  - 6.8.3.2 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 physical obstacle) will be deemed to be on the ROW, and is to be removed.
  - 6.8.3.3 The OFFEROR will remove C&D debris from the ROW as directed by the END USER.
  - 6.8.3.4 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
  - 6.8.3.5 All eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the END USER or its authorized representative.
  - 6.8.3.6 The OFFEROR must provide traffic control as conditions require or as directed by the END USER.
  - 6.8.3.7 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures.
  - 6.8.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The END USER or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.
- 6.8.4 Demolition, Removal, Transport, and Disposal of Non-RACM Structures. Work shall consist of all labor, equipment, fuel, traffic control 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 END USER. 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 an END USER-approved final disposal site in accordance with

all Federal, State, and Local regulations.

6.8.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the END USER.

6.8.4.2 Entry onto private property will only be permitted when directed by the END USER. The END USER will provide specific ROE legal and operational procedures.

6.8.4.3 The OFFEROR 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.

6.8.4.4 Decommissioning consists of the removal and disposal of all household hazardous waste (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.

6.8.4.5 Any structurally unsound and unsafe structures will be identified and presented to the END USER for direction regarding decommissioning.

6.8.4.6 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 END USER'S authorized representative.

6.8.4.7 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

6.8.4.8 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

6.8.5 Demolition, Removal, Transport, and Disposal of RACM Structures. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the END USER. 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 an END USER approved final disposal site in accordance with all Federal, State, and Local regulations.

6.8.5.1 The OFFEROR 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.

6.8.5.2 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.

- 6.8.5.3 Any structurally unsound and unsafe structures will be identified and presented to the END USER for direction regarding decommissioning.
- 6.8.5.4 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 END USER'S authorized representative.
- 6.8.5.5 Once the debris removal vehicle has been issued a load ticket from the END USER'S authorized representative, the debris removal vehicle will proceed immediately to an END USER-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 6.8.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the END USER or its authorized representative. The END USER will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- 6.8.6 DMS Management and Operations. Work shall consist of all labor, equipment, fuel, traffic control 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 END USER prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the END USER.
  - 6.8.6.1 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 (THC), or other State agencies. The OFFEROR shall also be responsible for all costs associated with third-party groundwater and soil testing.
  - 6.8.6.2 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.), and END USER as outlined in Section 2.10 Description of Designated Area.
  - 6.8.6.3 If the alternate tonnage price schedule of this RFP is used, the OFFEROR shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of receiving the Notice to Proceed or written notice that the END USER intends to use the alternate tonnage price schedule of this RFP. The OFFEROR shall provide a sufficient number of scales meeting the END USER'S specifications to provide for the efficient delivery of waste streams without excessive wait times. The END USER shall decide what constitutes an excessive wait time. To the extent that the END USER determines that additional scales are

required, certified scales must be operational within five (5) business days of the END USER'S written request, or other time frame as determined by END USER.

- 6.8.6.4 The OFFEROR 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.
- 6.8.6.5 The OFFEROR is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).
- 6.8.6.6 The OFFEROR 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).
- 6.8.6.7 The OFFEROR is responsible for providing twenty-four (24)-hour security at DMS(s).
- 6.8.6.8 The OFFEROR will only permit OFFEROR vehicles and others specifically authorized by the END USER or its authorized representative on DMS locations.
- 6.8.6.9 The OFFEROR is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).
- 6.8.6.10 The OFFEROR 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).
- 6.8.6.11 The OFFEROR 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 END USER will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s).
- 6.8.6.12 The OFFEROR shall provide tower(s) from which the END USER or its authorized representative can make volumetric load calls. The tower provided by the OFFEROR will meet required minimum specifications.
- 6.8.6.13 The OFFEROR is responsible for operating the DMS(s) in accordance with Occupational Health and Safety Administration (OSHA), EPA, and TCEQ guidelines.
- 6.8.6.14 Upon completion of haul-out activities, the OFFEROR 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 END USER or its authorized representative. Site remediation will include but is not limited to returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may

have been demolished at the END USER'S direction for DMS(s) operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; and new sod or seeding must meet standards for intended use. 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 END USER.

- 6.8.7 DMS Management and Reduction by Grinding. 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 END USER. Grinding must be approved by the END USER prior to commencement of reduction activities.
  - 6.8.7.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
  - 6.8.7.2 The OFFEROR must obtain the END USER'S approval to reduce C&D debris. If approved for reduction by the END USER, C&D debris must be reduced via grinding in order for the END USER to compensate the OFFEROR for reduction. Incineration or mauling of C&D are not acceptable methods of C&D reduction.
- 6.8.8 DMS Management and Reduction by Incineration. 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 END USER. Incineration must be approved by the END USER prior to commencement of reduction activities.
  - 6.8.8.1 All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
- 6.8.9 Haul Out of Reduced Debris to Final Disposal Site. 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 an END USER-approved DMS(s) to an END USER-approved final disposal site in accordance with all Local, State, and Federal regulations.
  - 6.8.9.1 All un-reduced disaster debris must be transported to a final disposal site separately from reduced debris.
  - 6.8.9.2 The OFFEROR 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.
  - 6.8.9.3 The OFFEROR shall not use any disposal site without the written consent of the END USER. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the END USER prior to issuing any such authorization.
  - 6.8.9.4 The OFFEROR shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the OFFEROR, and the END USER for permission to post an END USER inspector at the site for verification of each load disposed.
  - 6.8.9.5 The OFFEROR shall provide a sufficient number of debris site towers and/or certified scales meeting END USER specifications to provide

for the efficient delivery of waste streams without excessive wait times. The END USER shall decide what constitutes an excessive wait time. To the extent that the END USER determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the END USER'S request and certified scales must be operational within five (5) business days of the END USER'S request or other time frame as determined by END USER.

6.8.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.

6.8.9.7 The OFFEROR shall not receive any payment from the END USER 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 the END USER.

6.8.10 Removal of Hazardous Leaning Trees and Hanging Limbs. Work shall consist of all labor, equipment, fuel, control costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four (4) feet from the base of the tree or chest height, and eligible hazardous hanging limbs two (2) inches or greater in diameter in the END USER ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in the END USER ROW will be placed in the safest possible location on the END USER ROW and subsequently removed in accordance with Section 5.2 of this RFP. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four (4) feet from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with Section 5.2 of this RFP. The END USER will not compensate the OFFEROR 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 END USER ROW, then the OFFEROR must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

6.8.10.1 Eligible hazardous leaning trees will be identified by the END USER or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the END USER ROW or private property will be performed as identified by the END USER or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the OFFEROR in writing by the END USER 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:

6.8.10.1.1 The tree has more than fifty (50) percent of the crown damaged or destroyed (requires written documentation from an arborist).

6.8.10.1.2 The tree has a split trunk or broken branches that expose

the heartwood.

6.8.10.1.3 The tree has fallen or been uprooted within a public use area.

6.8.10.1.4 The tree is leaning at an angle greater than thirty (30) degrees.

6.8.10.2 Eligible hazardous hanging limbs will be identified by the END USER or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter on the END USER ROW or private property will be performed as identified by the END USER'S authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the OFFEROR in writing by the END USER'S authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy all the following requirements:

6.8.10.2.1 The limb is greater than two (2) inches in diameter.

6.8.10.2.2 The limb is still hanging in a tree and threatening a public use area.

6.8.10.2.3 The limb is located on improved public property.

6.8.11 Removal of Hazardous Stumps. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, in the END USER ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the END USER 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 twenty-four (24) inches from the base of the tree and less than twenty-four (24) inches in diameter will be considered normal vegetative debris and will be removed in accordance with Section 3.2 of this RFP. The END USER will not compensate the OFFEROR for removing hazardous stumps less than twenty-four (24) inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA Stump Conversion Table (see Attachment 1) will be removed under the terms and conditions of Section 3.2.

6.8.11.1 Eligible hazardous stumps will be identified by the END USER for removal. Removal and transportation of hazardous uprooted stumps in the END USER ROW and private property will be performed as identified by the END USER. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the OFFEROR in writing by the END USER. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:

6.8.11.1.1 Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.

6.8.11.1.2 Fifty (50) percent or more of the root ball is exposed.

6.8.11.1.3 The stump is on END USER ROW and poses an

immediate threat to public health, safety, or welfare.

- 6.8.11.2 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).
- 6.8.11.3 The END USER or its representative will measure and certify all stumps before removal.
- 6.8.11.4 Stumps shall only be collected after the END USER and the OFFEROR document and perform the following:
  - 6.8.11.4.1 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.
  - 6.8.11.4.2 Size – Measure and record the diameter of the stump to be removed at the appropriate location.
  - 6.8.11.4.3 Marking – Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
  - 6.8.11.4.4 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.
- 6.8.11.5 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.
- 6.8.12 ROW White Goods Debris Removal. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to END USER-approved DMS, decontamination, and transportation to the END USER’S approved final disposal site.
  - 6.8.12.1 White goods containing refrigerants must first have such refrigerants removed by the OFFEROR’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.
  - 6.8.12.2 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.
  - 6.8.12.3 There are no disposal fees for residential white goods.

- 6.8.13 Used Electronics. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to the END USER-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 END USER. The OFFEROR shall recycle or dispose of all eligible used electronics in accordance with all Local, State, and Federal regulations.
- 6.8.14 Household Hazardous Waste Removal, Transport and Disposal. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.
  - 6.8.14.1 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.
  - 6.8.14.2 The collection methods shall include collection vehicles supplied by the OFFEROR 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 personal protective equipment (PPE) and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. OFFEROR 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 PCBs. Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the END USER or OFFEROR as directed by the END USER. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.
  - 6.8.14.3 3.14.3 HHW from DMS
- 6.8.15 Abandoned Vessel and Vehicle Removal. Work shall consist of the all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the END USER. The removed eligible vehicles will be hauled to an END USER-approved staging area and subsequently disposed of by the appropriate regulatory agency.
  - 6.8.15.1 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.
- 6.8.16 Animal Carcass Removal and Disposal. Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the END USER to an approved final disposal site. The carcasses will be hauled to an END USER-approved staging area and subsequently disposed of by the appropriate regulatory agency.
  - 6.8.16.1 The OFFEROR will coordinate activities with the appropriate Local animal control agency.

- 6.8.16.2 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.
- 6.8.17 Other Debris Removal Work. Neither the OFFEROR nor any SUB-OFFEROR shall solicit work from private citizens or others to be performed in the designated work areas during the term of this CONTRACT. The END USER reserves the right to require the OFFEROR to dismiss or remove from the project any workers as the END USER sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.
- 6.8.18 Use of Local Resources. The OFFEROR will be able to use their own SUB-OFFEROR resources to meet the obligations of the contract. FEMA encourages using local resources. The END USER'S will establish the extent to which OFFEROR must use local resources. It is expected that the awarded OFFEROR will encourage SUB-OFFERORS resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workmen at the END USER'S discretion.
- 6.8.19 Working Hours. Working hours of this CONTRACT shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the END USER. No work outside these hours shall be allowed unless approved in advance by the END USER.
  - 6.8.19.1 The OFFEROR 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 END USER and the OFFEROR. Unless otherwise directed, the OFFEROR must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis. No work will be performed on the following holidays without prior approval of the END USER:
    - 6.8.19.1.1 New Year's Day
    - 6.8.19.1.2 Memorial Day
    - 6.8.19.1.3 Independence Day
    - 6.8.19.1.4 Labor Day
    - 6.8.19.1.5 Thanksgiving Day
    - 6.8.19.1.6 Christmas Day
- 6.8.20 Debris Site Tower Specification. The OFFEROR shall provide as many towers as designated by the END USER at each disposal site for the use of END USER representatives during their inspection of dumping operations.
  - 6.8.20.1 If ingress and egress of the DMS(s) is of significant distance that the END USER or its authorized representative are unable to verify the entering and exiting trucks, then the OFFEROR may be required to provide a second tower.
  - 6.8.20.2 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 OFFEROR for the construction of towers is an overhead expense considered part of the OFFEROR'S compensation under the terms and conditions of Section 2.

6.8.20.3 The OFFEROR shall provide a minimum of one (1) portable toilet at each dump site for the use of END USER 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 OFFEROR throughout dumping operations. The expense incurred by the OFFEROR for the operation of portable toilets is an overhead expense considered part of the OFFEROR'S compensation under the terms and conditions of Section 2.

6.8.20.4 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 END USER due to unsuitable conditions at the tower.

6.8.21 Equipment.

6.8.21.1 All trucks and other equipment must comply with all applicable Local, Tribal, State, and Federal regulations. Any truck used to haul debris must be capable of rapidly dumping its load 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.

6.8.21.2 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 END USER or authorized representative prior to its use by the OFFEROR.

6.8.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The OFFEROR 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 the PROPOSER mix debris hauled for others with debris hauled under this contract.

6.8.21.4 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.

6.8.21.5 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 END USER.

- 6.8.21.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the END USER following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent reimbursement deduction for lack of compaction.

6.8.22 Traffic Control.

- 6.8.22.1 The OFFEROR shall mitigate the effects of their operations on local traffic to the fullest extent practical. The OFFEROR is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.

- 6.8.22.2 The OFFEROR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all OFFEROR work areas to ensure the safety of vehicular and pedestrian traffic.

- 6.8.22.3 The OFFEROR 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.

- 6.8.22.4 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 the OFFEROR. No further work shall take place until the deficiency is corrected. Neither the END USER nor the END USER'S authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.

- 6.8.22.5 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 to properly control and direct traffic.

- 6.8.22.6 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 OFFEROR'S compliance shall in no way relieve the OFFEROR of final responsibility for providing adequate traffic control devices for the protection of the public and OFFEROR'S employees throughout the designated area.

- 6.8.22.7 The expenses incurred by the OFFEROR for traffic control shall be compensated under the terms and conditions of Section 2.

6.8.23 Damage to Public or Private Property.

- 6.8.23.1 All items damaged as a result of OFFEROR or SUB-

OFFEROR operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the OFFEROR, at their expense, in a manner prescribed by and at the sole satisfaction of the END USER. The OFFEROR will be responsible for any invoices submitted to the END USER (such as by utility companies or landowners) that are determined to be the result of damage done by the OFFEROR. The END USER reserves the right to pay any such invoices and deduct the cost from the OFFEROR'S invoice. Repairs or receipt of repairs shall be completed and submitted to the END USER prior to submission of the OFFEROR'S invoice for work accomplished. If the OFFEROR fails to repair any damaged property, the END USER may have the work performed and charge the OFFEROR.

6.8.23.2 The OFFEROR shall restore all disturbed areas to their original condition, including regrading, use of rye grass and permanent grass, and any other means necessary.

6.8.23.3 The OFFEROR'S failure to restore damage to public or private property to the satisfaction of the END USER will result in the END USER withholding retainage money in an amount sufficient to make necessary repairs.

6.8.24 Existing Utilities.

6.8.24.1 Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be OFFEROR'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 OFFEROR shall pay all such costs to the utility company for any adjustments.

6.8.24.2 The OFFEROR 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 OFFEROR.

6.8.25 Environmental Protection.

6.8.25.1 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.

6.8.25.2 The OFFEROR shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all Local and State regulations and the approval of the END USER. The OFFEROR shall comply in a timely manner with all directions of the END USER regarding the use of a water truck or other approved dust abatement measures.

6.8.25.3 The OFFEROR shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

6.8.26 Documentation and Measurement.

6.8.26.1 Prior to beginning any work, the END USER or its authorized representative shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the

END USER 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 an END USER authorized representative each time it returns to work from other contracts or communities.

6.8.26.2 The OFFEROR is responsible for ensuring that all SUB-OFFERORS maintain valid driver's licenses and equipment legally fit for travel on the road.

6.8.26.3 The OFFEROR shall designate one Project Manager. The Project Manager shall provide the END USER with a telephone number at which the Project Manager can be reached throughout the project.

6.8.26.3.1 Load tickets will be provided by the END USER or its authorized representative for recording volumes of debris removal.

6.8.26.3.2 Each load ticket shall consist of one original and four carbon-copy duplicates.

6.8.26.3.3 Load tickets will be issued by an END USER authorized representative at the loading site. The END USER will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four copies to the END USER authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the END USER authorized representative present at the dump site. The END USER authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. The END USER will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the OFFEROR'S records.

6.8.26.3.4 The OFFEROR shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the END USER, or other time frame as determined by END USER.

6.8.27 Ownership of Debris. All debris residing in the END USER ROW and END USER provided DMS(s) shall be the property of the END USER until final disposal at a properly permitted disposal site. The OFFEROR 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, the END USER will direct residents to place debris in segregated piles along the ROW, separated as 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 END USER. 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.

6.8.27.1 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 END USER. Collection of municipal solid waste (MSW) is outside the scope of this contract. All debris handled by the OFFEROR shall become the property of the OFFEROR upon collection.

6.8.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. The Texas Commission on Environmental Quality (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 OFFEROR and END USER will establish a final disposal plan based on these mandates.

6.8.28 END USER Responsibilities. END USER responsibilities will vary with each END USER depending on END USER needs and resources. The END USER, at a minimum, will be responsible for the following:

6.8.28.1 Coordinating collection activities with the OFFEROR

6.8.28.2 Completing the END USER service request form

6.8.28.3 Identifying suitable DMS activities

6.8.28.4 Promoting debris management activities

6.8.28.5 Providing educational materials

6.8.28.6 Submitting post-collection DMS(s) data reports to TCEQ

6.8.28.7 Recruiting and coordinating volunteers

6.8.28.8 Coordinating with local police, fire, emergency medical services (EMS), and other appropriate agencies

6.8.28.9 Providing emergency contact information

6.8.28.10 Executing the contract with selected OFFEROR(S)

6.8.28.11 Issuing a written Notice to Proceed at the appropriate time

## **7.0 ORGANIZATION:**

### **7.1 Phase 1 - Emergency Roadway Clearance**

During Phase 1, our normal emergency organization as outlined V.A. of the Basic Plan and Annex K should coordinate debris clearance operations. Debris clearance will normally be managed from the EOC. However, if debris is localized, an incident command operation may be established at the incident site to manage debris clearance.

### **7.2 Phase 2 - Debris Removal and Disposal**

7.2.1 For small-scale debris removal and disposal operations, our normal emergency organization as outlined in the Basic Plan and this annex may coordinate debris removal and disposal.

7.2.2 For major emergencies or disasters that result in large volumes of debris, removal and disposal may have to continue for an extended period. For these situations, a Debris Management Task Force, consisting of personnel from those departments and agencies having the required expertise, shall be formed to manage debris removal and disposal operations. The Task Force should be comprised of personnel to perform the following functions:

7.2.2.1 Operations: Plan debris removal and processing, manage the use of

government resources, and monitor the use of contract resources committed to the task.

7.2.2.2 Contracting & Procurement: Develop contracts for services and/or equipment, obtain bids, and award contracts.

7.2.2.3 Legal: Contract review, manage authorizations for debris removal, and prepare legal documents for building condemnation and land acquisition.

7.2.2.4 Administration: Provide supply, administrative, and accounting support.

7.2.2.5 Engineering: Damage assessment, develop scopes of work and specifications for contracts, and prepare cost estimates.

7.2.2.6 Public Information: Provide information and instructions relating to debris removal to the public.

7.2.3 If the government uses its own resources to remove debris, the primary role of the operations staff is to plan and supervise debris removal. If contractors will be removing debris, then the primary role of the operations staff is to monitor contractor work and ensure contract provisions are followed.

## **8.0 TASK ASSIGNMENTS:**

### **8.1 Phase 1 - Emergency Roadway Clearance**

Task assignments shall be as stated in Section V.B. of Annex K.

### **8.2 Phase 2 - Debris Removal and Disposal Phase**

Task assignments shall be determined by the Debris Management Task Force leader. General tasks of the various components of the Task Force are described in the FEMA Debris Management Guide.

## **9.0 PROJECT ADMINISTRATION & CLOSE-OUT:**

Varying technical and administrative services, reports and assistance related to project funding will be required. Technical reports and services may include but not be limited to supplements to environmental, reproduction of contract or billing documents, funding source requirements, etc. Firm will be asked to provide these services and reports if funding sources or Matagorda County, City of Bay City and City of Palacios require them. Firm will be required to submit and or present project and proposal information on behalf of the County & City at the federal, state and local level as needed. Firm should be prepared to provide additional reports of services related to project financing closeout to include but not be limited to billing document reviews, consultant regarding project financing, and attendance at meetings related to project funding, etc.

## **10.0 PAYMENT TERMS:**

Payment for services should be proposed as unit prices (volume or weight). Payment for the approved fee will be negotiated. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event. Payment will be made only for debris that FEMA determines eligible. Contractors must submit invoices regularly and for no more than 30-day periods.

## **11.0 FEDERAL CLAUSES:**

This project is funded utilizing federal dollars. Therefore, the following federal clauses apply. These requirements extend to all third party contractors and their contracts at every tier and their subcontracts at every tier that meet or exceed the required acquisition threshold. The Contractor shall require that the clauses below shall be included in each covered transaction at any tier.

### 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

#### **11.1 Remedies**

11.1.1 Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

11.1.2 Applicability: This requirement applies to all FEMA grant and cooperative

agreement programs.

11.2 Termination for Cause and Convenience.

11.2.1 All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

11.2.2 Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

11.3 Equal Employment Opportunity.

11.3.1 Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60- 1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

11.3.2 Key Definitions

11.3.2.1 Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

11.3.2.2 Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

11.3.3 Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

11.3.4 The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause. During the performance of this contract, the contractor agrees as follows:

11.3.4.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants 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 be limited to the following:



Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

11.3.4.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

11.3.4.3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

11.3.4.4 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

11.3.4.5 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

11.3.4.6 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

11.3.4.7 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the

interests of the United States.

- 11.3.5 Age Discrimination: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements County & City may issue.
- 11.3.6 Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29
- 11.3.7 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements County & City may issue. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by County & City, modified only if necessary to identify the affected parties.
- 11.3.8 Disadvantaged Business Enterprise (DBE)
  - 11.3.8.1 The Underlying Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs including a Part 26, Section 1101(b) of MAP-21 (23 U.S.C. § 101 note). The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal has not been established for this procurement. These requirements are in addition to all other equal employment requirements of this Agreement.
  - 11.3.8.2 The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Underlying Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. The Contractor must comply with 49 CFR Part 26. Failure by the Contractor to carry out these requirements is a material breach of the Underlying Agreement, which may result in the termination of the Underlying Agreement or such other remedy as County & City deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
  - 11.3.8.3 The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
  - 11.3.8.4 The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County & City. In addition, the Contractor is required to return any retainage payments to those subcontractors

within 30 days after the subcontractor's work related to the Underlying Agreement is satisfactorily completed.

11.3.8.5 The Contractor must promptly notify County & City whenever a DBE subcontractor performing work related to the Underlying Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of County & City.

11.3.9 Prompt Payment: The Contractor is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from County & City. In addition, the Contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Underlying Agreement is satisfactorily completed.

11.3.10 Veterans Preference: The Contractor shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

11.4 Davis Bacon Act and Copeland Anti-Kickback Act

- 11.4.1 Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- 11.4.2 All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- 11.4.3 In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- 11.4.4 The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 11.4.5 In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- 11.4.6 The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause: “Compliance with the Copeland “Anti-Kickback” Act.
- 11.4.6.1 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.
- 11.4.6.2 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.

- 11.4.6.3 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.

11.5 Contract Work Hours and Safety Standards Act

- 11.5.1 Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- 11.5.2 Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- 11.5.3 Under 40 U.S.C. § 3702, 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.
- 11.5.4 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 or transmission of intelligence.
- 11.5.5 The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: “Compliance with the Contract Work Hours and Safety Standards Act.
- 11.5.5.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 11.5.5.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth

in paragraph (1) of this section.

- 11.5.5.3 Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 11.5.5.4 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- 11.5.5.5 Payrolls and basic records - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the worksite (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

11.5.5.6 Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

11.6 Child Support

11.6.1 Per Texas Family Code 231.006, a child support obligor or business entity remains ineligible to receive payments from state funds under a contract to provide property, materials, or services; or a state funded loan until: (1) All arrearages have been paid; (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or (3) the court of continuing jurisdiction over the child support order has granted the obligor an exemption from ineligibility as part of a court-supervised effort to improve earnings and child support payments.

11.6.2 Before payment can be released Contractor will supply County & City with the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity.

11.6.3 Under Section 231.006, Family Code, the Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

11.7 Debt to State: The State of Texas shall not be responsible for the debts of the County & City.

11.8 Rights to Inventions Made Under a Contract or Agreement

11.8.1 Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.

11.8.2 If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- 11.8.3 The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

- 11.9 Clean Air Act and the Federal Water Pollution Control Act: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree 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). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

11.9.1 Clean Air Act

11.9.1.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

11.9.1.2 The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

11.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

11.9.2 Federal Water Pollution Control Act

11.9.2.1 The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

11.9.2.2 The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

11.9.2.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

11.10 Debarment and Suspension

- 11.10.1 Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.



- 11.10.2 Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- 11.10.3 These regulations restrict 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. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- 11.10.4 In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- 11.10.5 Specifically, a covered transaction includes the following contracts for goods or services:
  - 11.10.5.1 The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - 11.10.5.2 The contract requires the approval of FEMA, regardless of amount.
  - 11.10.5.3 The contract is for federally-required audit services.
  - 11.10.5.4 A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- 11.10.6 The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:
  - 11.10.6.1 The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos.

12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549

11.10.6.2 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).

11.10.6.3 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.

11.10.6.4 This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

11.10.6.5 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.”

#### 11.11 Byrd Anti-Lobbying Amendment

11.11.1 Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

11.11.2 Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

11.11.3 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 must 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 non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

11.11.4 The following provides a Byrd Anti-Lobbying contract clause: “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.”

11.11.4.1 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:

11.11.4.1.1 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.

11.11.4.1.2 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.

11.11.4.1.3 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.

11.11.4.1.4 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.

11.11.4.1.5 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.

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Signature of Contractor's Authorized Official  
Name & Title of Contractor's Authorized Official

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Date

11.12 Procurement of Recovered Materials

11.12.1 Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

11.12.2 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

11.12.3 The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

11.12.4 The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

11.12.4.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.

11.12.4.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

11.12.4.1.2 Meeting contract performance requirements; or

11.12.4.1.3 At a reasonable price.

11.12.4.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

11.13 Additional FEMA Requirements

11.13.1 The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- 11.13.1.1 Changes: To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.
- 11.13.1.2 Access to Records: All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
- 11.13.2 The following provides a contract clause regarding access to records: Access to Records. The following access to records requirements apply to this contract:
  - 11.13.2.1 The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - 11.13.2.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - 11.13.2.3 The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
- 11.14 DHS Seal, Logo, and Flags
  - 11.14.1 All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
  - 11.14.2 The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."
- 11.15 Compliance with Federal Law, Regulations, and Executive Orders
  - 11.15.1 All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
  - 11.15.2 The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive

orders, FEMA policies, procedures, and directives.”

11.16 No Obligation by Federal Government

11.16.1 The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11.16.2 The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11.17 Program Fraud and False or Fraudulent Statements or Related Acts

11.17.1 The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

11.17.2 The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

11.18 Breaches and Dispute Resolution

The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Underlying Agreement by negotiation between the parties. Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the County & City. This decision shall be final and conclusive unless within ten [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the County & City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the County & City shall be binding upon the Contractor and the Contractor shall abide by the decision.

11.18.1 Performance During Dispute - Unless otherwise directed by County & City, Contractor shall continue performance under the Underlying Agreement while matters in dispute are being resolved. The requirement to seek mediation may be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

11.18.2 Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

11.18.3 Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the County & City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11.19 Notification of Disputes, Breaches, Defaults or Other Litigation

- 11.19.1 County & City Interest. Contractor understands and agrees that County & City has a vested interest in the settlement of any violation of federal law, regulation, or disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and County & City reserves the right to concur in any settlement or compromise.
- 11.19.2 Notification to County & City. Contractor understands that if a current or prospective legal matter that may affect the Federal Government emerges, the County & City must promptly notify the County & City Attorney. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- 11.19.3 If the County & City has credible evidence that Contractor or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the County & City must promptly notify the U.S. Office of Inspector General, in addition to the Matagorda County, City of Bay City and City of Palacios Attorney.

## **12.0           FORMAT OF RESPONSE, PROPOSALS, AND EVALUATION FACTORS:**

- 12.1 To facilitate evaluation of submittals, one (1) original, seven (7) paper copies.
- 12.2 Respondents are required to follow the outline below when preparing their submission:

Tab	Title
	Title Page
	Letter of Transmittal
	Table of Contents
	Executive Summary
1	Understand Scope of Work
2	Required Services & Rates
3	FEMA Public Assistance Program
4	Financial Stability
5	Overall Completeness of Proposal

12.4 Executive Summary - This part of the response to the RFP should be limited to a brief narrative highlighting the Respondent's submission. Note that the executive summary should identify the primary contacts for the Respondent.

12.5 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1

Understanding Scope of Work (weight factor = 35%)

- Respondents must express, in detail, their understanding of this specific project. In addition, include language related to knowledge of FEMA – Public Assistance and pertinent federal and/or state training and education. Describe how your services will be provided and managed. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project with force account laborers and /or debris monitoring vendors.

Tab 2

Service & Parts (weight factor = 25%)

- Schedule 1 – Unit Rate Price
- Schedule 2 - Hourly Labor, Equipment, and Material Price



Tab 3

Federal Emergency Management Agency (FEMA)  
Public Assistance (PA) Program Experience (weight factor = 25%)

- List a minimum of three (3) FEMA PA funded similar projects which was provided for a local government, completed within the last ten (10) years. Provide the name and location of each project with explanation of service provided, completion date, the client, and a contact person and phone number.
- Staff Experience with Similar Projects: Such experience must be in the form of providing debris removal services for state/municipal/County & City government. Provide organizational chart and resumes (including brief biographies) for individuals who will be assigned to this project. Resumes must include a minimum of three (3) similar projects (as related to this RFP) completed within the last ten (10) years; provide the project year, name and location.

Tab 4

Financial Stability (weight factor = 10%)

- Complete and accurate responses to the following questions:
  - a. Has your Company ever failed to complete any work awarded to it?
  - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?
  - c. Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.

Tab 5

Overall Completeness of Proposal (weight factor = 5%)

- Required proof of insurance and all required forms, as stated in Section 3.0.

**13.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 13.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, RFP or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: <https://prd.tecprd.ethicsefile.com/TECCertInt/pages/login/certLogin.jsf>

13.2 On-line instructions:

13.2.1 Name of governmental entity is to read Matagorda County, City of Bay City and City of Palacios.

13.2.2 Identification number use: RFP 25-0001

13.2.3 Description is: Debris Clearance and Removal Services

13.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

**14.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County & City regardless of content.

14.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

14.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**15.0 QUESTIONS:**

Questions regarding this Request for Proposal Package should be directed in writing to Crystal Morones, County Grant Administrator at [cmorones@co.matagorda.tx.us](mailto:cmorones@co.matagorda.tx.us).

**Questions will be accepted until 10:00AM, Tuesday, July 15, 2025.** Requests received after the deadline will not be responded to due to the time constraints of this RFP process.

**16.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission:

- 16.1 Vendor Form
- 16.2 W9 Form
- 16.3 Tax Form/Debt/Residence Certification
- 16.4 Required Proof of Insurance
- 16.5 Schedule 1
- 16.6 Schedule 2
- 16.7 Attachment A: Certification Form
- 16.8 Attachment B: Certification and Statement of Proposals
- 16.9 Attachment C: Certification of Restrictions on Lobbying
- 16.10 Attachment D: Certification Regarding Government-Wide Debarment and Suspension (Non-procurement)
- 16.11 Attachment E: Disclosure of Lobbying Activities
- 16.12 Attachment F: Disclosure of Interests Certification
- 16.13 Attachment G: Subcontractor Participation
- 16.14 Attachment H: Form PTN-130 Consolidated Certification Form

**17.0 ADDITIONAL INFORMATION:**

- 17.1 Attachment I: Annex K

## SCHEDULE 1- UNIT RATE PRICE

ROW Vegetative Debris Removal						Notes
	Price/Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100K -500K CY	High Range 500K+ CY	Price/Ton (Alternate)	Work consists of the collection and transportation of eligible vegetative ROW or public property to approved Debris Management Site (DMS) or approved final disposal site.
0 -15 miles						
16 - 30 miles						
31 - 60 miles						
Greater than 60 miles						
ROW C&D Debris Removal						Notes
	Price/Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100K -500K CY	High Range 500K+ CY	Price/Ton (Alternate)	Work consists of the collection and transportation of eligible C&D on the ROW or public property to a approved final disposal site.
0 -15 miles						
16 - 30 miles						
31 - 60 miles						
Greater than 60 miles						
Demolition, Removal, Transport and Disposal of Non-RACM Structures						Notes
	Price/Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100K -500K CY	High Range 500K+ CY	Price/Ton (Alternate)	Work consists of the decommissioning, demolition, and disposal of eliglbe Non-RACM structures on public or private property and hauling the resulting debris to approved final disposal site.
0 -15 miles						
16 - 30 miles						
31 - 60 miles						
Greater than 60 miles						
Demolition, Removal, Transport and Disposal of RACM Structures						Notes
	Price/Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100K -500K CY	High Range 500K+ CY	Price/Ton (Alternate)	Work consists of the decommissioning, demolition, and disposal of eliglbe RACM structures on public or private property and hauling the resulting debris to approved final disposal site.
0 -15 miles						
16 - 30 miles						
31 - 60 miles						
Greater than 60 miles						
DMS Management and Operations						Notes
	Price/Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100K -500K CY	High Range 500K+ CY	Price/Ton (Alternate)	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.
0 -15 miles						
16 - 30 miles						
31 - 60 miles						
Greater than 60 miles						
DMS Management and Reduction by Grinding						Notes

	Price/Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100K -500K CY	High Range 500K+ CY	Price/Ton (Alternate)	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.
0 -15 miles						
16 - 30 miles						
31 - 60 miles						
Greater than 60 miles						
DMS Management and Reduction by Air Curtain Incineration						Notes
	Price/Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100K -500K CY	High Range 500K+ CY	Price/Ton (Alternate)	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.
0 -15 miles						
16 - 30 miles						
31 - 60 miles						
Greater than 60 miles						
Haul-out of Reduced Debris to Approved Final Disposal Site						Notes
	Price/Cubic Yard (CY)	Low Range 0-100k CY	Mid Range 100K -500K CY	High Range 500K+ CY	Price/Ton (Alternate)	Work consists of loading and transporting reduced eligible disaster related debris at approved DMS to designated final disposal site.
0 -15 miles						
15 - 30 miles						
31 - 60 miles						
Greater than 60 miles						
Removal of Hazardous Trees and Limbs						Notes
	Price/Tree					Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services
6 inch to 12.99 inch diameter						
13 inch to 24.99 inch diameter						
25 inch to 36.99 inch diameter						
37 inch to 48.99 inch diameter						
49 inch and larger diameter						
Hanger Removal (per tree)						
Removal of Hazardous Stumps						
	Price/Stump					Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to approved DMS. Rate includes removal, backfull of stump hole, reduction, and
24.1 inch to 36.99 inch diameter						
37 inch to 48.99 inch diameter						

49 inch and larger diameter			final disposal.
<b>ROW White Goods Debris Removal</b>			<b>Notes</b>
	<b>Price/Unit</b>		
Refrigerators and freezers requiring refrigerant recovery and decontamination.			<p>Work consists of the removal of eligible White Goods from the ROW to approved DMS or approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the approved DMS to approved facility for recycling.</p>
Washers, dryers, stoves, ovens, AC units, and hot water heaters			
<b>Used Electronics Removal</b>			<b>Notes</b>
	<b>Price/Unit</b>		
			<p>Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.</p>
<b>Household Hazardous Waste Removal, Transport, and Disposal</b>			<b>Notes</b>
	<b>Price/Unit</b>		
			<p>Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to approved permitted hazardous waste facility or MSW type 1 landfill.</p>
<b>Abandoned Vehicle and Vessel Removal</b>			<b>Notes</b>
	<b>Price/Unit</b>		
Passenger Car			<p>Work consists of removal and transport of eligible abandoned vehicles and vessels.</p>
Single Axle			
Vessel less than 20 linear feet			
Vessels 21 linear feet and greater			
Double Axle			
<b>Eligible Animal Carcass Removal and Disposal</b>			<b>Notes</b>
	<b>Price/Pound</b>		
			<p>Work consists of the recovery and disposal of dead animal carcasses.</p>

Schedule 2 - Labor, Equip., Materials			
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			
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			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			Hourly Labor Rate
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			

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Company Name submitting Bid/Proposal: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Are you registered to do business in the State of Texas?      Yes      No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

\_\_\_\_\_  
\_\_\_\_\_

- I.      **Property:** List all taxable property in Matagorda County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Matagorda County Tax Acct. No.\*

Property address or location\*\*

_____	_____
_____	_____
_____	_____
_____	_____

\* This is the property account identification number assigned by the Matagorda County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II.      **Matagorda County Debt** - Do you owe any debts to Matagorda County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes      No      If yes, attach a separate page explaining the debt.

- III.      **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Matagorda County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_.  
[City and State]

**Attachment A**  
**CERTIFICATION FORM**

In submitting this proposal, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

- (1) **Bid Validity Certification:** If this offer is accepted within one hundred twenty (120) calendar days from the due date, to furnish any or all services upon which prices are offered at the designated point within the time specified;
- (2) **Non-Collusion Certification:** Has made this proposal independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this proposal with any other FIRM or with any other competitor,
- (3) **Affirmative Action/DBE:** Is in compliance with the Common Grant Rules affirmative action and and Department of Transportation's Disadvantaged Business Enterprise requirements.
- (4) **Non-Conflict Certification:** Represents and warrants that no employee, official, or member of the Regional Transportation Authority's Board of Directors is or will be pecuniarily benefited directly or indirectly in this Contract,
- (5) **Non-Inducement Certification:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the Regional Transportation Authority with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
- (6) **Debarment and Suspension:** The undersigned is neither debarred nor suspended from Federal programs under U. S. Department of Transportation regulations, "Non - procurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
- (7) **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A)
- (8) **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B)
- (9) **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D)
- (10) **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations
- (11) **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D)
- (12) **Production Capability:** Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (13) **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (14) **Performance Record:** Is able to provide a satisfactory current and past performance record.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Date

Attachment B

**CERTIFICATION AND STATEMENT OF PROPOSALS**

The undersigned BIDDER hereby further certifies that she/he has read all of the documents and agrees to abide by the terms, certifications, and conditions thereof.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Business  
Address: \_\_\_\_\_

Telephone: Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Firm Owner: \_\_\_\_\_ Firm CEO: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Number of years in contracting business under present name: \_\_\_\_\_

Type of work performed by your company: \_\_\_\_\_

***Have you ever failed to complete any work awarded to you? (Explain)***

\_\_\_\_\_

Have you ever defaulted on a Contract? \_\_\_\_\_

Taxpayer ID#: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Date Incorporated: \_\_\_\_\_

Is your firm considered a disadvantaged business enterprise (DBE)? \_\_\_\_\_

If you answered yes to the DBE question, explain type. \_\_\_\_\_

***ADDENDA ACKNOWLEDGMENT***

Receipt of the following addenda is acknowledged (list addenda number):

\_\_\_\_\_

DUNS # \_\_\_\_\_ **(Required)** A DUNS number may be obtained from  
D & B by telephone (currently at 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>)



**Attachment C**  
**Certification Regarding Lobbying**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

(b) 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.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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).

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

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

Attachment D

**CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND  
SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder/Offeror is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder/Offeror is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by \_\_\_\_\_(agency name). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to \_\_\_\_\_(agency name), 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 49 CFR 29, 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.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

## Attachment E Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application ____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing ____ b. material change  <b>For material change only:</b> Year ____ quarter ____ Date of last report ____
<b>4. Name and Address of Reporting Entity:</b> ____ Prime      ____ Subawardee Tier ____, if Known:   <div style="text-align: center;"><b>Congressional District, if known:</b></div>		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:     <div style="text-align: center;"><b>Congressional District, if known:</b></div>
<b>6. Federal Department/Agency:</b>   	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>   	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>   	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>Signature:</b> _____   <b>Print Name:</b> _____   <b>Title:</b> _____   <b>Telephone No.:</b> _____ <b>Date:</b> _____         </div> <div style="width: 50%; text-align: center;"> <b>Authorized for Local Reproduction</b>  <b>Standard Form - LLL (Rev. 7-97)</b> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%; background-color: #f0f0f0; padding: 5px;"> <b>Federal Use Only</b> </div> <div style="width: 50%;"></div> </div>		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

**Attachment F**  
**Matagorda County Debris Removal**  
**DISCLOSURE OF INTERESTS CERTIFICATION**

FIRM NAME: \_\_\_\_\_

STREET: \_\_\_\_\_ CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

FIRM is:     1. Corporation \_\_\_\_\_ 2. Partnership \_\_\_\_\_ 3. Sole Owner \_\_\_\_\_

              4. Association \_\_\_\_\_ 5. Other \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheets.

1.     State the names of each "employee" of the Matagorda County having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	JOB TITLE AND DEPARTMENT (IF KNOWN)
_____	_____
_____	_____

2.     State the names of each "official" of the Matagorda County having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	TITLE
_____	_____
_____	_____

3.     State the names of each "board member" of the Matagorda County having an "ownership interest" constituting 3% or more of the ownership in the above named "firm".

NAME	BOARD, COMMISSION OR COMMITTEE
_____	_____
_____	_____

4. State the names of each employee or officer of a "consultant" for the Matagorda County who worked on any matter related to the subject of this contract and has an "ownership interest" constituting 3% or more of the ownership in the above named "firm"

NAME

CONSULTANT \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Matagorda County, Texas as changes occur.

**Certifying Person:** \_\_\_\_\_

**Title:**

\_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT G**  
**MATAGORDA COUNTY DEBRIS REMOVAL**  
**SUBCONTRACTOR PARTICIPATION**

Instructions: The Offeror shall complete this form by listing 1) Names of all proposed subcontractors. 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a DBE or non-DBE, 5) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as DBEs must have current certification as a DBE with a participating TUCP certifying agency. The DBE certification must be complete by the time the proposals are submitted. Additionally, those subcontractors which are listed on this form as DBEs must complete an Intent to Perform as a DBE Subcontractor agreeing to the information listed here.

**Name of Prime Contractor (Offeror):** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**RFP Number:** \_\_\_\_\_

1) Name of Subcontractor	2) Address, Telephone Number (Including name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "Supply" or "Install" or both.	4) DBE or non- DBE	5) % or \$ amount of Total Contract

This schedule must be completed as instructed above and include every subcontractor proposed on this project.

The undersigned will enter into a formal agreement with DBE contractors for work listed in this schedule upon execution of a contract with Matagorda County Public Transportation. The contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform as completed by the DBE subcontractors. The contractor also certifies that no more than 70% of the work for this project will be subcontracted.

\_\_\_\_\_  
Signature of Authorized Representative of Offeror

\_\_\_\_\_  
Date Signed

**MATAGORDA COUNTY DEBRIS REMOVAL**  
**Intent to Perform as a DBE Contractor/DBE Subcontractor**  
**RFP # 25-0001**

*Note: In accordance with 49 CFR (Code of Federal Regulations) Part 26, DBE firms participating in Matagorda County's DBE Program must have "current" certification status with a TUCP Certifying Agency by the due date established for this RFP.*

1. TO: (Name of Offeror/Prime Contractor)
2. The undersigned is either currently certified under the Texas Unified Certification Program (TUCP) as a DBE or will be at the time this solicitation is due. due and asserts that said qualification is met with the ethnic code\_\_\_\_\_.

Ethnic Code: A) African-American Male B) African-American Female C) Asian-Indian Male D)Asian-Indian Female E) Asian–Pacific Male G) Asian-Pacific Female H) Hispanic Male I) Hispanic Female J) Native American Male K) Native American Female L) White Female M) Other
--

3. The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

\_\_\_\_\_

and at the following price \$ \_\_\_\_\_ and/or \_\_\_\_\_% of the total contract amount (should be the same \$ or % found on Subcontractor Participation Form).

With respect to the proposed subcontract described above, the undersigned DBE anticipates that\_\_\_\_\_ % of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a DBE subcontractor uses must also be listed on the Subcontractor Participation Form and must be DBE certified.

\_\_\_\_\_  
(Name of DBE Firm)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Name of Offeror/Prime Contractor)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Date Signed)





# Consolidated Certification Form

Form PTN-130  
(Rev. 6/21)  
Page 1 of 11

This form is to assist subrecipients with managing the federal and state clauses related to the procurement they're interested in completing. This document complies with all pertinent federal and state regulations for each procurement type.

To begin, select the procurement's funding source. If TxDOT is the pass-through entity (Direct Recipient), both Federal and State must be checked.

☒ Federal and State    ☐ State Only

## Federal Clauses – Procurement Types Summary:

### All FTA-Assisted Third-Party Contracts and Subcontracts

1. No Federal Government Obligations to Third Parties
2. Access to Third Party Contract Records
3. Changes to Federal Requirements
4. Civil Rights (EEO, Title VI & ADA)
5. Incorporation of FTA Terms
6. Energy Conservation
7. Veterans Preference
8. False or Fraudulent Statements or Claims
9. Disadvantaged Business Enterprises (DBE)
10. Fly America
11. ADA Access
12. Special Notification Requirements for States

#### Award Exceeding \$10,000

13. Terminating the Contract

#### Award Exceeding \$25,000

14. Debarment and Suspension

#### ☐ Award Exceeding \$50,000

15. Contracting with the Enemy

#### ☐ Award Exceeding \$100,000

16. Resolution of Disputes, Breaches, or Other Litigation
17. Lobbying Restrictions

#### ☒ Award Exceeding \$150,000

18. Environmental Protection (Clean Air and Water Pollution Control)

## All FTA-ASSISTED THIRD-PARTY CONTRACTS AND SUBCONTRACTS

### 1. No Federal Government Commitment or Liability to Third Parties

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- A. The Federal Government does not and shall not have any commitment or liability related to the Underlying Agreement, to any Third-Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and
- B. Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third-Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and shall not have any commitment or liability to any Third-Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

### 2. Access to Third-Party Contract Records

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third-Party Contractors at each tier to provide:

- A. The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all Third-Party Contract records (at any tier) as required under 49 U.S.C. § 5325(g); and
- B. Sufficient access to all Third-Party Contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure.
- C. The Recipient will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- D. The Recipient agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

### 3. Changes to Federal Requirements

The Recipient agrees to include notice in each Third-Party Agreement that:

- A. Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and
- B. Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

### 4. Civil Rights

The following Federal Civil Rights laws and regulations apply to all contracts.

- A. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to: a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity. b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- B. Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- C. Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

- D. Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
- E. Equal Opportunity. The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.
- I. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- II. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- III. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- IV. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- V. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

## 5. Incorporation of Federal Transit Administration (FTA) Terms

The provisions within include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the current FTA Circular 4220 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

## 6. Energy Conservation

The Recipient agrees to, and assures that its Subrecipients will, comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 et seq., and perform

an energy assessment for any building constructed, reconstructed, or modified with federal assistance required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.

## **7. False or Fraudulent Statements or Claims**

A. Civil Fraud. The Recipient acknowledges and agrees that:

I. Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31.

II. By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

III. The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

B. Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

## **9. Disadvantaged Business Enterprises**

The recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

A. Withholding monthly progress payments;

B. Assessing sanctions;

C. Liquidated damages; and/or

D. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, and that, unless recipients consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE, 49 C.F.R. 26.53(f)(1)

## 10. Fly America

The recipient agrees to comply with the air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 – 301-10.143.

## 11. ADA Access

The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

### A. Federal laws, including:

- I. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;
- II. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities:
  - a. For FTA Recipients generally, Titles I, II, and III of the ADA apply; but
  - b. For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer;"
- III. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
- IV. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- V. Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

### B. Federal regulations and guidance, including:

- I. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37;
- II. U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27;
- III. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38;
- IV. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39;
- V. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35;
- VI. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36;
- VII. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630;
- VIII. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F;
- IX. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194;
- X. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609;
- XI. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance;" and
- XII. Other applicable federal civil rights and nondiscrimination regulations and guidance.

## 12. Special Notification Requirements for States

- A. Types of Information. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
- I. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
  - II. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
  - III. The amount of federal assistance FTA has provided for a State Program or Project.
- B. Documents. The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

### Awards Exceeding \$10,000

## 13. Termination

All contracts in excess of \$10,000 must address termination for cause by the non-federal entity including the manner by which it will be effected and the basis for settlement.

### Awards Exceeding \$25,000

## 14. Debarment and Suspension

The Recipient agrees to the following:

- A. It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- B. It will not enter into any "covered transaction" (as that phrase is defined at 2 C.F.R. §§ 180.220 and 1200.220) with any Third-Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—
  - I. U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200;
  - II. U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180; and
  - III. Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third-Party Participants.
- C. It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 C.F.R. part 1200.
- D. It will ensure that its Third-Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.
- E. If the Recipient suspends, debars, or takes any similar action against a Third-Party Participant or individual, the Recipient will provide immediate written notice to the:
  - I. FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;
  - II. FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or
  - III. FTA Chief Counsel.

## State of Texas Procurement Contract Clauses

### State of Texas - Procurement Types Summary:

#### All Texas-Assisted Third-Party Contracts and Subcontracts

1. Debarment
2. Family Code Child Support Obligation Certification
3. Debts and Delinquencies Affirmations
4. Disaster Recovery Plan
5. Disclosure of Prior State Employment
6. Entities that Boycott Israel
7. Federal Executive Order 13224 Excluded Parties
8. False Statements
9. Financial Participation Prohibited Affirmation
10. Foreign Terrorist Organizations
11. Disaster Relief Contract Violation
12. Public Information Act
13. Signature Authority
14. State Auditor's Right to Audit
15. Suspension and Debarment
16. Assignment
17. Contracting Information Responsibilities
18. Human Trafficking Prohibition

#### 1. 34 TAC §20.585 Debarment

The Recipient agrees that The State of Texas, in order to protect the interests of the state may:

- A. Conduct an investigation upon a complaint regarding a contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- B. Cancel one or more of the contractor's active or pending contracts upon a complaint regarding the contractor's acts and omissions in procurement or performance of that contract where the complaint may constitute cause for debarment;
- C. Assess actual damages and costs incurred due to contractor's failure to perform as specified in the contract;
- D. Debar a contractor for a specified period of time; and
- E. Take any other action authorized by law.

#### 2. §231.006 Family Code Child Support Obligation Certification

Under Section 231.006(d) of the Texas Family Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified GRANT and acknowledges that this Agreement may be terminated and payment or grant funds may be withheld if this certification is inaccurate.

#### 3. §2252.903 Gov't Code Debts and Delinquencies Affirmations

Sub-recipient agrees that any payments due it under the Agreement shall be applied toward any debt or delinquency that is

owed to the State of Texas.

**4. §444.190 Gov't Code Disaster Recovery Plan**

In accordance with 13 TAC (Texas Administrative Code) §6.94(a)(9), Sub-recipient shall provide descriptions of its business continuity and disaster recovery plans

**5. §2254.033 Gov't Code Disclosure of Prior State Employment**

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, RESPONDENT certifies that it does not employ an individual who has been employed by TxDOT or another agency at any time during the two years preceding the submission of the Response or, in the alternative, RESPONDENT has disclosed in its Response the following:

- A. The nature of the previous employment with TxDOT or the other agency;
- B. The date the employment was terminated; and
- C. The annual rate of compensation for the employment at the time of its termination.

**6. §2271.001 Gov't Code Entities that Boycott Israel**

Pursuant to Section 2271.001 of the Texas Government Code, Sub-recipient certifies that either:

- A. It meets an exception criterion under Section 2271.002, or
- B. It does not boycott Israel and will not boycott Israel during the term of this Agreement. Sub-recipient shall in a writing to TxDOT state any fact(s) that make it exempt from the boycott certification.

**7. Federal Executive Order 13224 Excluded Parties**

Sub-recipient certifies that it is not listed on the prohibited vendors list authorized by Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

**8. §2155.077(a)(2) Gov't Code False Statements**

Sub-recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting a false statement or material misrepresentation made during the performance of a contract is a material breach of contract and may void this agreement.

**9. §2155.004 Gov't Code Financial Participation Prohibited Affirmation**

Under Section 2155.004(b) of the Texas Government Code, Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated, and payment withheld if this certification is inaccurate.

**10. §2252.152 Gov't Code Foreign Terrorist Organizations**

Sub-recipient represents and warrants that is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.

**11. §2155.006 and 2261.053 Gov't Code Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified agreement/GRANT and acknowledges that this agreement may be terminated and payment withheld if this certification is inaccurate.

**12. Chapter 552, Gov't Code and §2252.907 Gov't Code Public Information Act**

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Sub-recipient is required to make any information created or exchanged with the State pursuant to the Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

**13. §2252.0012 Gov't Code Signature Authority**



The Sub-recipient represents and warrants that the individual executing this Agreement is authorized to sign this Agreement on behalf of the Sub-recipient and to bind the Sub-recipient.

**14. §2262.154 Gov't Code State Auditor's Right to Audit**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**15. §2155.077 Gov't Code Suspension and Debarment**

Sub-recipient certifies that it and its principals are not suspended or debarred from doing business with the State of Texas or federal government as listed on the State of Texas Debarred Vendor List as maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

**16. §2262.056 (b) Gov't Code Assignment**

Sub-recipient shall not assign its rights under the Agreement or delegate the performance of its duties under the Agreement without prior written approval from the TxDOT. Any attempted assignment in violation of this provision is void and without effect.

**17. §552.372 Gov't Code Contracting Information Responsibilities**

In accordance with Section 552.372 of the Texas Government Code, Sub-recipient agrees to:

- A. preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT for the duration of the Agreement,
- B. promptly provide to TxDOT any contracting information related to the Agreement that is in the custody or possession of the Sub-recipient on request of TxDOT, and
- C. on termination or expiration of the contract, either provide at no cost to TxDOT all contracting information related to the Agreement that is in the custody or possession of the Sub-recipient or preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TxDOT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Agreement and the Sub-recipient agrees that the Agreement can be terminated if the Sub-recipient knowingly or intentionally fails to comply with a requirement of that subchapter.

**18. §2155.0061 Gov't Code Human Trafficking Prohibition**

Under Section 2155.0061 of the Texas Government Code, the Sub-recipient certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement/GRANT and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

### Certification to Purchaser

1. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
2. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

**Name of Company:**

**Address:**

**Telephone:**

**SS# or Tax ID#:**

**Printed Name of Person Completing Form:**

**Signature**

**Date:**

**Description of Commodity Service:**

#### Disadvantaged Business Enterprise Information

Type of Organization (check the application type of organization)

☐ Sole Proprietorship    ☐ General Proprietorship    ☐ Corporation    ☐ Limited Partnership    ☐ Limited Proprietorship

Is your firm a DBE?    ☐ Yes    ☐ No

**If yes, what type?**

## Third Party Procurement Contract Provisions

### Third Party Procurement Contracting Provisions

Select the additional third-party procurement contracting provisions based on the type of solicitation you're procuring:

*\*Procurements cannot be combined. Example: Construction procurement and Rolling Stock procurement, use separate PTN 130s for each.*

- ☐ **1. Construction Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses
- ☐ **2. Rolling Stock Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses
- ☒ **3. Professional Services / Architectural Engineering**
  - ☒ Federal and State
  - ☐ State Clauses
- ☐ **4. Materials & Supplies Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses
- ☐ **5. Operations / Management Related Clauses**
  - ☐ Federal and State
  - ☐ State Clauses

STI: 35556559

# **ANNEX K**

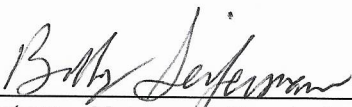
## **Public Works and Engineering**

**Matagorda County**  
Jurisdiction

# APPROVAL & IMPLEMENTATION

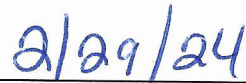
## Annex K

### PUBLIC WORKS & ENGINEERING

  
\_\_\_\_\_  
Signature - Matagorda County Judge

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature - Matagorda County EMC

  
\_\_\_\_\_  
Date

### RECORD OF CHANGES

CHANGE #	DATE OF CHANGE	DESCRIPTION	CHANGED BY
01	08/01/97	General	James Engbrock
02	03/17/98	General	James Engbrock
03	09/30/06	General	Bob Watts
04	03/15/11	General	Doug Matthes
05	02/15/16	General	Doug Matthes
06	05/03/21	General	Amanda Campos
07	03/11/24	General	Amanda Campos

**Summary of Changes**  
**Matagorda County Annex K**  
**PUBLIC WORKS & ENGINEERING**

**General/Global Changes:**

Switched full spellings to acronyms (i.e., Incident Commander to IC), except for first mention or where appropriate.

Completed minor revisions and updates within the document.

Deleted old revision bars and added new ones as appropriate.

<b>Change Number</b>	<b>Reference Number</b>	<b>Change</b>	<b>Reason</b>
1.	K-3	Added change sheet to document.	Keep documents together and aligned.
2.	IX.A.3	Removed Pierce.	No longer needed.
3.	Appendix 2	Updated	Match new processes.

## **ANNEX K**

### **Public Works & Engineering**

#### **I. AUTHORITY**

See Section I of the Basic Plan for general authorities.

Texas Government Code, Section 418.023, Clearance of Debris.

[Include any local ordinance or order that provides for emergency purchasing or contracting.]

[Include any local ordinance or order that provides for expedited demolition of damaged structures during emergency situations.]

#### **II. PURPOSE**

The purpose of this annex is to outline the local organization, operational concepts, responsibilities, and procedures to accomplish coordinated public works and engineering activities during emergency situations.

#### **III. EXPLANATION OF TERMS**

##### **A. Acronyms**

DPS	Texas Department of Public Safety
EOC	Emergency Operations Center
EMC	Emergency Management Coordinator
FEMA	Federal Emergency Management Agency
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
NIMS	National Incident Management System
NRF	National Response Framework
SAR	Search and Rescue
SOP	Standard Operating Procedures
TAHC	Texas Animal Health Commission
DSHS	Texas Department of State Health Services
TCEQ	Texas Commission on Environmental Quality
TDEM	Texas Division of Emergency Management
TDSR	Temporary Debris Storage and Reduction
TRRN	Texas Regional Resource Network
TxDOT	Texas Department of Transportation



## **B. Definitions**

1. Debris Clearance. Clearing roads of debris by pushing debris to the roadside.
2. Debris Disposal. Placing mixed debris and or the residue of debris volume reduction operations into an approved landfill.
3. Debris Removal. Debris collection and transport to a temporary storage site for sorting and/or volume reduction or to a permanent disposal site. Debris removal also includes damaged structure demolition and removal.

<b>IV. SITUATION &amp; ASSUMPTIONS</b>
--

### **A. Situation**

1. See the general situation statement and hazard summary in Section IV.A of the Basic Plan.
2. This jurisdiction anticipates emergency situations may occur which threaten public health, safety, and property. An emergency situation of this nature may require emergency public works and engineering services.

### **B. Assumptions**

1. Employing public works and engineering personnel and equipment during pre-disaster operations should minimize disaster damage. Advance preparation of personnel and equipment may also hasten restoration efforts.
2. Local departments and agencies responsible for the public works and engineering function may have insufficient resources to remove the debris created by a major emergency or disaster and accomplish other recovery tasks.
3. Public works & engineering departments and agencies are expected to accomplish expedient repair and restoration of essential services and vital facilities. Dependent on the scale of the operation(s), major reconstruction initiatives will likely require contract assistance.
4. Public works and engineering will be able to organize and carry out debris clearance in the aftermath of an emergency. Large scale debris and/or hazardous material operations, however, will likely require external assistance.
5. Private construction companies, engineering firms, and equipment rental contractors have staff and equipment resources that may be contracted to carry out public works and engineering activities during emergency situations. However, local government may have to compete with businesses and individuals seeking those resources for repairs or rebuilding.
6. Assistance may be available from other jurisdictions through inter-local agreements [and from commercial firms through contingency contracts]. Some types of emergency

situations, including earthquakes, hurricanes, and floods may affect large areas, making it difficult to obtain assistance from usual sources.

7. Damage to chemical plants, power lines, sewer and water distribution systems, and secondary hazards, such as fires, may result in health and safety hazards. These hazards could pose a threat to public works and engineering personnel and impede operational capabilities.
8. Alternate disposal methods and facilities may be needed as local landfills and waste disposal facilities may prove inadequate to deal with large amounts of debris. Special considerations must be made if the debris has been contaminated with chemicals or petroleum products.
9. If local capabilities prove inadequate to deal with a major emergency or disaster, state, and/or federal resources will be available to assist in debris removal and restoration of essential services.

## **V. CONCEPT OF OPERATIONS**

### **A. General**

The general public works and engineering tasks to be performed during emergency situations include:

1. For slowly developing emergency situations, take actions to protect government facilities, equipment, and supplies prior to the onset of hazardous conditions.
2. Provide heavy equipment support for search and rescue operations.
3. Conduct damage-assessment surveys of public facilities, roads, bridges, and other infrastructure.
4. Inspect damaged structures.
5. Clear debris from roadways and make repairs to reopen transportation arteries.
6. Make expedient repairs to essential public facilities to restore operations or protect them from further damage.
7. Remove debris from public property and manage debris disposal operations for public and private property.
8. Assist in controlling public access to hazardous areas.

### **B. Protecting Resources and Preserving Capabilities**

1. Public works and engineering resources may be employed during slow developing emergency situations to protect and limit damage to government facilities, equipment, and essential utilities. Protective actions may include sandbagging,

building protective levees, ditching, installing protective window coverings, or removing vital equipment. Public works and engineering elements are expected to identify buildings and other infrastructure that will benefit from protective measures and, in coordination with the departments or agencies that occupy those facilities, carry out necessary protective actions.

2. If time permits, public works and engineering elements are also expected to act in advance of an emergency situation to preserve response and recovery capabilities by protecting vital equipment and supplies, either in place or by relocating them to a safe location. It is desirable for agencies to enter into advanced agreements with other agencies or jurisdictions to ensure the safety and security of vital equipment and resources.

#### **C. Search & Rescue (SAR) Support**

Public works and engineering crews may be required to provide heavy equipment support for search and rescue operations, particularly support for search operations in collapsed buildings.

#### **D. Damage Assessment**

1. Public works and engineering departments will lead preliminary damage assessments of public buildings, homes, businesses, roads, bridges, and other infrastructure following a disaster. Damage assessment procedures and forms used in the assessment processes are discussed in Annex J, Recovery.
2. Public works and engineering personnel shall inspect damaged structures. Inspections are conducted to identify unsafe structures and, if necessary, take actions to restrict entry and occupancy until the structures can be made safe.
3. Damaged buildings posing an immediate threat to public health and safety should be appropriately posted to restrict public access pending repairs or demolition. [(Local ordinance or regulation) provides for expedited demolition of structures that pose a threat to public health during emergency situations.]

#### **E. Debris Clearance and Removal**

See Appendix 2, Debris Management.

#### **F. Temporary Repairs and Restoration**

1. The public works and engineering staff is expected to make timely temporary repairs to government-owned buildings and other infrastructure essential to emergency response and recovery operations. Building contents should be removed or restricted until the restoration process is complete. Personnel should coordinate with building occupants to determine which areas and equipment have the highest priority for protection.
2. Hazardous situations may result in damage to computers storing vital government records and/or hard copy records, such as building plans, legal documents, tax records, and other documents. When computers or paper records are damaged, it is



essential to obtain professional technical assistance for restoration as soon as possible.

3. It is generally impractical to restore buildings sustaining major damage during the emergency response phase. Major repairs will normally be postponed until recovery operations commence and will typically be performed by contract personnel.

#### **G. Actions by Phases of Emergency Management:**

##### **1. Prevention**

- a. Identify vulnerabilities of existing public buildings, roads, bridges, water systems, and sewer systems to known hazards and take steps to lessen vulnerabilities.
- b. Reduce vulnerability of new public facilities to known hazards through proper design and site selection.
- c. Develop plans to protect facilities and equipment at risk from known hazards.
- d. Install emergency generators in key facilities and have portable generators available to meet unexpected needs. Ensure procedures are in place to maintain and periodically test back-up sources of power, such as generators and fuel, in the event of an emergency power loss.

##### **2. Preparedness**

- a. Ensure government buildings, roads and bridges, and public works equipment are in good repair.
- b. Ensure an adequate number of personnel are trained to operate heavy equipment and other specialized equipment.
- c. Stockpile materials needed to protect and repair structures, roads, bridges, and other infrastructure.
- d. Develop general priorities for clearing debris from roads.
- e. Maintain an adequate quantity of barricades and temporary fencing.
- f. Maintain current maps and plans of government facilities, roads, bridges, and utilities.
- g. Review plans, evaluate emergency staffing needs in light of potential requirements, and make tentative emergency task assignments.
- h. Establish and train damage survey teams.
- i. Execute contingency contracts for emergency equipment and services with local contractors and execute agreements with individuals and businesses to borrow equipment.

- j. Develop procedures to support or accomplish the tasks outlined in this annex.
  - k. Ensure government-owned vehicles and other equipment can be fueled during an electrical outage.
3. Response
- a. If warning is available, take actions to protect government facilities and equipment.
  - b. Survey areas affected by a hazard, assess damage, and determine the need and priority for expedient repair or protection to prevent further damage. Report damage assessments to the Emergency Operations Center (EOC).
  - c. Upon request, provide heavy equipment support for SAR operations. See Annex R, Search and Rescue.
  - d. Clear roads of debris. See Appendix 2.
  - e. Inspect damaged buildings to determine if they are safe for occupancy.
  - f. Remove debris from public property and manage proper debris disposal. See Appendix 2.
  - g. Make repairs to damaged government facilities and equipment, as needed.
  - h. Coordinate with the Energy & Utilities staff to arrange for emergency electrical service, if required, to support emergency operations.
  - i. Assist the Matagorda County Precincts and the Cities of Bay City and Palacios Public Works Departments in making emergency repairs to government-owned utility systems, as necessary. See Annex L, Utilities.
  - j. Restrict access to hazardous areas, using barricades and temporary fencing, upon request.
4. Recovery
- a. Repair or contract repairs to government-owned buildings, roads, bridges, and other infrastructure.
  - b. Support community cleanup efforts, as necessary.
  - c. Participate in compiling estimates of damage and response and recovery costs.
  - d. Participate in post-incident review of emergency operations and make necessary changes to improve emergency plans and procedures.

## **VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES**

### **A. Organization**

1. The function of public works and engineering during emergency situations shall be carried out in the framework of our normal emergency organization described in Section VI.A of the Basic Plan, and in accordance with National Incident Management System (NIMS)/National Response Framework (NRF) protocols. Preplanning for emergency public works and engineering tasks shall be conducted to ensure staff and procedures needed to manage resources in an emergency situation are in place.
2. During an incident of national significance or Disaster Declaration under the Stafford Act Public Assistance Program, Public Works and Engineering may integrate, as required, with the National Response Framework (NRF), Emergency Support Function (ESF) #3 activities. The Federal ESF #3 will develop work priorities in cooperation with state, local, and/or tribal governments and in coordination with the Federal Coordinating Officer and/or the Federal Resource Coordinator. (See Annex 3, Public Works and Engineering – National Response Plan).

### **B. Assignment of Responsibilities**

1. The Matagorda County Commissioners and the Public Works Directors for the City of Bay City and the City of Palacios will serve as the Public Works Officer during emergencies and will:
  - a. Coordinate certain pre-emergency programs to reduce the vulnerability of local facilities and other infrastructure to known hazards. See Annex P, Hazard Mitigation.
  - b. Manage the public works and engineering function during emergency situations in accordance with the NIMS.
  - c. Oversee the restoration of key facilities and systems and debris removal following a disaster.
  - d. Develop and implement procedures to ensure a coordinated effort between the various local departments and agencies that perform the public works and engineering functions. Ensure appropriate emergency response training for assigned personnel in accordance with Section IX.D of the Basic Plan.
  - e. Identify contractors who can provide heavy and specialized equipment support during emergencies and individuals and businesses that may be willing to lend equipment to local government during emergencies.
  - f. Assist the Resource Manager in maintaining a current list of public works and engineering resources. See Annex M, Resource Management. [In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are typed according to NIMS and a part of the Texas Regional Response Network (TRRN).]



- g. Maintain this annex.
2. The Matagorda County Commissioners and the Public Works Departments for the City of Bay City and the City of Palacios Department will:
- a. Carry out pre-disaster protective actions for impending hazards, including identifying possible facilities for debris storage and reduction.
  - b. Conduct damage assessments in the aftermath of disaster.
  - c. Repair and protect damaged government facilities.
  - d. Provide heavy and specialized equipment support for SAR operations.
  - e. Carry out debris clearance and removal. See Appendix 2.
  - f. With the assistance of the Legal Officer, negotiate inter-local agreements for public works and engineering support.
  - g. Maintain stockpiles of disaster supplies such as sandbags, plastic sheeting, and plywood.
3. The Matagorda County Commissioners and the Public Works Departments for the City of Bay City and the City of Palacios will:
- a. Develop damage assessment procedures and provide training for damage survey teams.
  - b. Provide engineering services and advice to the Incident Commander and EOC staff.
  - c. Assist in conducting damage assessments in the aftermath of an emergency. See Annex J, Recovery.
  - d. Safeguard vital engineering records.
4. The Matagorda County Commissioners and the Public Works Departments for the City of Bay City and the City of Palacios will:
- a. Maintain reasonable stockpiles of emergency paving materials.
  - b. Make emergency repairs to Matagorda County roads, bridges, culverts, and drainage systems.
  - c. Supervise debris clearance from the public right-of-way and support debris removal operations.
  - d. Emplace barricades where needed for safety.
  - e. Provide personnel and equipment to aid in SAR operations as needed.

- f. Provide heavy equipment support for protective actions taken prior to an emergency and for response and recovery operations.
  - g. Assist in repairs to government-owned utilities and drainage systems.
- 5. The Matagorda County Commissioners and the Public Works Departments for the City of Bay City and the City of Palacios will:
  - a. Collect and properly dispose of refuse.
  - b. Support emergency public works and engineering operations with available resources.
- 6. The Matagorda County Commissioners and the Public Works Departments for the City of Bay City and the City of Palacios will:
  - a. Support damage assessment operations.
  - b. Determine if access to damaged structures should be restricted or if they should be condemned and demolished.
  - c. Inspect expedient shelter and mass care facilities for safety.
- 7. The Matagorda County Commissioners and the Public Works Departments for the City of Bay City and the City of Palacios will:
  - a. Restore damaged communications systems.
  - b. Provide communications technical and equipment support for emergency operations.
- 8. The Matagorda County Commissioners and the Public Works Departments for the City of Bay City and the City of Palacios will:
  - a. Assess damage to parks and recreation facilities and assist in assessing damage to other facilities.
  - b. Provide personnel and light equipment support for public works and engineering operations.
  - c. Upon request, establish and staff a facility to sort and catalog property removed from damaged government-owned facilities.



## VII. DIRECTION & CONTROL

- A. The Matagorda County Judge or the Mayors of the City of Bay City or Palacios shall, pursuant to NIMS, provide general guidance for the public works and engineering function and, when necessary, approve requests for state or federal resources.
- B. The Incident Commander (IC) will manage public works and engineering emergency resources committed to an incident site and shall be assisted by a staff commensurate with the tasks to be performed and resources committed to the operation. If the EOC is not activated, the IC may request additional resources from local departments and agencies. The IC may also request authorized officials to activate mutual aid agreements or emergency response contracts to obtain additional resources.
- C. The EOC will be activated for major emergencies and disasters. When the EOC is activated, the Public Works Officer will manage the emergency public works and engineering function from the EOC. The IC shall direct resources committed to the incident site and coordinate resource requests through the Public Works Officer. The Public Works Officer shall manage resources not committed to the incident site and coordinate the provision of additional resources from external sources.
- D. The Public Works Officer will respond to mission priorities established by the IC or the Public Works Officer, direct departments and agencies with public works and engineering resources to accomplish specific tasks, and coordinate task assignments to achieve overall objectives.
- E. The Public Works Officer will identify public and private sources from which needed resources can be obtained during an emergency and coordinate with the Resource Manager to originate emergency procurements or to obtain such resources by lease, rental, borrowing, donation, or other means.
- F. A major emergency or disaster may produce substantial property damage and debris requiring a lengthy recovery operation. In such incidents, it may be desirable to establish a Debris Removal Task Force to manage debris removal and disposal. The task force may continue to operate even after the EOC deactivates. See Appendix 2 for the organization and responsibilities of this element.
- G. Normal supervisors of public works and engineering personnel participating in emergency operations will exercise their usual supervisory responsibilities over assigned personnel, subject to NIMS span of control guidelines. Organized crews from other jurisdictions responding pursuant to inter-local agreements will normally operate under the direct supervision of their own supervisors. Individual volunteers will work under the supervision of the individual heading the team or crew to which they are assigned.
- H. The line of succession for the Public Works Officer is:
  - 1. Matagorda County Commissioner's
  - 2. City of Bay City Public Works Director
  - 3. City of Palacios Public Works Director.

<b>VIII. READINESS LEVELS</b>
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**A. Readiness Level IV - Normal Conditions**

See the mitigation and preparedness activities in Section V.G.

**B. Readiness Level III - Increased Readiness**

1. Review plans and procedures.
2. Inform key public works and engineering personnel.
3. Monitor the situation.
4. Check equipment readiness and correct deficiencies.
5. Check emergency supply status and fill shortfalls.

**C. Readiness Level II - High Readiness**

1. Monitor the situation.
2. Alert personnel for possible emergency duty.
3. Increase short-term readiness of equipment if possible.
4. Review inter-local agreements and contracts for resource support and alert potential resource providers of possible emergency operations.
5. Identify personnel to staff the Incident Command Post (ICP) and EOC.

**D. Readiness Level I - Maximum Readiness.**

1. Mobilize selected public works and engineering personnel.
2. Implement plans to protect government facilities and equipment.
3. Ensure equipment is loaded and fueled; consider precautionary deployment of resources.
4. Dispatch personnel to the ICP and EOC when activated.
5. Advise resource suppliers of situation.
6. Continue to monitor the situation.

## **IX. ADMINISTRATION & SUPPORT**

### **A. Resource Support**

1. A listing of local public works and engineering equipment is provided in Annex M, Resource Management.
2. Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts.
3. If the public works and engineering resources available locally, from other jurisdictions, and from businesses pursuant to contracts are insufficient to deal the emergency situation, assistance may be requested from the State. The [County Judge/Mayor] should approve requests for state aid, which should be forwarded to the Disaster District Committee (DDC) Chair. Cities must request resource support from their county before requesting assistance from the State in accordance with Section V.F of the Basic Plan.

### **B. Communications**

The public works and engineering communications network is depicted in Appendix 1.

### **C. Key Facilities**

A listing of key local facilities, providing a general priority for damage assessment, debris clearance, and repair, is contained in Annex G, Law Enforcement. The EMD shall determine the specific priority for public works and engineering work on each of these facilities in the aftermath of an emergency.

### **D. Reporting**

In addition to reports that may be required by their parent organization, public works and engineering departments and agencies participating in emergency operations should provide appropriate situation reports to the IC, or if an incident command operation has not been established, to the EOC. The IC will forward periodic reports to the EOC. Pertinent information will be incorporated into the Initial Emergency Report and periodic Situation Reports. The essential elements of information for the Initial Emergency Report and the Situation Report are outlined in Appendices 2 and 3 to Annex N (Direction and Control).

### **E. Records**

Expenses incurred in carrying out emergency response and recovery operations for certain hazards may be recoverable from the responsible party, insurers, or as a basis for requesting reimbursement for certain allowable costs from the state and/or federal government. Hence, all public works and engineering elements will maintain detailed records of labor, materials, equipment, contract services, and supplies consumed during large-scale emergency operations.



**F. Post Incident Review**

For large-scale emergency operations, the Matagorda County Emergency Management Coordinator] shall organize and conduct an after-action critique of emergency operations in accordance with the guidance provided in Section IX.F of the Basic Plan. The After-Action Report will serve as the basis for an Improvement Plan.

<b>X. ANNEX DEVELOPMENT &amp; MAINTENANCE</b>
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- A.** The Emergency Management Coordinator, in coordination with the Commissioner's and the Cities of Bay City/Palacios Public Works Directors, are responsible for developing and maintaining this annex.
- B.** This annex will be reviewed annually and updated in accordance with the schedule outlined in Section X of the Basic Plan.
- C.** Departments and agencies assigned responsibilities in this annex will develop and maintain SOPs covering those responsibilities.

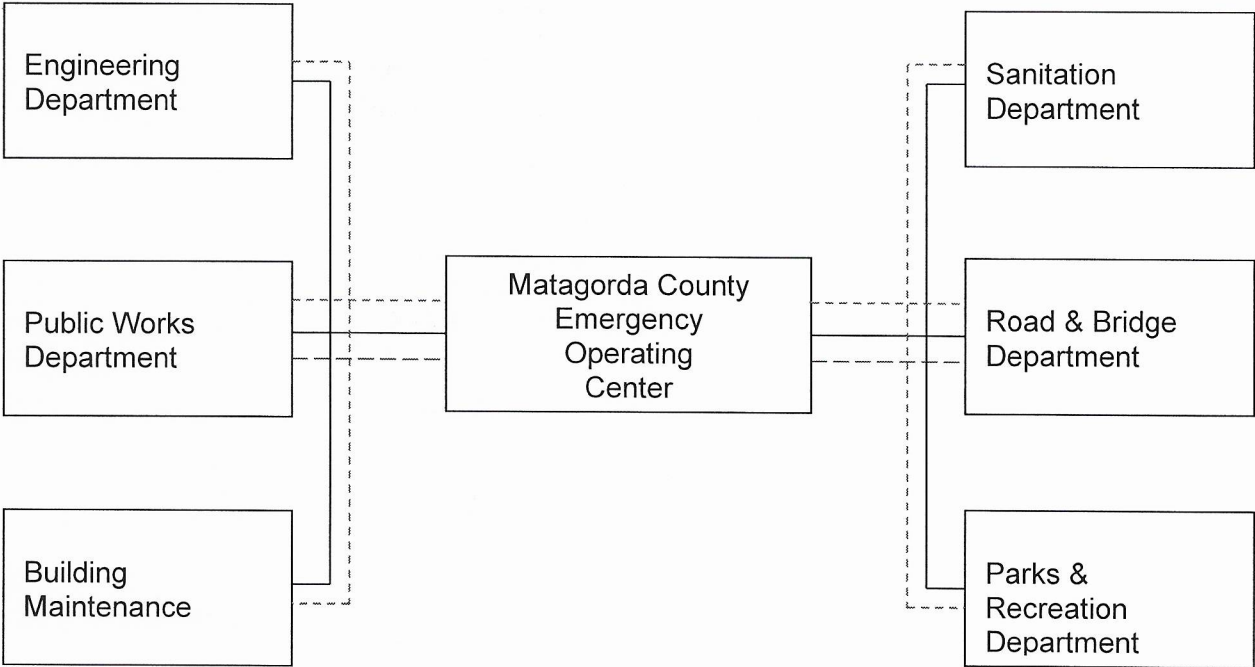
<b>XI. REFERENCES</b>
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- A.** DEM, Texas Disaster Recovery Manual.
- B.** FEMA, Public Assistance Debris Management Guide (FEMA-325).
- C.** FEMA, Comprehensive Preparedness Guide (CPG-101)
- D.** FEMA, Reducing Losses in High Risk Flood Hazard Areas: A Guidebook for Local Officials (FEMA-116).

**APPENDICES:**

Appendix 1 ..... Public Works & Engineering Communications Network  
Appendix 2 ..... Debris Management

PUBLIC WORKS & ENGINEERING COMMUNICATIONS NETWORK



LEGEND:

- TELEPHONE
- RADIO

## **DEBRIS MANAGEMENT**

### **1. Objectives**

The objectives of debris management in the aftermath of an emergency are to:

- A. Reopen roads and provide access to facilities that provide essential government and population support services.
- B. Remove debris from public property.
- C. Assist citizens in removing debris from private property.
- D. Reduce the volume of debris going to disposal facilities to extend the life of those facilities and reduce costs.
- E. Ensure hazardous materials are segregated from other debris and properly disposed of.

### **2. Explanation of Terms**

- A. Debris is the remains of things destroyed or damaged as a result of natural or technological disasters. Disaster debris may include yard waste, building materials, household items, personal property, hazardous household products, batteries, automobiles, boats, hazardous chemicals, spoiled food, dead animals, and other materials. Some types of debris pose a threat to health, safety, and the environment.
- B. Categorization of Debris. There are a variety of schemes for categorizing debris. In this appendix, the following categorization is used:
  - 1) Burnable Materials, which include:
    - a) Burnable Natural Debris – generally trees, shrubs, and vegetation
    - b) Burnable Construction and Demolition (C&D) Debris – wooden structural members and other wood products such as roof decking, siding, doors
  - 2) Non-burnable Debris – plastic, glass, metal, sheet rock, roofing shingles, carpet, tires, treated lumber, bricks, concrete, soil, and similar items. Household waste is a type of non-burnable debris.
  - 3) Hazardous Debris – industrial and household hazardous waste, paint, materials containing asbestos, batteries, petroleum products, agricultural chemicals, dead animals, and similar products.

### **3. Situation & Assumptions**

#### **A. Situation**

- 1) The type and quantity of debris generated by an emergency situation is a function of the type of event, the location of impact, and the magnitude, intensity, and duration.

- 2) The quantity and type of debris generated, its location, and the size of the area over which it is spread affect the choice of removal and disposal methods, the costs incurred in doing so, and the time it will take to accomplish the task.

**B. Assumptions**

- 1) Emergency situations requiring debris removal may occur at any time.
- 2) Local government may have insufficient resources to remove debris created by a major emergency or disaster and accomplish other recovery tasks.
- 3) If local debris removal capabilities are insufficient, the chief elected official may issue a local disaster declaration and request State assistance in debris removal. If the local emergency situation is of such magnitude that the Governor requests a Presidential Disaster Declaration and such a declaration is approved, federal resources could become available.
- 4) For major emergencies or disasters, private contractors may be needed to collect, reduce the volume of, and dispose of debris.
- 5) Citizens should assist in removing debris from the immediate area of their homes and businesses but will generally need government assistance in removing it for disposal.
- 6) Citizens are often willing to help their neighbors in removing debris. Proper public information can encourage such cooperative action, speeding up the process and reducing costs.

**4. Concept of Operations**

**A. Phased Approach.** Debris management shall be conducted in phases, including:

- 1) **Phase 1 - Emergency Roadway Clearance**
  - a) Following a disaster, the top priority is to clear major roads and routes providing access to key population support facilities such as hospitals, to allow for the movement of emergency vehicles, resumption of critical services, and damage assessment. Emergency roadway clearance also facilitates the deployment of external response elements and delivery of emergency equipment and supplies. In initial roadway debris clearance, debris is normally pushed to the side of the road with no attempt to remove or dispose of it.
  - b) Local government is responsible for clearing city streets, county roads, and their rights of way. The Texas Department of Transportation (TXDOT) is responsible for clearing state and federal highways and the rights of way for such highways along with debris disposal resulting from the clearing process.
  - c) In this phase, crews equipped with chain saws will generally be required to cut up downed trees and heavy equipment will be needed to move the



remains. If possible, heavy equipment used for moving debris should be equipped with protective cabs and all personnel should wear protective equipment. Fire hydrants, driveway cutouts, and utility valves should be left unobstructed.

- d) Electrical systems are often damaged by the same hazards that create substantial debris, public works and engineering crews may need to coordinate their efforts to remove debris with utility crews.

## 2) Phase 2 – Debris Removal and Disposal

### a) Debris Removal from Public Property.

- (1) In the aftermath of a disaster, it may be necessary to remove debris from a variety of public property, including:

- (a) Roads and rights of way.
- (b) Government buildings, grounds, and parking lots.
- (c) Parks and recreation facilities.
- (d) Storm drainage systems and reservoirs.

- (2) If the emergency situation resulted in a Presidential Disaster Declaration, the expense of debris removal from public property may be partially reimbursed by the federal government if the debris must be removed to:

- (a) Eliminate immediate threats to life, public health and safety.
- (b) Eliminate immediate threats of significant damage to improved public or private property.
- (c) Ensure economic recovery of the affected community.

Large-scale debris removal and disposal operations can be extremely costly. It is vital to determine if federal assistance will be provided and the rules that apply to such assistance before commencing debris removal operations. See the DEM *Texas Disaster Recovery Manual* for further information.

- (3) State law provides that state resources may not be used to clear or remove debris from local public property unless the local government presents the State an unconditional authorization for removal.

### b) Debris Removal from Private Property.

- (1) Debris removal from private property, including demolishing condemned structures, is generally the responsibility of the property owner, and the cost may be wholly or partly covered by insurance. If there has been a Presidential Disaster Declaration and debris on private property is so widespread that public health, safety, or the economic recovery is threatened, local government may be partially reimbursed for the cost of debris removal from private property.



Local government normally has responsibility for picking up and disposing of debris from private property placed at the curb and bears the cost of that effort.

- (2) When the Governor has issued a disaster declaration for an emergency situation, § 418.023 of the Government Code law provides that state resources may be used to remove debris from private property. As a general rule, the property owner must authorize removal of debris, grant unrestricted access, and indemnify the state against any claim resulting from the removal. As the Executive Order of the Governor Relating to Emergency Management provides that county judges and mayors who have issued a local disaster declaration may exercise the emergency powers of the Governor on an appropriate local scale, local governments may remove debris from private property subject to the same conditions cited above. Attachment 1 to this appendix provides a sample Debris Removal Access Agreement that should be used to meet statutory requirements.

B. Preparation for Debris Removal

Considerable time and labor can be saved in the debris removal process by sorting debris from public property and encouraging the public to sort debris from private property before it is picked up. A proactive public outreach program should advise the public of the actions they can take to facilitate pickup, including:

- 1) Sorting debris into categories – burnable natural debris, burnable construction and demolition debris, non-burnable debris, and potentially hazardous debris.
- 2) Placing sorted debris piles at curbside.
- 3) Keeping debris off roadways and away from fire hydrants and utility valves.
- 4) Disposing of household waste in normal refuse containers.

C. Estimating the Amount of Debris

In determining the means to be used to remove and dispose of debris, it is essential that local officials have a reasonable estimate of the amount of debris that must be removed and eventually disposed of. Attachment 3 to this appendix provides a methodology that may be used to estimate the amount of debris that must be removed.

D. Determining Debris Removal Strategy

- 1) After an estimate of the amount of debris that needs to be removed is made, options for removing the debris should be evaluated in terms of their cost and timeliness.
- 2) The general strategies for debris removal and processing are:
  - a) Removal and processing of debris by local government.
    - (1) Advantages:

- Direct government control.
- (2) Disadvantages:
  - Normally requires diversion of significant government resources from regular functions and makes them unavailable for other recovery tasks.
  - Speed of debris removal may be constrained by the government equipment and personnel available.
  - Local government may lack specialized equipment and skills needed to carry out all aspects of debris removal.
- b) Removal and processing of debris by contractors.
  - (1) Advantages:
    - Speed of debris removal may be increased by contracting for additional resources.
    - If local contractors are used, may provide local economic benefit.
  - (2) Disadvantages:
    - Requires detailed contracts.
    - Requires extensive oversight and inspection.
- c) Removal and processing of debris by a combination of local government and contractors.
- 3) If contractors are used, the disaster area should be divided into geographic sectors for control purposes and bids solicited based on the estimated quantity of debris in each sector. In defining sectors, it is desirable to group properties of like type, construction, and with similar vegetation together. This will also facilitate estimating the quantity of debris that needs to be removed.
- 4) Debris may be removed by one time collection of all debris at each property or using multiple passes to collect different types of material that have been pre-sorted by the property owner.
- E. Establishing Temporary Debris Storage and Reduction (TDSR) Facilities.
  - 1) The effective disposal of large quantities of disaster debris requires that suitable temporary storage and volume reduction facilities be established. Such facilities hold debris until it can be sorted, reduced in volume, and dispatched to an appropriate disposal facility. Sorting and volume reduction can significantly reduce the costs of disposing of debris and prevent potentially serious environmental problems.
  - 2) Sorting. TDSR facilities sort debris and send it to the most appropriate facility for treatment or disposal. Sorting is needed to separate burnable from non-burnable materials and segregate hazardous products for disposal at authorized facilities and identify debris that can be burned, chipped or ground, recycled, or simply disposed of at a landfill without treatment.

3) The volume of debris can be greatly reduced by a variety of methods, including:

- a) Incineration. This method includes open burning, use of air curtain pit incineration (trench burners), or use of portable air curtain incinerators. Incineration of burnable debris typically reduces its volume by 95 percent.
- b) Chipping and grinding. Chipping and grinding is appropriate for clean, woody debris and typically reduces its volume by 75 percent. However, chipping and grinding normally costs as much as incineration and unless the resulting mulch can be disposed of without cost or at a profit, local government may incur additional costs to have the residual material hauled to a landfill.
- c) Recycling. Recycling debris may present an opportunity to reduce the overall cost of disposal. Metals, lumber, and soil are the most likely candidates for recycling. Before local government attempts to operate a recycling operation, it is essential to determine if there is, in fact, a market for the materials sorted out in the recycling process; otherwise the output may simply have to be hauled to a landfill. Specialized contractors may be willing to undertake recycling, particularly if it involves large amounts of well sorted debris.

4) Site Selection

- a) Criteria pertinent to selecting TDSR facilities are:
  - (1) Preferably government-owned.
  - (2) Large enough to accommodate a storage area, a sorting area, and volume reduction operations area(s).
  - (3) Reasonable proximity to disaster areas and debris disposal sites.
  - (4) Good road access.
  - (5) Not in a residential area or in the vicinity of schools, churches, or other facilities with concentrations of population.
  - (6) Not in an environmentally sensitive area, such as wetlands or a water well field.
- b) Local landfills and possible local sites for TDSR facilities are described in Attachment 2 to this appendix. The selection of specific sites to be used for TDSR facilities will normally be made by a team of local, state, and, where appropriate, federal personnel, who are familiar with the local area and the specific environmental regulations governing such facilities. Attachment 3 to this appendix provides methods for determining space requirements for TDSR sites and estimating the quantity of debris that must be disposed of after processing.

F. Public Information and Instructions

- 1) In the aftermath of an emergency situation, the Public Information staff should provide the public detailed information on debris removal and disposal plans and procedures. Providing appropriate instructions to the public concerning



debris removal can significantly reduce the time and costs involved. Public information on debris removal must start as soon as possible after the disaster – before people start moving and stacking large amounts of debris.

- 2) Public instructions should encourage citizens to:
  - a) Assist their neighbors, particularly the elderly or infirm, in removing debris.
  - b) Move debris to curbside for pickup.
  - c) Separate debris into the categories determined by local officials.
  - d) Keep debris piles away from fire hydrant and utility valves.
- 3) Public information should keep citizens advised of:
  - a) Debris pickup schedules and the system of pickup if various types of debris will be picked up on different days.
  - b) Self-help disposal guidelines for citizens and businesses that wish to haul their own debris to a debris storage area or landfill.
- 4) The normal methods of public information dissemination through the media should be used to provide information to the public. If loss of electric power has occurred, extra effort must be made to reach those without power using door hangers, flyers, signs, and, if necessary, door-to-door outreach.

#### G. Regulatory Issues and Technical Assistance

- 1) The Texas Commission on Environmental Quality (TCEQ) regulates the disposal of waste, including hazardous waste. TCEQ also issues emergency permits for debris incineration. Hence, the advice and assistance of TCEQ should be obtained in developing and implementing plans for debris disposal.
- 2) The Texas Department of State Health Services (DSHS) is the state agency responsible for ensuring food safety. The assistance of DSHS should be sought when there are questions regarding the safety of foodstuffs in damaged retail stores, warehouses, and processing facilities. DSHS has the authority to condemn unsafe foodstuffs so that they can be disposed of.
- 3) The Texas Animal Health Commission (TAHC) can provide advice and assistance regarding the disposition of dead animals. TAHC may also help identify stray live animals so they can be returned to their owners.

## 5. Organization

### A. Phase 1 - Emergency Roadway Clearance

During Phase 1, our normal emergency organization as outlined in the Section V.IA of the Basic Plan and this annex should coordinate debris clearance operations. Debris clearance will normally be managed from the EOC. However, if debris is localized, an incident command operation may be established at the incident site to manage debris clearance.

**B. Phase 2 - Debris Removal and Disposal**

- 1) For small-scale debris removal and disposal operations, our normal emergency organization as outlined in the Basic Plan and this annex may coordinate debris removal and disposal.
- 2) For major emergencies or disasters that result in large volumes of debris, removal and disposal may have to continue for an extended period. For these situations, a Debris Management Task Force, consisting of personnel from those departments and agencies having the required expertise, shall be formed to manage debris removal and disposal operations. The Task Force should be comprised of personnel to perform the following functions:
  - a) Operations: Plan debris removal and processing, manage the use of government resources, and monitor the use of contract resources committed to the task.
  - b) Contracting & Procurement: Develop contracts for services and/or equipment, obtain bids, and award contracts.
  - c) Legal: Contract review, manage authorizations for debris removal, and prepare legal documents for building condemnation and land acquisition.
  - d) Administration: Provide supply, administrative, and accounting support.
  - e) Engineering: Damage assessment, develop scopes of work and specifications for contracts, and prepare cost estimates.
  - f) Public Information: Provide information and instructions relating to debris removal to the public.

It may be desirable to organize the Debris Management Task Force as an ICS operation under an Incident Commander.

- 3) If the government uses its own resources to remove debris, the primary role of the operations staff is to plan and supervise debris removal. If contractors will be removing debris, then the primary role of the operations staff is to monitor contractor work and ensure contract provisions are followed.

**6. Task Assignments**

**A. Phase 1 - Emergency Roadway Clearance**

Task assignments shall be as stated in Section VI.B of this annex.

**B. Phase 2 - Debris Removal and Disposal Phase**

Task assignments shall be determined by the Debris Management Task Force leader. General tasks of the various components of the Task Force are described in the Chapter 3 of the *FEMA Debris Management Guide* (FEMA-325).

**Attachment 1**

**Debris Removal Access Agreement**

I/We \_\_\_\_\_, the owner(s) of the property  
commonly identified as \_\_\_\_\_,  
(street address)  
\_\_\_\_\_, State of Texas  
(city/town) (county)

do hereby grant and give freely and without coercion, the right of access and entry to said property to the Matagorda County of \_\_\_\_\_, its agencies, contractors, and subcontractors thereof, for the purpose of removing and cleaning any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this agreement is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the Matagorda County of \_\_\_\_\_, State of Texas, its 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 waiver 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 storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have \_\_\_\_\_, have not \_\_\_\_\_)(will \_\_\_\_\_, will not \_\_\_\_\_) received any compensation for debris removal from any other source including Small Business Administration (SBA), National Resource Conservation Service (NRCS), private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness



**Attachment 2**

**Landfills  
&  
Potential Temporary Debris Storage and Reduction (TDSR) Sites**

**1. Landfills – No Landfills in Matagorda County**

**2. Possible TDSR Facilities**

- a. Name: Matagorda County Transfer Station
  - 1) Address: 679 CR 147, Bay City, TX 77414
  - 2) Owner: Matagorda County
  - 3) Site size (acres): 9.7
  - 4) Fenced? Yes
  - 5) Road access: Yes
  - 6) Neighbors: No
  - 7) Environmental concerns: None
- b. Name: Matagorda County Drainage District
  - 1) Address: SH 457, Bay City, TX
  - 2) Owner: Matagorda County Drainage District
  - 3) Site size (acres): 10
  - 4) Fenced? Yes
  - 5) Road access: Yes
  - 6) Neighbors: Yes approx. ½ mile from the site
  - 7) Environmental concerns:
- c. Name: Matagorda Site
  - 1) Address: CR 259, Matagorda, TX
  - 2) Owner: Conservation and Reclamation District (CNR)
  - 3) Site size (acres): 20
  - 4) Fenced? Yes
  - 5) Road access: Yes
  - 6) Neighbors: Yes approx. ½ mile range
  - 7) Environmental concerns: None
- d. Name: Palacios Precinct #3
  - 1) Address: 25000 SH 35 S, Palacios, TX 77465
  - 2) Owner: Matagorda County
  - 3) Site size (acres): 14
  - 4) Fenced? Yes
  - 5) Road access: Yes
  - 6) Neighbors: Yes, within feet of the site
  - 7) Environmental concerns: None

- e. Name: Midfield Site
  - 1) Address: Corner of Junetta Street and CR 482 (Blessing/Midfield Rd)
  - 2) Owner: Matagorda County
  - 3) Site size (acres): 5
  - 4) Fenced? Yes
  - 5) Road access: Yes
  - 6) Neighbors: Yes, to the North approx. 500 ft. from site
  - 7) Environmental concerns: None
  
- f. Name: Clemville Site
  - 1) Address: CR 417 (Hoffman Road) along the canal
  - 2) Owner: Matagorda County
  - 3) Site size (acres): 1
  - 4) Fenced? Yes
  - 5) Road access: Yes
  - 6) Neighbors: Yes, approx. 1 mile
  - 7) Environmental concerns: None



**Attachment 3****Debris Estimation**

This attachment contains the following tabs:

**1. Tab A – Estimating Debris Quantity.**

This tab includes two worksheets (Worksheet 1 and Worksheet 2) which outline a methodology that can be used to estimate the quantity of debris produced by a disaster. The methodology allows the user to estimate the debris in various geographic areas (sectors) and then sum the number of debris in each sector to determine the overall volume of debris that must be dealt with. The sectors developed in this process can be used in operational planning and contracting. To the extent possible, sectors should be drawn to encompass areas with buildings of similar construction and vegetative cover.

[The methodology in this tab should not be used for hurricane debris; use the methodology in Tab E instead.]

**2. Tab B – Estimating Debris Removal Time.**

This tab includes two worksheets (Worksheet 3 and Worksheet 4). The worksheets provide a methodology that can be used to estimate the time in days that it will take to remove specific quantities of debris given a known set of hauling resources and a reasonable estimate of the cycle time for those resources (time spent in pickup, hauling, unloading, and, waiting on one trip).

**3. Tab C – Estimating Debris Disposal Quantity.**

Worksheet 5 outlines a method to determine the volume of debris that will have to be disposed of after sorting and volume reduction, given information on the composition of debris that must be disposed of. To utilize this methodology, you must remove a sample of debris in each sector and sort it to determine the characteristics of the debris from that sector. If the sample of debris is not representative of debris in the sector, this method will be inaccurate.

**4. Tab D – Estimating Requirements for Debris Processing.**

Worksheet 6 can be used to estimate how much space will be required for temporary debris storage and reduction facilities. This worksheet is based on a US Army Corps of Engineers methodology.

**5. Tab E – Estimating Hurricane Debris Quantity.**

Worksheet 7 can be used to estimate the quantity of debris produced by a hurricane. This worksheet is based on US Army Corps of Engineers methodology.

**Tab A****ESTIMATING DEBRIS QUANTITY**

Complete a separate Worksheet 1 for each Sector.  
Transfer results from each Worksheet 1 to Worksheet 2.

CF = cubic feet & CY = cubic yards

**Use Tab E for Estimating Hurricane Debris**

<b>WORKSHEET 1</b>			
<b>Sector:</b>			
<b>Description:</b>	<b>N = Number</b>	<b>M = Multiplier</b>	<b>CY = (N x M)</b>
A. Homes (1800-2000 square feet)	100	300	30,000
B. Mobile Homes	130	80	10,400

<b>C. Other Buildings</b>	<b>L = Length/ft</b>	<b>W = Width/ft</b>	<b>H = Height/ft</b>	<b>CF = (LxWxH)</b>	<b>CY = (CF/27) x.33</b>
Apex Center	250	60	10	150,000	1,833
Anchor Fire Station	100	100	12	120,000	1,467
Teasdale School	125	100	10	125,000	1,527
Subtotal [sum the right column]					4,827

<b>D. Debris Piles</b>	<b>L = Length/ft</b>	<b>W = Width/ft</b>	<b>H = Height/ft</b>	<b>CF = (LxWxH)</b>	<b>CY (CF/27)</b>
Crystal Creek @ Compton	150	8	4	4,800	177
Hungry Hollow Bridge	80	20	8	12,800	474
Willow Road @ Newton	100	16	5	8,000	296
Subtotal [sum the right column]					947

WORKSHEET 2	Sector A	Sector B	Sector C	Sector D
<i>Debris Volume Estimate (cubic yards/CY)</i>				
<b>A. Homes</b> [from Worksheet 1]	30,000	4,200		
<b>B. Mobile Homes</b> [from Worksheet 1]	10,400	2,400		
<b>C. Other Buildings</b> [from Worksheet 1]	4,827	1,021		
SD = Structural debris (A + B + C)	45,227	7,621		
V = Vegetation Multiplier [see note]	1.3	1.1		
ST = Subtotal (SD x V)	58,795	8,383		
<b>D. Debris Piles</b> [from Worksheet 1]	947	1,200		
<b>E. SV = Sector Volume</b> (ST + D)	59,742	9,583		
<b>TOTAL</b> [add entries in row E above]	69,325			

**Note:**

V= Vegetative Multiplier:

Vegetative CoverV =

None

1

Light

1.1

Medium

1.3

Heavy

1.5



Tab B

**ESTIMATING DEBRIS REMOVAL TIME**

Worksheets 3 and 4 may be used to estimate the time it will take to remove a quantity of debris given information on the quantity and capacity of the hauling resources available and estimates of the cycle time for those resources. Cycle time is the time it takes a cargo truck to complete a round trip. Cycle time is computed by adding the time it takes to load a truck, the round-trip travel time between the loading point and the off-load point, unloading time, and any unproductive waiting time. This methodology will be most accurate if you use times observed during actual operations, not theoretical numbers.

<b>WORKSHEET 3</b>	<b>Sector A</b>	<b>Sector B</b>	<b>Sector C</b>	<b>Sector D</b>
A. Debris to be Removed in cubic yards (CY) from Worksheet 2 or 7	59,742	9,583		
Removal Cycle (all times in hours)				
B. Estimated loading time	.2	.2		
C. Estimated travel time (roundtrip)	.4	.6		
D. Estimated unload time	.1	.1		
E. Estimated waiting time	.1	.1		
F. Cycle time (B+C+D+E)	.8	1.0		
G. Daily work period	7.5	7.5		
H. Cycles per day (G / F)	9	7		
Removal Time				
I. Capacity (CY) per cycle [ Worksheet 4]	136	136		
J. Capacity (CY) per day [H x I]	1,224	952		
K. Days to Clear Sector [A / J]	48.8	10.0		
L. Days to Clear All Sectors [add entries in Row K above]	58.8			

<b>WORKSHEET 4</b>	<b>A. Truck Capacity (CY)</b>	<b>B. Units Available</b>	<b>C. Group Capacity (AxB)</b>
<b>Equipment</b>			
Dump Truck, Light	6	4	24
Dump Truck, Medium	8	4	32
Dump Truck, Heavy	10	8	80
Capacity Per Cycle (CY) [sum the right column]			136

**Note:**

In estimating units available, it is essential to consider that some equipment may not operationally ready each day. Hence, an out-of-service factor based on local experience should be applied to obtain a realistic estimate of equipment available for use on a daily basis.

Tab C

## ESTIMATING DEBRIS DISPOSAL QUANTITY

Worksheet 5 provides a method of estimating the volume of debris that will have to be disposed of after volume reduction. It requires taking a **sample of the debris in each sector** to determine the percent of burnable debris (B below), the percent of burnable C&D debris (C below), the percent of non-burnable debris (D below) broken down by recyclable materials (D-1) and other material (D-2), and the percent of hazardous debris. In taking a sample, it is desirable to include debris from at least 10 properties.

Worksheet 5	Sector 1	Sector 2	Sector 3	Sector 4
<b>Sample Debris Characteristics:</b>				
<b>A. Debris Volume</b> [from Worksheet 2]	59,742	9,583		
<b>B. % Burnable Natural Debris</b>	.30	.40		
<b>C. % Burnable C&amp;D Debris</b>	.32	.28		
<b>D. % Non-Burnable Debris</b>	.35	.32		
D-1. Potentially Recyclable	.07	.10		
D-2. Landfill	.28	.20		
<b>E. % Hazardous Debris</b>	.03	.02		
<b>Disposal Volume (cubic yards):</b>				
<b>F. Burnable Natural Debris</b> (A x B)	17,922	3,833		
F-1. Amount to be chipped/ground <sup>1</sup>	200	0		
F-2. Amount to be burned	17,722	3,833		
<b>G. Burnable C&amp;D Debris</b> (A x C)	19,117	2,683		
<b>H. Total Burnable</b> (F-2 + G)	36,839	6,516		
<b>I. Volume for disposal after burning</b> (H x .05)	1,841	326		
<b>I. Volume for disposal after chipping or shredding</b> (F-1 x .25)	50	0		
<b>J. Non-Burnable Debris</b> (A x D)	20,910	3,067		
<b>K. Less Non-Burnables to be Recycled</b> <sup>2</sup>	5,400	767		
<b>L. Volume of Non-Burnables for Disposal</b> (K - L)	15,510	2,300		
<b>M. Volume (Non-hazardous) for Landfill Disposal</b> (I + J + M) <sup>3</sup>	17,401	5,693		
<b>N. Total for Landfill Disposal</b> [add quantities in row N above]	23,094			
<b>O. Volume for Hazmat Disposal</b> (A x E)	1,792	191		
<b>P. Total for Hazmat Disposal</b> [add quantities in row O above]	1,983			

## Notes:

- Local officials need to decide how much debris to chip or grind instead of burning. The quantity should be based on a) the amount of chipped/ground wood that local government wants to retain for use as mulch and b) the amount that can be disposed of without cost or at some profit to landscape products firms. Since chipping and grinding costs approximately the same as burning and produces a higher volume of residue, there is little reason to chip and grind instead of burning if you also have to pay to have the resulting mulch hauled away.
- This number should be based on the proportion of recyclable materials for which you can determine there is a ready market. Recycling materials for which there is no market simply leaves you sorted debris to haul to the landfill.
- If mulch produced in the chipping and grinding operation is hauled away without cost, do not include it (Item J) in the equation because disposal of that material is no longer your problem.



## Tab D

**ESTIMATING REQUIREMENTS FOR DEBRIS STORAGE & PROCESSING SITES**

This methodology may be used to determine the space required for debris storage and processing sites.

It assumes that:

1. Debris will be stacked 10 feet high.
2. 40 percent of a site will be used for storage; 60 percent will be used for sorting areas, separation between debris piles, roads, site buffers, and burn pits

<b>WORKSHEET 6</b>	
A. Debris Volume in cubic yards (CY) [From Worksheet 2 or 7]	69,325
B. CY per acre assuming 10' stack height <sup>1</sup>	16,117
C. Acres for debris storage only (A/B)	4.3
D. Multiplier for processing, roads, & buffers	1.66
E. Required facility area in acres <sup>2</sup>	7.1

**Notes:**

1. If you plan to use a stack height other than the typical 10 feet, use the following formula to compute CY per acre:

$$\text{CY} = (\text{stack height in feet} / 3) \times 4840$$

2. Where the area requirement is large, the requirement is generally satisfied by establishing several sites that, taken collectively, provided the needed area.

## Tab E

## ESTIMATING HURRICANE DEBRIS QUANTITY

Worksheet 7 may be used to estimate the quantity of debris that must be removed. This worksheet uses the formula  $Q = H \times C \times V \times B \times S$ , where:

Q = the quantity of debris in cubic yards (CF)

H = the number of households

C = the storm factor in CY:

V = the vegetation characteristic multiplier:

B = the business/commercial use multiplier

S = the storm precipitation characteristic multiplier

WORKSHEET 7	Sector A	Sector B	Sector C	Sector D
<b>Debris Volume Estimate - Hurricane</b>				
1. H = households	5,167	2,100		
2. C = Storm category	26	8		
3. V = Vegetation multiplier	1.5	1.1		
4. B = Business/commercial multiplier	1.3	1.0		
5. S = Storm precipitation multiplier	1.3	1.3		
6. Q = H x C x V x B x S	340,557	24,024		
<b>TOTAL</b> (add columns in item 6 above)	364,581			

## Notes:

## 1. H = Households.

If you do not know the number of households, estimate the number by dividing the population of the area by 3.

## 2. C = Hurricane Category

Category	C =
1	2
2	8
3	26
4	50
5	80

## 3. V= Vegetative Multiplier

Vegetative Cover	V =
None	1
Light	1.1
Medium	1.3
Heavy	1.5

## 4. B = Business/Commercial Density Multiplier

Density	B =
Light	1.0
Medium	1.2
Heavy	1.3

## 5. S = Storm Precipitation Multiplier

Precipitation	S =
None to Light	1.0
Medium to Heavy	1.3

## Attachment H

### Consolidated Certification Form

#### I. GENERAL:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (COUNTY) funds. Vendors are certifying by reference the entire list of COUNTY FY 2017 Certifications and Assurances, and shall download the same at:

<https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/County-fiscal-year-2017-certifications-and>

#### A. Access to Third Party Contract Records (ALL)

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

#### B. Interest of Members of or Delegates to Congress (ALL)

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

#### C. Prohibited Interest (ALL)

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

#### D. Cargo Preference - Use of United States-Flag Vessels (property transported on ocean vessels)

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY recipient (through the contractor in the case of a subcontractor's bill-of-lading).

#### E. Energy Conservation (ALL)

The vendor agrees to comply with 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.

#### F. No Obligation by the Federal Government (ALL)

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

#### G. Program Fraud and False or Fraudulent Statements or Related Acts (ALL)

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the COUNTY-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the COUNTY-assisted project, per 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, as deemed appropriate.

#### H. Contract Work Hours (all over 1001<)

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

I. Civil Rights (over 10K)

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements COUNTY may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements COUNTY may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age and comply with any implementing requirements COUNTY may issue.

(c) ~~Disabilities~~ - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements COUNTY may issue.

J. Incorporation of Federal Transit Administration (ETA) Terms (ALL)

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in COUNTY circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all COUNTY mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate COUNTY terms and conditions.

K. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes) (ALL)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests COUNTY approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by COUNTY. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

L. Right of the State Government to Terminate (ALL)

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project, if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

M. Disputes, Breaches, Defaults, or Other Litigation (over 150K)

The VENDOR agrees that COUNTY has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. **Notification to COUNTY.** The VENDOR is aware that recipients of Federal assistance must notify COUNTY in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate COUNTY Regional Counsel is to be notified in writing before doing so.

b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **COUNTY Concurrence.** The VENDOR is aware that COUNTY reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that COUNTY encourages the use of alternative dispute resolution procedures, as may be appropriate.

f. **Agency Process.**

Transit agency enters dispute resolution process here.

N. Fly America (foreign air transport or travel)

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

O. Recycled Products (all products)

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

P. Access for Individuals with Disabilities (ALL)

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal directives except to the extent ETA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) ETA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

Q. Debarment and Suspension (over 25K)

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

R. Clean Water & Air (over 150K)

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the COUNTY and the EPA

S. Non-Lobbying (over 150K)

The undersigned certifies to the best of his or her knowledge and belief that:

1) 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 any officer or employee of an agency, a member of Congress, an officer or employee 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.

2) 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.

3) 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 section 1352, title 31, USC. 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.

T. Lobbying and Disclosure Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature



**U.C. CERTIFICATION TO PURCHASER:**

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
- B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company	Address	
	Printed Name of Person Completing Form	
Telephone	Signature	
Date	SS# or Tax ID#	
Description of Commodity or Service		
Disadvantaged Business Enterprise Information		Type of Organization (circle)
		<input type="radio"/> Sole Proprietorship <input checked="" type="radio"/> General Proprietorship
Is your firm a DBE? <input checked="" type="radio"/> (yes) <input type="radio"/> (no)		<input type="radio"/> Corporation <input type="radio"/> Limited Partnership
If yes, what type?		<input type="radio"/> Limited Proprietorship

**V. Disadvantaged Business Enterprises (DBE) Certification (Transit Vehicle Manufacturer or IVM)**

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

Name of manufacturer of vehicle(s) to be delivered: \_\_\_\_\_

**W. Disadvantage Business Enterprise (DBE) Race-Neutral Required Clauses (Non-JVM):**

The DBE rules set forth in 49 CFR Part 26 apply to all contracts funded in whole or in part with Federal DOT funds. Contracts and subcontracts must contain the clauses listed in 49 CFR 26.13 and 49 CFR 26.29. Sub-recipients with contracts that contain a DBE goal must coordinate with their PTC in order to ensure solicitations and contracts comply with DBE requirements.

**49 CFR 26.13 -- What assurances must recipients and contractors make?**

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible."

**49 CFR 26.29 -- What Prompt Payment Mechanisms Must Recipients Have?**

Grantees must establish a contract clause requiring prime contractors to pay subcontractors for satisfactory performance no later than 30 days from receipt of each payment the grantee makes to the prime contractor. This clause must require the prompt return of retainage payments from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. For more information on these please review 49 CFR 26.29 and the COUNTY Best Practice Procurement Manual.

X. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

- ☒ The vehicle has been Altoona tested, report number: \_\_\_\_\_
- ☒ The vehicle is exempt from testing AW 49 CFR 665. \_\_\_\_\_
- ☐ The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

Y. **Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)**

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

Z. **Buy America** (Check where applicable): (over \$150K rolling stock, construction, materials)

- ☒ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 53230) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods or rolling stock.
- ☒ The vendor or offeror cannot comply with the requirements 49 USC 53230). but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

II. **SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:**

- A. Construction or Architectural & Engineering Projects ☒
- B. Transit Operations or Management Projects ☒
- C. Intelligent Transportation System or Research & Development ☒