

The City of Grand Prairie, Texas Disaster Debris Management Plan

March 2023

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City of Grand Prairie, Texas Disaster Debris Management Plan

Table of Contents

Table of Co List of Tab	les		
List of Figi	ires		
ACRONY	MS AN	D DEFINITIONS	, 1-1
Section 1 I	NTRO	DUCTION	. 1-1
1.1	Purpos	e of the Plan	. 1-1
1.2	Debris	Management Overview	. 1-1
1.3	Incider	nts and Assumptions	. 1-2
	1.3.1	Incident Description	. 1-3
1.4		Volume Estimate	
		Debris Estimate - Scenario 1	
	1.4.2	Debris Estimate – Scenario 2	
	1.4.3	Debris Estimate – Scenario 3	. 1-9
1.5	Local l	Resource Needs Assessment	. 1-9
1.6	Author	rity	1-10
1.7	Refere	nces	1-11
		AND RESPONSIBILITIES	
2.1		istration and Logistics	
2.2		Departments/Divisions	
2.3		Offices and Departments	
	2.3.1	City Manager	. 2-3
	2.3.2	Solid Waste Department and the Transportation and Mobility	
		Services Department	
2.4		epartmental Coordination	
	2.4.1	Mayor and City Council	
	2.4.2	City Attorney	
	2.4.3	City Secretary	
	2.4.4	Communications and Marketing	
	2.4.5	Economic Development	
	2.4.6	Emergency Management	
	2.4.7	Engineering Services	
	2.4.8	Finance	
	2.4.9	Fire	
		Human Resources	
	2.4.11	Management Services Department	. 2-7

	2.4.12 Parks, Arts, and Recreation	2-7
	2.4.13 Planning and Development	2-7
	2.4.14 Police Department	
	2.4.15 Public Health and Environmental Quality	
	2.4.16 Utilities 2-8	
2.5	County Agencies and Regional Resources	2-11
	2.5.1 Dallas County Health and Human Services and Tarrant Cou	
	Public Health	
	2.5.2 Dallas County Department of Homeland Security and Emer	gency
	Management/Tarrant County Office of Emergency Manage	ment 2-
	11	
	2.5.3 Dallas/Tarrant County Office of the Medical Examiner/Elli	s County
	Justice of the Peace	2-11
	2.5.4 Public Works Emergency Response Team (PWERT)	2-11
2.6	State Agencies	2-12
	2.6.1 Texas Department of Transportation (TxDOT)	2-12
	2.6.2 Texas Commission on Environmental Quality (TCEQ)	
	2.6.3 Texas Division of Emergency Management (TDEM)	2-12
	2.6.4 Texas General Land Office (GLO)	
	2.6.5 Texas Historical Commission (THC)	2-13
2.7	Federal Agencies	
	2.7.1 Federal Emergency Management Agency	2-13
	2.7.2 Federal Highway Administration	
	2.7.3 Natural Resources Conservation Service	
	2.7.4 Office of Inspector General (OIG)	
	2.7.5 U.S. Army Corps of Engineers (USACE)	2-14
2.8	Contractors	
	2.8.1 Republic Waste Services, Inc.	
	2.8.2 Debris Haulers	
	2.8.3 Debris Monitors	2-16
a		2.1
	DEBRIS COLLECTION AND REMOVAL PLAN	
3.1	Normal Operations Checklist	
3.2	Normal Operations Checklist	
5.2	Pre-Event Preparation Pre-Event Checklist	
	Public Information Pre-Event	
3.3	Post-Event Response	
5.5	Emergency Road Clearance Priorities	
	Post-Event Response Checklist	
	Public Information Post Event	3_13
3.4	Post-Event Recovery	
3.4	Post-Event Recovery Checklist: 2 Days – 2 Weeks	
3.6	Post-Event Recovery Checklist: 2 Weeks – 1 Month	
5.0	Public Information Post Event Recovery	
3.7	Post-Event Recovery Checklist: 1 Month – 3 Months	
		-

	3.8	Recov	very Checklist: 3 Months – Project Completion	3-21
			CONMENTAL CONSIDERATIONS AND OTHER	
REG	ULA	TORY	REQUIREMENTS	4-1
		4.1	Federal Regulations and Guidance	4-1
		4.2	6	
		4.3	Other Relevant Regulations	
Section	on 5 1	Plan M	aintenance	5-1
			Plan Maintenance	
	5.2	-	Review and Approval	-

List of Tables

Table 1-1 Enhance Fujita Scale	1-4
Table 1-2: Potential Disaster Incidents.	1-5
Table 1-3: Estimated CY of Debris from an EF3 Tornado	1-7
Table 1-4. Storm Category Factor	1-8
Table 1-5: Vegetative Cover Factor	1-8
Table 1-6: Commercial Multiplier Factor	1-8
Table 1-7: Precipitation Multiplier Factor	1-9
Table 1-8: Scenario 3 - Debris Forecast Analysis	1-9
Table 1 9: Debris Resource Requirements	1-10
Table 2-1 City Departments' Roles and Responsibilities	
Table 2-2 County Department Roles and Responsibilities	2-12
Table 2-3 State Agency Roles and Responsibilities.	
Table 2-4 Federal Agencies Roles and Responsibilities	2-15
Table 3-1 Recyclable Materials and End Users	
Table 3-2 Potential Final Disposal Landfills	3-21

List of Figures

Figure 2-1 City Organizational Chart2	-2
Figure 3-1 Disaster Recovery Timeline Error! Bookmark not define	ed.

List of Appendices

Appendix A: Monitoring Firm and Debris Removal Contractors Appendix B: Debris Management Site Report Appendix C: Field Documents Appendix D: Hazardous Stump Extraction and Removal Eligibility Appendix E: Sample Public Information Messages Appendix F: Sample Right-of-Entry Agreement Appendix G: Debris Management Site Memorandum of Understanding Appendix H: Zone Maps Appendix I: Open Landfill Sites Appendix J: Health and Safety Strategy Appendix K: Debris Contracting Guidance Appendix L: City Procurement Procedures Appendix M: Road Inventory Appendix N: Municipal Road Maintenance Agreement Appendix O: City Equipment Appendix P: Debris Removal Contractor Solicitation Appendix Q: Contracts Appendix R: Debris Management Checklists Appendix S: Priority Facilities List

ACRONYMS AND DEFINITIONS

44 CFR	Title 44 of the Code of Federal Regulations
BOAT	Building Officials Association of Texas
CAA	Clean Air Act
C&D Debris	Construction and Demolition Debris
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
City	City of Grand Prairie
CWA	Clean Water Act
СҮ	Cubic Yards
DMOC	Debris Management Operations Center
DMS	Debris Management Site
DPS	Department of Public Safety
DRRA	Disaster Recovery Reform Act of 2018
DSG	Disaster Specific Guidance
DSHS	Texas Department of State Health Services
EF	Enhanced Fujita
EOC	Emergency Operations Center
EPA	Environmental Protection Agency
ER Program	Emergency Relief Program
E-Waste	Electronic Waste
EWP	Emergency Watershed Protection
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FHWA-ER	Federal Highway Administration-Emergency Relief
GIS	Geographic Information Systems
GPS	Global Positioning System
HHA	Hold Harmless Agreement
HHSC	Texas Health and Human Services Commission
HHW	Household Hazardous Waste
HMGP	Hazard Mitigation Grant Program

HUD	Housing and Urban Development
MOU	Memorandum of Understanding
NEPA	National Environmental Policy Act
NESHAP	National Emission Standard for Hazardous Air Pollutant
NHPA	National Historic Preservation Act
NRCS	National Resource Conservation Service
NOAA	National Oceanic and Atmospheric Agency
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PDMG	Program Delivery Manager
PPE	Personal Protective Equipment
PIO	Public Information Officer
Plan	Disaster Debris Management Plan
PW	Project Worksheets
PWERT	Public Works Emergency Response Team
QA/QC	Quality Assurance/Quality Control
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bids
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
Stafford Act	Robert T. Stafford Disaster Relief and Emergency Assistance Act
State	The State of Texas
TCEQ	Texas Commission on Environmental Quality
THC	Texas Historical Commission
TxDOT	Texas Department of Transportation
USACE	United States Army Corps of Engineers

Applicant – State agency, local government or eligible private nonprofit organization that intends on applying for Federal Emergency Management Agency (FEMA) Public Assistance (PA) grants.

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

Construction and Demolition Debris – FEMA Publication 104-009-2 defines construction and demolition (C&D) debris as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures. Current eligibility criteria include:

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

Debris Removal Contractor – The debris removal contractor is contracted by the City of Grand Prairie (City) to remove and dispose of debris that is a result of a severe debris-generating event.

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

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

Force Account Labor – The use of the City's own personnel and equipment. Below force account labor information from Chapter 6, Section II of the PAPPG.

- For Permanent Work, both straight-time and overtime labor costs are eligible for both budgeted and unbudgeted employee hours. For Emergency Work, only overtime labor is eligible for budgeted employee hours. For unbudgeted employees performing Emergency Work, both straight-time and overtime labor are eligible. Overtime is time worked beyond an employee's scheduled working hours as defined by the Applicant's pre-disaster pay policy.
- Under the Alternative Procedures authorized by Section 428 of the Stafford Act, straight-time labor costs are eligible for budgeted employees conducting eligible debris removal (Category A) activities.
- The Applicant may assign an employee to perform work that is not part of the employee's normal job. For example, a police officer may clear debris. FEMA provides PA funding based on the reassigned employee's normal pay rate, not the pay level appropriate to the work, because the Applicant's incurred cost is the employee's normal pay rate.
- Straight-time of a permanent employee funded from an external source (such as a grant from a federal agency or statutorily dedicated funds) is eligible if the employee is reassigned to perform eligible Emergency Work that the external source does not fund. FEMA must confirm that no duplication of funding exists prior to approval.

- The Applicant may need to temporarily replace an employee who is responding to the incident. Overtime costs for the backfill employee are eligible even if the backfill employee is not performing eligible work as long as the employee that he/she is replacing is performing eligible Emergency Work.
- Straight-time of essential employees called back to work from a budget-related furlough due to the declared incident is eligible if the costs are not budgeted.
- Second-level supervisors and above (e.g., commissioners, mayors, department directors, police and fire chiefs) are usually exempt employees. Therefore, overtime costs related to these types of employees are ineligible, unless the Applicant:
 - Demonstrates that the employee was directly involved with a specific project;
 - Normally charges that individual's time to specific projects regardless of Federal funding; and
 - Incurs overtime costs for the employee in accordance with a labor policy that meets the criteria in Chapter 6:II.A. Labor Policies.
- Extraordinary costs (such as call-back pay, night-time and weekend differential pay, and hazardous duty pay) for essential employees who are called back to duty during administrative leave to perform eligible Emergency Work are eligible if costs are paid in accordance with a labor policy that meets the criteria above.

Administrative leave or similar labor costs incurred for employees sent home or told not to report due to emergency conditions are ineligible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1 Purpose of the Plan

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

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

1.2 Debris Management Overview

An important consideration in disaster debris management is the population of the area to be served under the plan and factors relating to demographics that will need to be considered in developing strategies for debris removal strategies and communications. According to the U.S. Census Bureau, in July 2021, the population of the City was 197,347. 43.9% of the population speaks a language other than English at home.¹ The City will need to ensure that public information regarding set-out procedures and the safe handling of debris is accessible in multiple formats. In addition, 10.0% of the population is over the age of 65, and approximately 11.5% of the population lives in poverty.² During disasters, populations with functional and access needs and socioeconomic barriers, which may include persons over the age of 65 and persons in poverty, often have less access to resources and support. The City will consider the needs of these populations in planning and in response to a debris-generating incident.

The City of Grand Prairie encompasses approximately 82 square miles and falls within 3 different counties, Dallas, Tarrant and Ellis, with extra-territorial jurisdiction in Ellis and Johnson Counties. The topography of Grand Prairie is hilly, rolling, and well-drained. The geographic location of the city makes it susceptible to a number of natural hazards that could result in large quantities of debris including tornados, severe storms, and flooding.

¹ U.S. Census Bureau, QuickFacts Grand Prairie, Texas, https://www.census.gov/quickfacts/grandprairiecitytexas ² Ibid

On October 20, 2019, a total of ten tornadoes were identified by Nation Weather Service Teams that impacted area across the DFW Metroplex. The strongest of the ten was an EF3 tornado that traveled 16 miles across northern Dallas County. Another in the same batch of tornadoes was an EF2 that tracked about 2.5 miles through Garland. \$400 million in property damage resulted from those tornadoes.³

On April 3, 2012, an earlier outbreak of tornadoes occurred also resulting in \$400 million in property damaged when 17 tornadoes developed from Dallas County to Hopkins County. One of the tornadoes was rated an EF3, three were rated EF2s, one was rated an EF 1, and the remaining tornadoes were rated as EF0s.⁴

These examples serve as reminders of how vulnerable the City of Grand Prairie is to devastating incidents that have the potential of causing massive destruction and a large amount of debris. Because of these vulnerabilities, it is of extreme importance to establish a working plan to quickly and effectively respond to future debris-generating events.

1.3 Incidents and Assumptions

This Plan provides a coordinated response blueprint for the City; the City's monitoring firm and the City's debris removal contractor. Several City departments have been instrumental the development of the plan and in clarifying roles and responsibilities in the event of a debris generating incident. Planning efforts have included participation in planning meeting, completion of surveys to ascertain responsibilities and to determine city resources that can be brought to bear in debris generating events, and the collection of data needed for development of the plan. City departments with a role in development of the plan include the following:

- City Attorney
- City Manager
- City Secretary
- Code Enforcement
- Communication and Marketing
- Economic Development
- Emergency Management
- Engineering Services Floodplain Management and GIS
- Finance
- Fire
- Human Resources

³ National Oceanic and Atmospheric Administration, Storm Events Database,

https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28C%29+Tornado&beginDate_mm=11&beginDate_dd=01&beginDate_yyyy=2000&endDate_mm=11&endDate_dd=30&endDate_yyyy=2022&county=DALLAS%3A113&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=48%2CTEXAS

⁴ Ibid

- Management Services
- Mayor and City Council
- Parks, Arts, and Recreation
- Planning and Development
- Police
- Public Health and Environmental Quality
- Solid Waste
- Transportation and Mobility Services
- Utility Services

To assist the City in expeditiously recovering from a debris-generating event, the approach of this Plan will be to outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event and demobilization and close-out following completion of debris removal efforts.

With regards to debris removal efforts, this Plan assumes the following:

- The City's greatest threat of a debris-generating event is in the form of a severe weather system, such as a tornado or thunderstorm;
- The response and recovery outlined in this Plan is designed to address two types of debrisgenerating scenarios:
 - **Scenario 1:** Low Probability High Consequence events
 - Scenario 2: High Probability Medium Consequence events
- In the event of a debris-generating event, the City may activate one or more debris removal contractors;
- In the event of a debris-generating event, the City may activate a monitoring firm;
- If warranted, the City through the state will request federal assistance from FEMA; and
- The City will be operating under the current Public Assistance (PA) guidelines for reimbursement as described in the Stafford Act. Changes to the PA Program or published program-specific guidance may result in a revision to the debris management plan or its implementation.

1.3.1 Incident Description

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

Scenario 1: Low Probability – High Consequence

This scenario focuses on catastrophic debris-generating events that may significantly impact the entire Dallas-Fort Worth Metroplex. In this case resources are severely strained throughout the

entire region; and a Presidential Disaster Declaration for Category A is immediate or imminent due to:

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

This event is best described as a severe tornado or high-wind storm (above 111 mph). The period for debris removal and demobilization may last from three-months to one year and beyond.

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

	Fujita Sca	ale	Deriv	ved EF Scale	Operational EF Scale		
F Number	Fastest ¼ Mile (mph)	3 Second Gust (mph)	EF Number	3 Second Gust (mph)	EF Number	3 Second Gust (mph)	
0	40-72	45-78	0	65-85	0	65-85	
1	73-112	79-117	1	86-109	1	86-110	
2	113-157	118-161	2	110-137	2	111-135	
3	158-207	162-209	3	138-167	3	136-165	
4	208-260	210-261	4	168-199	4	166-200	
5	261-318	262-317	5	200-234	5	Over 200	

Table 1-1: The Enhanced Fujita Scale

Scenario 2: High Probability – Medium Consequence Impact

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

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

This event is best described as a moderate tornado or wind storm (65 - 110 mph). The period for cleanup may last from one to two months. Depending on the severity of the event, DMS locations may or may not be operational. In this case, the City may choose to rely on local contractors or force account labor.

1.4 Debris Volume Estimate

The debris volume generated by an event will depend on the type of event. Table 1-2 describes the disaster events that may affect the City. The table also illustrates the probability of the disaster event occurring, the nature of the debris generated, the debris generation potential and the widespread impact throughout the City.

Type of Event	Probability⁵	Nature of Debris	Debris Generation Potential ⁶	Widespread Impact
Tornado	High	Vegetative Construction and Demolition (C&D) Household Hazardous Waste (HHW) Limited White Goods	Medium	Low to High (Based on strength, width, and length of path)
Severe Storm High Winds High		Vegetative	Medium	High
Flood	Medium	Vegetative Construction and Demolition (C&D) HHW	Low to Medium	Low
Man-Made	Low	C&D HHW	Low to Medium	Low

For planning purposes, this Plan will be based on debris volumes generated by the most probable event to produce conditions common to Scenario 1, a severe F2 tornado. However, the guidance that follows in this Plan will apply to all debris-generating events that may affect the City.

1.4.1 Debris Estimate - Scenario 1

For purposes of generating debris estimates for the Debris Management Plan under Scenario 1, the high-volume debris incident is assumed to be a major tornado impacting the region. While the tornadoes of this magnitude are rare, they have the greatest opportunity to generate debris and affect the City and therefore will act as the basis for the high volume debris estimate.

Debris Forecast Formula

The forecasted amount of residential debris in the City is based on the following formula for a totally destroyed household as described in FEMA 329 Debris Estimating Guide⁷:

⁵ Likelihood of a particular event to occur over a period of time. A low probability is described as an event that may occur ever 100-500 years, medium event would be every 50 years and a high probability event may occur ever 10 to 20 years.

⁶ The ability of a particular event to produce debris based upon historical data on each event. High debris generation potential would be an event that generates more than 1,000,000 cubic yards of debris. Medium could generate more than 100,000 - 1,000,000 cubic yards and low could generate approximately 50,000 - 100,000 cubic yards of debris.

⁴ September 2010 version

L' x W' x S x 20% x VCM = ____ cubic yards of debris

- L =length of building in feet
- W = width of the building in feet
- S = height of building expressed in stories
- 20% = Reduction factor due to airspace in a single-family home; and
- VCM = Vegetative Cover Multiplier⁸

An estimate of a one-story, single-family home that is approximately 2,100 square feet (42 feet by 50 feet) is used for this calculation.⁹ The following formula is used to derive the estimated amount of debris for a totally destroyed household.

42' x 50' x 1 x 0.20 x 1.3 = 546 cubic yards of debris

A scenario using an EF3 tornado approximately 8.7 miles long, with a width of 400 yards was used to determine the number of buildings/homes that would be affected. Using that scenario, it was determined that approximately 5,073 parcels would be affected by the tornado. See Figure 1.1.



Figure 1-1: EF3 Tornado Scenario

⁸ Medium vegetative cover multiplier is assumed

⁹ Movoto Real Estate, Texas, Grand Prairie Trends, <u>https://www.movoto.com/grand-prairie-tx/market-trends/</u>

Scenario 1 – Debris Forecast

The resulting debris estimates were derived by taking the number of impacted parcels (with structures) multiplied by the average amount of CYs of debris generated from a totally destroyed household based on the formula in Figure 1-2. Percentages have been calculated to account for totally destroyed, heavily damaged, and partially damaged buildings for each of the three debris forecast models. The debris forecast for each of the models is presented below.

Total Parcels Impacted – 5,073									
Amount of Damage					% of Buildings Impacted	# of Impacted Buildings	Average CY Per Parcel	Total Residential CY	
Partially Damaged (30% Damaged)	50%	2,536	163.8	415,397					
Heavily Damaged (60% Damaged)	30%	1,522	327.6	498,607					
Totally Destroyed (100% Damaged)	20%	1,015	546	554,190					
Total	100%	5073		1,468,194					

Based on the assumptions described above, the estimated debris forecast for a severe tornado, or similar high volume debris incident, is approximately 1,468,194 cubic yards.

1.4.2 Debris Estimate – Scenario 2

A high probability, moderate consequence incident that may impact the City may occur as a highwind incident susceptible to severe weather, including flooding and strong winds. For this reason, the U.S. Army Corps of Engineers (USACE) hurricane debris estimation model was used to determine the type and volume of debris. While the City will not experience a direct hit from a hurricane, a Category 1 hurricane was used because it most closely resembled the type of conditions related to wind speed and precipitation and flooding the City could experience in a severe weather incident.

1.4.2.1 Debris Forecast Formula

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

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

Where:

Q = Cubic yards (CY) of debris

H = Number of households in the community

C = Storm category factor (Category 1)

V = Vegetative characteristic multiplier

B = Commercial multiplier

S = Precipitation characteristic multiplier

1.4.2.2 Storm Category

C is the storm category factor as shown below. It expresses debris quantity in CY per household by hurricane category and includes the house, its contents, and land foliage.

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

Table 1-2. Storm Category Factor

1.4.2.3 Vegetative Cover

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

- Light (1.1 multiplier) includes new home developments where more ground is visible than trees. These areas will have sparse canopy cover.
- Medium (1.3 multiplier) generally has a uniform pattern of open space and tree canopy cover. This is the most common description for vegetative cover.
- Heavy (1.5 multiplier) is found in mature neighborhoods and woodlots where the ground or houses cannot be seen due to the tree canopy cover.

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

1.4.2.4 Commercial Multiplier

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

Commercial Density	Value of "B" Factor
Light	1
Medium	1.2

Table 1-4: Commercial Multiplier Factor

Heavy 1.3

1.4.2.5 Precipitation Multiplier

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

 Table 1-5: Precipitation Multiplier Factor

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

1.4.2.6 Scenario 3 - Debris Forecast

A combination of relevant historical data and debris forecast calculations was used to develop the debris forecast in the high-volume debris incident.

- The goal of the debris forecast analysis for a high-wind scenario is to provide the City with a realistic amount of debris that could be generated by an incident.
- A high-wind and rain incident is a plausible scenario for a high frequency, medium consequence incident.

Total Number of Households	Storm Category Multiplier	Vegetative Cover Multiplier (VCM)	Commercial Property Multiplier	Wet or Dry Storm Multiplier	Debris Estimate (CY)
54,108	2	1.1	1.2	1.2	171,414

Table 1-6: Scenario 3 - Debris Forecast Analysis

The estimated cubic yards for a high-wind incident to impact the City is approximately 171,414 cubic yards of debris.

1.4.3 Debris Estimate – Scenario 3

A flooding incident is the third type of debris-generating incident examined under the plan. The City of Grand Prairie Hazard Mitigation Plan calculates flood debris using Hazus software from FEMA. A 0.2% annual chance flooding incident (500-year flood) would generate approximately 4,887 tons or 9,774 CY of primarily construction and demolition debris.

1.5 Local Resource Needs Assessment

Local resources, also known as force account resources, are City-owned resources, including equipment and labor, that the City can use to respond to a debris-generating incident. For relatively minor incidents, the City can rely on its own resources to respond. For larger-scale incidents and disasters, the demand for resources may quickly overwhelm the resources that the City might have available. In that case, the City may look to mutual aid resources or may rely upon contracted

services to provide the needed staffing, equipment, and expertise to help manage the debris. In the event of a large-scale disaster, the City must assess the local labor and determine the resources that might be needed to respond.

The matrix below provides resource requirements for tornado and severe storm debris events based on the debris estimation models.

Assumptions regarding resource requirements for earthquake and severe weather event include the following:

- Average debris collection truck capacity is 35 CY.
- Average number of trips per day for each collection truck is six.
- One monitor in place for each loading unit. Note that a Disposal Monitor will also be needed at the disposal site and DMS if activated.
- Contractor will use tandem self-loading vehicles—two containers for each loading device.
- Volume of debris that can be staged per acre is based on a 10-foot stack height: 16,117 CY/acre.
- Minimum area for a DMS is 5 acres.
- The number of operational days will vary depending on the scope of the operation.
- Number of trucks will fluctuate throughout the operation. Table 1-12 lists the debris resource requirements over the entire operation.

Incident	Total Debris (CY)	Operational Days	DMS Acres Needed	Tandem Trucks Needed	Collection Monitors Needed
EF3 Tornado	1,468,194	180	91	38	19
Severe Storm/Wind	171,414	60	10.6	14	7
Flooding (500 year)	9,774	7	5	7	4

 Table 1-7: Debris Resource Requirements

1.6 Authority

This City of Grand Prairie Disaster Debris Management Plan (Plan) is developed, promulgated, and maintained under the following county, state and federal statutes and regulations:

City

- City of Grand Prairie Code of Ordinances
 - Charter, Article III, Section 23(c): Health
 - o Chapter 13, Article VI, Abatement of Hazardous Conditions
 - o Chapter 29, Code Compliance
- City of Grand Prairie Emergency Management Plan
- The City of Grand Prairie is a signatory of the statewide mutual aid agreement.

■ Code of Federal Regulations Title 44, Part 200 et seq.

State

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

Federal

- Sandy Recovery Improvement Act (SRIA) included as Division B of the Disaster Relief Appropriations Act, PL 113-2, signed into law January 29, 2013
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, signed into law November 23, 1988; amended the Disaster Relief Act of 1974, PL 93-288
- U.S. Code, Title 23 Highways, Part 125 Emergency Relief Section 1107 Public Law 112-141 Moving Ahead for Progress in the 21st Century Act (MAP-21), July 2012
- Title 2 Code of Federal Regulations, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)
- US Code, Title 42, Chapter 103, Comprehensive Environmental Response, Compensation, and Liability (CERCLA) and Title III of Superfund Amendments and Reauthorization Act of 1986 (SARA)
- Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq
- Resource Conservation and Recovery Act, 42 U.S.C. §69012 et seq
- Federal Clean Water Act, 33 U.S.C. §1251 et seq
- Toxic Substances Control Act, 15 U.S.C. §1601 et seq
- Occupational Safety and Health Act, 29 U.S.C. §651 et seq
- Hazardous Materials Transportation Act, 49 U.S.C. §1802 et seq
- National Historic Preservation Act, Section 106

1.7 References

City

- City of Grand Prairie Emergency Management Plan
- City of Grand Prairie Hazard Mitigation Action Plan

State

- State of Texas Emergency Management Plan, Catastrophic Debris Management Annex, December 2019
- Managing Debris from Declared Disasters, TCEQ 2017
- State of Texas Emergency Management Plan, Annex K: Public Works and Engineering

Federal

- FEMA Comprehensive Planning Guide 102 Version 2
- FEMA Publication FP 104-009-2 Public Assistance Program and Policy Guide, 2020
- FEMA 329 Debris Estimating Field Guide, September 2010
- FEMA Public Assistance Alternative Procedures Pilot Program Guide for Debris Removal, Version 6.1, June 28, 2018
- FEMA Public Assistance Alternative Procedures EMMIE Cost Codes for Debris Removal
- National Response Framework, Department of Homeland Security, Third Edition, June 2016
- Pre-Disaster Recovery Planning Guide for Local Governments, FEMA, February 2017
- National Disaster Recovery Framework, Second Edition, Department of Homeland Security, June 2016

2.1 Administration and Logistics

All City departments and agencies will maintain records of personnel, equipment, and material resources used to comply with this Plan. Such documentation will then be used to support reimbursement from any state or federal assistance that may be requested or required.

All City departments and agencies supporting debris operations will ensure 12-hour staffing capability during implementation of this Plan, if the emergency or disaster requires, or as directed by the Debris Manager.

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

The review will consider such items as:

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

2.2 Lead Departments/Divisions

In order to prevent the duplication of effort following a disaster event, the roles and responsibilities of City departments, as they relate to debris removal and management, must be clearly defined prior to a disaster event. The purpose of this section is to outline the roles and responsibilities various City departments will undertake prior to, during, and following a debris removal operation. The organization structure for debris-generating events, which is based on the Incident Command System (ICS), is described in Figure 2-1. The purpose of the organizational chart is to further clarify roles and facilitate communication following a disaster event.





2.3 Lead Offices and Departments

The City Manager, supported by the Solid Waste Director and the Transportation and Mobility Services Director, will have primary responsibility for leading and overseeing debris removal and management operations. The unique roles associated with managing the debris cleanup process is summarized below.

2.3.1 City Manager

The City Manager is responsible for the day-to-day management of the City of Grand Prairie. The City Manager provides the mayor, elected officials and the public with information regarding the progress of the debris removal effort and carries out the City Council's policies.

2.3.2 Solid Waste Department and the Transportation and Mobility Services Department

Following a disaster, the Solid Waste Department and the Transportation and Mobility Services Departments will be the lead departments responsible for coordinating with external agencies such as the state and federal government. The directors of both the Solid Waste Department and Transportation and Mobility Services are responsible for providing the Mayor, the City Manager, and elected officials with information regarding the progress of the debris removal effort. The managers of the Solid Waste Department and Transportation and Mobility Services will work collaboratively to coordinate logistical operations prior to and following a disaster event. The Solid Waste Department and Transportation and Mobility Services, together, will serve as the Debris Managers for the duration of the event.

The joint and individual responsibilities of the Solid Waste Department and Transportation and Mobility Services are further defined below:

2.3.2.1 Solid Waste Department

- Obtaining Debris Management Site (DMS) approval.
- Assisting the Finance Department in tracking costs and hours related to their operations.
- Coordinating with designated City departments prior to and after an event.
- Activating monitoring firm contractors.
- Activating debris removal services
- Overseeing all debris monitoring contractors throughout the duration of the cleanup
- Maintaining responsibility of contractor work and payments
 - The Solid Waste Division shall maintain responsibility for contracts associated with the reduction, monitoring and disposal of debris, and also with modification of the Republic Waste Services contract
- Scheduling all training activities and meetings regarding the issue of debris management

■ The Solid Waste Division will train staff regarding debris sites, equipment, materials handling, monitoring and records handling

2.3.2.2 Transportation and Mobility Services Department

- Assisting the Finance Department in tracking costs and hours related to their operations.
- Coordinating with designated City departments prior to and after an event.
- Maintaining the road list for debris removal operations.
- Activating non-Republic debris removal contractors.
- Assisting in emergency roadway clearing activities following an event.
- Assisting in debris damage assessments within the rights of way of the City following a disaster event
- Overseeing all private hauling contractors throughout the duration of the cleanup process
- Maintaining responsibility of contractor work and payments
 - The Streets Division will maintain responsibility of contractor work and payment for outside hauling contracts except for the contract with Republic Waste Services, the City's established hauling franchisee
- Scheduling all training activities and meetings regarding the issue of debris management
 - The Streets Division will train staff regarding debris hauling

2.4 Interdepartmental Coordination

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

2.4.1 Mayor and City Council

The Mayor and the City Council are generally responsible for all legislative and governing activities of the City and are the community's decision makers. The approval or signature of the Mayor or the City Council will be required for various documents throughout the debris removal operation. The City Council also supervises the City Manager.

2.4.2 City Attorney

The City Attorney is responsible for ensuring the legality of all debris removal activities and provides legal advice and representation to the City Council, City Manager, staff and official boards and commissions of the City of Grand Prairie. Specifically, the City Attorney should review all contracts, Right-of-Entry (ROE)/Hold Harmless/Subrogation of Insurance, and any contracts for the use of private land for DMS locations. In addition, the City Attorney will interact

with State Legislature ensuring that the City will receive support during significant incidents that overwhelm City resources.

2.4.3 City Secretary

The City Secretary's Office is the custodian of City records, including Council minutes, resolutions, ordinances, contracts, and other documents vital to the history of the City.

2.4.4 Communications and Marketing

The Communications and Marketing Department facilitates manages one- and two-way communication between the City and its public. In response to a disaster the Communications and Marketing Department can provide important information to the public regarding preparations to take in advance of the emergency if the incident can be forecasted, and vital instructions to assist the public in recovering from the disaster including debris set out procedures and the status of City operations.

2.4.5 Economic Development

The Economic Development department develops, advises, manages, and invests to strengthen the commercial business community. After a disaster they can assist the commercial business community by providing information to assist them in recovery.

2.4.6 Emergency Management

The Emergency Management Coordinator is responsible for all phases of emergency management to include preparedness, mitigation, response, and recovery. The Emergency Management Coordinator is responsible for maintaining the Emergency Management Plan and its Annexes. In addition, Emergency Management will coordinate with various state and federal agencies (i.e., FEMA, the Texas Division of Emergency Management, and the Texas Department of Transportation).

Mitigation

The Emergency Management Coordinator in conjunction with city departments will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P of the Emergency Management Plan.

Preparedness

The Emergency Management Coordinator in conjunction with city departments will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are:

- Providing emergency equipment and facilities.
- Emergency planning, including maintaining this plan, its annexes, and appropriate SOPs.
- Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- Conducting periodic drills and exercises to test our plans and training.

Response

The Emergency Management Coordinator and city departments will respond to emergency situations effectively and efficiently. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

Recovery

If a disaster occurs, the Emergency Management Coordinator in conjunction with city departments will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J of the Emergency Management Plan.

2.4.7 Engineering Services

The Engineering Services Department oversees permitting, floodplain management, community development projects, capital improvement projects for the City, drainage projects, manages real estate functions, and inspects public construction in City rights-of-way and easements. In response to a disaster the Engineering Services Department can provide

2.4.8 Finance

The Finance Department is responsible for all financial systems, accounting, purchasing, revenue management, equipment services and fiscal reporting. Throughout the debris removal operation, it will be the responsibility of the Finance Department to coordinate with FEMA and the Solid Waste Department and the Transportation and Mobility Department regarding Project Worksheet (PW) development.

2.4.9 Fire

The Grand Prairie Fire Department has several areas of responsibility, including fire suppression, emergency medical services, public fire safety and public education. In case of emergency at a DMS, dial 9-1-1 immediately.

2.4.10 Human Resources

The Human Resources Department is responsible for hiring, employee benefits, and volunteer opportunities in the City. In a disaster, Human Resources will be responsible for coordinating workers compensation claims in the event of employee injuries, making employees aware of available benefits after a disaster such as the Employee Assistance Program, and coordinating volunteer opportunities.

2.4.11 Management Services Department

The Management Services Department is responsible for coordinating with the monitoring firm with regards to contractor invoice reconciliation.

2.4.12 Parks, Arts, and Recreation

The Parks and Recreation Department is responsible for all City parks and facilities. Following a disaster event, the Parks and Recreation Department may be tasked with assisting in emergency roadway clearing activities and/or debris removal from City properties. City parks may also need to be utilized as storage space for debris clearance equipment. In addition, depending on the availability of DMS locations following a disaster event, the City may need to utilize parks as DMS.

2.4.13 Planning and Development

The Code Enforcement Division of the Planning Department is responsible handling city code violations. In a debris generating incident they will be responsible for addressing abandoned or blighted property debris removal.

2.4.14 Police Department

The Grand Prairie Police Department is responsible for preserving peace and order, preventing and detecting crime, apprehending offenders, and enforcing the law within City limits. Throughout the debris removal operation, the Police Department may provide crowd control, traffic control, or support security operations at the DMS.

2.4.15 Public Health and Environmental Quality

The Public Health and Environmental Quality Department provides proactive programs dedicated to protecting the environment, promoting disease prevention, and increasing personal health and safety of the citizens of Grand Prairie. To ensure that these actions can take place during

significant emergencies and debris-generating events, the Public Health and Environmental Quality Department focuses on making certain that drinking water is potable, hazardous waste is not a threat to citizens, infectious disease monitoring is enhanced, and vector control is maintained. The director of the Public Health and Environmental Quality Department, in conjunction with the director of the Transportation and Mobility, and the Solid Waste Department, is responsible for providing the Mayor, the City Manager, and elected officials with information regarding the progress of the debris removal effort.

2.4.16 Utilities

The Utilities Department is responsible for maintaining and billing for water and wastewater services in the city. In response to a debris generating disaster, the Utilities Department will assess damage to city utilities equipment, monitor the recovery of privately owned utilities in the city, and may be called upon to use their equipment to help clear streets of debris.

Department/Division	Primary Roles/Responsibilities
Lead Departments	
City Manager	 Provide the Mayor, elected officials and the public with information regarding the progress of the debris removal effort. Carry out the City Council's policies.
Solid Waste and Recycling	 Obtain Debris Management Site (DMS) approval. Assist the Finance Department collection of hours and expenses information for reimbursement. Coordinate with designated City departments prior to and after an event. Activate the monitoring firm. Activate Republic debris removal services. Oversee all debris monitoring contractors throughout the duration of the cleanup. Maintain responsibility of contractor work and payments. Maintain responsibility for contracts associated with the reduction, monitoring and disposal of debris, and also with modification of the Republic Waste Services contract. Schedule all training activities and meetings regarding the issue of debris management. Train staff regarding debris sites, equipment, materials handling, monitoring and records handling.
Transportation and Mobility Services	 Assist the Finance Department collection of hours and expenses information for reimbursement. Support debris removal activities in the EOC during an event (Director). Coordinate with designated City departments prior to and after an event. Deploy interlocal agreements for debris removal. Maintain the road list. Activate debris hauler contractor (non-Republic). Assist in emergency roadway clearing activities following an event.

Table 2-1City Departments' Roles and Responsibilities

Section 2

Primary Roles/Responsibilities
 Assist in debris damage assessments within the rights of way of the City following a disaster event.
 Oversee all private hauling contractors throughout the duration of the cleanup process.
 Maintain responsibility of contractor work and payments.
 Maintain responsibility of contractor work and payment for outside hauling contracts except for the contract with Republic Waste Services, the City's established hauling franchisee.
 Schedule all training activities and meetings regarding the issue of debris removal. The Streets Division will train staff regarding debris hauling.
 Responsible for all legislative and governing activities of the City and are the community's decision makers.
 Responsible for the approval of contracts when necessary.
 City Council supervises the City Manager.
 Responsible for ensuring the legality of all debris removal activities.
 Interact with State Legislature to ensure the City will receive support during significant incidents.
 Maintain documents vital to the history of the City, including Council minutes, resolutions, ordinances, and contracts.
 Develop public information messages related to debris operations. Update the City website with current information regarding debris management operations. Update and monitor social media (Facebook, Twitter, and Next Door) posts regarding debris operations. Address inquiries from the news media. Conduct news briefings as needed. Address rumors and misinformation.
 Communicate with the commercial business community regarding management of debris and resources for disaster recovery.
 Monitor potential threats that could affect the city. Establish emergency shelters during disasters. Manage the Emergency Operations Center during incidents. Coordinate the provision of services for individuals affected by a disaster: Identify emergency feeding sites Identify sources of clothing for disaster victims Secure emergency food supplies Coordinate operation of shelter facilities Coordinate the provision of disaster mental health services for victims and responders. Provide the Mayor, the City Manager, and elected officials with information regarding the progress of the debris removal effort. Coordinate disaster recovery activities. Emergency Management Director will serve as EOC Manager during disasters.

Section 2

Department/Division	Primary Roles/Responsibilities			
	 Communicating and meeting with various state and federal agencies (i.e., FEMA, the Texas Division of Emergency Management, and the Texas Department of Transportation). 			
Engineering Services – Floodplain Management	 Provide floodplain data for consideration of debris management sites. Provide floodplain data to aid in the development and update of hazard mitigation plans for the city. 			
Engineering Services – GIS	 Provide geographic information system (GIS) mapping services to support debris management operations including: Jurisdictional boundaries Locations of hazards Location of city assets Status of debris operations Other information as needed 			
Finance	 Responsible for all financial systems, accounting, purchasing, revenue management, equipment services and fiscal reporting Primary contact for FEMA regarding Project Worksheet development 			
Fire	 Provide initial information regarding hazards and areas affected by the disaster. Provide fire suppression at DMS locations. Provide public information messages regarding the disaster response. 			
Human Resources	 Coordinate workers compensation claims. Make employees aware of available benefits after a disaster such as the Employee Assistance Program Coordinate volunteer opportunities. 			
Management Services	Coordinate with the monitoring firm with regards to contractor invoice reconciliation			
Parks, Arts and Recreation	 Depending on the severity of event, the Parks and Recreation Department may assist in emergency roadway clearing following a disaster event Oversee debris removal from City parks 			
Planning and Development	 Conduct post-disaster safety inspections on homes and commercial structures during the recovery process. Coordinate with the Building Officials Association of Texas (BOAT) as needed for support in conducting structural and safety assessments. Reassess homes and commercial structures to ensure repairs are made according to established standards. 			
Police	 Assist in security at the DMS. Provide crowd control and traffic control. Enforce any curfews that may be enacted because of a disaster. Address abandoned or blighted property debris removal (Code Compliance) Respond to reports of dead or loose animals (Animal Control) 			
Public Health and Environmental Quality	 Oversee the safety of debris management operations. Monitor water and soil impacts from the disaster and debris operations. Provide direction and monitor hazardous materials handling and disposal. Monitor DMS operations from an environmental health perspective. Liaise with the Dallas County Health Department and the Texas Commission on Environmental Quality in debris operations. 			

Department/Division	Primary Roles/Responsibilities
Utilities	 Assess damage to, repair, and restore public utilities. Coordinate with Transportation and Mobility Services and the debris contractor to clear streets. Monitor recovery activities of privately owned utilities.

2.5 County Agencies and Regional Resources

2.5.1 Dallas County Health and Human Services

The role of the public health departments is to monitor the health status of the communities they serve, monitor and coordinate environmental health activities, determine if debris poses a public health threat, and issue guidance to the public regarding public health threats and provide assistance to affected cities as needed.

2.5.2 Dallas County Department of Homeland Security and Emergency Management/Tarrant County Office of Emergency Management

The county offices of emergency management will establish and maintain the Emergency Operations Center to serve affected jurisdictions, coordinate the utilization of County resources to meet local resource requests and forward resource requests that the County is unable to fill to the regional Disaster District Committee (DDC).

2.5.3 Dallas/Tarrant/Johnson County Office of the Medical Examiner/Ellis County Justice of the Peace

The role of the medical examiner's offices and the Ellis County Justice of the Peace will be to determine the cause and manner of death for those deaths within the jurisdiction of the office; generally, sudden, and unexpected deaths.

2.5.4 Public Works Emergency Response Team (PWERT)

The PWERT provides public works resources and staff through public works-related agencies in North Texas that have signed a mutual aid agreement to facilitate a process whereby any public works agency may request aid and assistance in the form of personnel, equipment, materials, and/ or other associated services from other public works-related agencies.

County Agency or Regional Resource	Primary Roles/Responsibilities
County public health departments	 Monitor the health status of the communities they serve. Monitor and coordinate environmental health activities. Determine if debris poses a public health threat. Issue guidance to the public regarding public health threats and provide assistance to affected cities as needed.
County emergency management agencies	 Establish and maintain the Emergency Operations Center to serve affected jurisdictions. Coordinate the utilization of County resources to meet local resource requests. Forward resource requests that the County is unable to fill to the regional Disaster District Committee (DDC).
County medical examiner's office and the Ellis County Justice of the Peace	 Determine the cause and manner of death for those deaths within the jurisdiction of the office; generally, sudden, and unexpected deaths.
Public Works Emergency Response Team (PWERT)	 Provide public works resources and staff through public works- related agencies in North Texas.

 Table 2-2

 County Department Roles and Responsibilities

2.6 State Agencies

2.6.1 Texas Department of Transportation (TxDOT)

TxDOT is responsible for emergency road clearing activities immediately after a natural disaster and the "first pass" of debris removal on all state and federal roads within the city.

2.6.2 Texas Commission on Environmental Quality (TCEQ)

TCEQ representatives will be involved in all phases of DMS selection, closure and environmental input. TCEQ approval is required for all DMS locations. The City may notify TCEQ regarding potential DMS locations in order to obtain pre-approval for the use of these sites in the event of a tornado or other debris-generating event.

2.6.3 Texas Division of Emergency Management (TDEM)

TDEM is responsible for the administration of a program of comprehensive emergency management. The program is designed to reduce the vulnerability of citizens and communities of the State of Texas to damage, injury and loss of life and property by providing a system for the mitigation of, preparation for, response to, and recovery from natural or man-made disasters, riots and/or hostile military or paramilitary actions. If the Disaster District Committee (DDC) is unable to meet requests for State assistance, the Chair will request State assistance from the State Emergency Management Council through the TDEM. That assistance may then come from State assets, i.e., the National Guard or other State agencies or from neighboring Disaster Districts.
2.6.4 Texas General Land Office (GLO)

The GLO will provide assistance in the removal of derelict vessels and coordinate debris removal from publicly owned beaches and State-owned submerged lands. The GLO also manages recovery grants through the U.S. Department of Housing and Urban Development (HUD).

2.6.5 Texas Historical Commission (THC)

The THC coordinates post-event disaster management site application to ensure compliance with Section 106 of the National Historic Preservation Act as administered through Title 36 of the Code of Federal Regulations and compliance with the Antiquities Code of Texas and its implementing regulations.

State Agency	Primary Roles/Responsibilities
Texas Animal Health Commission (TAHC)	 Provide assistance regarding the disposition of dead animals.
Texas General Land Office (GLO)	 Provide assistance in the removal of derelict vessels. Coordinate debris removal from publicly owned beaches and State-owned submerged lands.
Texas Department of State Health Services (DSHS)	 Oversee health and safety issues pertaining to debris removal and disposal operations.
Texas Department of Transportation (TxDOT)	 Maintains road clearance responsibility for all state and federal roads
Texas Commission on Environmental Quality (TCEQ)	 Approves the use of land as DMS Assists in closure of DMS and verifies remediation of land to original state
Texas Division of Emergency Management (TDEM)	 Manages the state's comprehensive emergency management program
Texas Historical Commission (THC)	 Coordinates post-event disaster management site application to ensure compliance with Section 106 of the National Historic Preservation Act

Table 2-3State Agency Roles and Responsibilities

2.7 Federal Agencies

2.7.1 Federal Emergency Management Agency

Representatives from FEMA will be on-site during the response and recovery phases of the debris management cycle. FEMA staff will provide guidance to the City with regards to debris eligibility and the FEMA reimbursement process. FEMA's primary role will be in the development of PWs

for the City's debris cleanup operations. In addition, FEMA staff will be on-site to oversee any ROE private property cleanup, should this be declared in the City.

2.7.2 Federal Highway Administration

The Federal Highway Administration (FHWA) is responsible for the funding of debris clearance and removal on federal aid highways through the Emergency Relief (ER) Program for an event not declared a major disaster or emergency by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or an event declared a major disaster or emergency by the President under that Act if the debris removal is not eligible under section 403, 407, or 502.

2.7.3 Natural Resources Conservation Service

The Natural Resources Conservation Service (NRCS) provides assistance through the Emergency Watershed Protection (EWP) Program in debris cleanup for runoff retardation or soil erosion prevention that causes impairment in watershed and is an imminent threat to life or property.

2.7.4 Office of Inspector General (OIG)

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

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

The USACE assists local jurisdictions in debris removal operations following catastrophic incidents as well as provide assistance in assessing and restoring critical infrastructure.

ederal Agency	Primary Roles/Responsibilities
Federal Emergency Management Agency	 Provides funding to eligible applicants in debris removal efforts from public and private property following a presidential disaster declaration.
Federal Highway Administration	 Responsible for the funding of debris clearance and removal on federal aid highways in a non-declared disaster or in an event not covered under sections 403, 407, or 502 of Robert T. Stafford Disaster Relief and Emergency Assistance Act.
Natural Resource Conservation Service	 Provides funding for debris cleanup for runoff retardation or soil erosion prevention that causes an impairment in watershed and is an imminent threat to life or property. Reserve first Right-of-Refusal for funding debris removal from inland or navigable waterways.
Office of Inspector General (OIG)	 Conducts audits to ensure that disaster relief funds are spent appropriately.
US Army Corps of Engineers (USACE)	 Support local emergency response (including debris removal) following catastrophic incidents. Assess and restore critical infrastructure.

Table 2-4Federal Agencies Roles and Responsibilities

2.8 Contractors

Following a disaster event, federal, local and other external agencies will have some level of involvement in the City's debris removal and management efforts. Table 2-2 summarizes the roles and responsibilities of outside agencies during the debris removal process. Representatives from these groups should be contacted annually so that the City is aware of any changes as they relate to debris removal. In addition, in the event of a disaster, some or all of the agencies listed below may require weekly or bi-weekly meetings in order to update the agencies on the debris cleanup progress.

2.8.1 Republic Waste Services, Inc.

The City's contracted franchise waste hauler, Republic Waste Services, Inc., shall be contacted prior to a debris-generating event in order to establish equipment needs or shortfalls. The City's contracted franchise waste hauler shall have the first right of refusal for final disposal hauling of reduced debris materials. A copy of the contract between the City and Republic Waste Services, Inc. is provided in Appendix N of the City's DDMP.

2.8.2 Debris Haulers

Contract debris hauler services might be used in response to a debris generating incident based upon the severity of the disaster and the extent of debris. The city currently maintains standby

contracts with debris hauler contract firms in the event these services are needed to respond to and incident. The responsibilities of the debris hauler contract firms include the following:

- Clear and remove debris from jurisdiction roadways and waterways to make them passable immediately following a declared disaster.
- Conduct debris removal from the ROW.
- Decommission, demolish, and dispose of eligible non-regulated asbestos-containing material (non-RACM) structures on private property.
- Manage and operate DMS locations.
- Conduct debris reduction.
- Haul-out reduced materials to recycling/end-use facilities.
- Remove hazardous leaning trees and hanging limbs.
- Removal of hazardous stumps.
- Remove white goods debris from the ROW.
- Coordinate the removal of household hazardous waste (HHW) from the ROW.
- Coordinate derelict vehicle removal and abandoned vehicle removal.
- Remove animal carcasses from areas designated by the City.
- Communicate status of operations and supply chains as well as challenges and timelines to local officials.

2.8.3 Debris Monitors

FEMA dictates if contract debris hauler firms are used they must be monitored. Not monitoring contract debris hauler firms may jeopardize public assistance funding to the city for those expenses. Using a contract debris monitoring firm is an eligible expense under the public assistance program and is reimbursable under the program. The role of the contract debris monitoring firm includes the following:

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

Section 3 DEBRIS COLLECTION AND REMOVAL PLAN

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

Figure 3-1 Disaster Recovery Timeline



3.1 Normal Operations

Normal Operations is the period of time when the City is not in any serious threat of a disaster event. Tornadoes and severe thunderstorms can occur at any time but are most likely to take place throughout the spring and summer months in the southern portions of the United States. However, the City's geographic location is in an area of the country commonly known as "Tornado Alley," due to the high number of storms that occur in this region year-round. Therefore, Grand Prairie may experience tornadoes or other debris-generating events throughout the year, so it is imperative to maintain a constant state of preparedness throughout Normal Operations by reviewing and updating the plan annually.

The Normal Operations phase is the ideal time for the City to establish and/or review prepositioned contracts with its monitoring firm and debris removal contractor(s), identify and secure pre-approval from TCEQ for locations to serve as DMS locations and review current local ordinances and their historical impact on debris removal operations. The Normal Operations period is also the ideal time for the Solid Waste and Recycling Division and lead City departments in debris recovery efforts, to re-evaluate the roles and responsibilities of each City department and other involved outside agencies. The purpose of this evaluation is to ensure that all impacted departments, municipalities and external agencies maintain the capacity to fulfill their obligations in a timely and effective manner should a disaster strike the City. Once roles and responsibilities have been re-evaluated, a review and update of the Plan should be conducted annually, prior to tornado season. Also, prior to tornado season, a pre-season kick-off meeting should be held with the City and their pre-positioned monitoring firm and debris removal contractors. The Normal Operations Checklist is also provided in Appendix R.

Normal Operations Checklist

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

Update Contact Lists

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

Evaluate DMS locations

Locations identified to serve as DMS following a debris-generating event should be re-evaluated annually to ensure they still remain viable candidates for DMS operations. Likewise, additional DMS locations may be identified as the development and landscape of the City progresses over time. The City can obtain pre-approval for DMS through the TCEQ.

Review Road List and Road Maps

Changes or updates relating to road segments and applicable maintenance responsibility amongst local, state and federal agencies are critical for reimbursement through the PA Grant Program and the FHWA Emergency Relief Program. It is critical that the City reviews and updates road lists and maps annually. Updated and accurate road lists and maps will assist in documenting debris removal operations and thereby assist the City during the reimbursement process.

Establish and Maintain Pre-Positioned Contracts

During times of normalcy, the City should establish and maintain pre-positioned contracts for debris monitoring and debris removal services. The procurement of such services should be compliant with City procurement practices (see Appendix L for the City's Procurement Procedures) and the procurement competition requirements specified in the Code of Federal Regulations – Title 44 Emergency Management and Assistance (44 CFR) Part 13.36. For additional guidelines regarding procurement see Appendix K. See Appendix A for a list of debris removal contractors and monitoring firms that may be pre-positioned by the City. Appendix P will include additional details regarding the evaluation and selection of the debris removal contractors once they are selected.

Review Federal Emergency Management Agency Guidance

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

3.2 Pre-Event Preparation

The City should begin pre-event preparations when a debris-generating event is moving toward Grand Prairie. However, because of the relatively short notice that most events have that could affect the City, the opportunity to make pre-event preparations is limited. If it is feasible to employ pre-event preparations, key City personnel and representatives of involved outside agencies (see Table 3-1), as well as their staffs, should be put on alert and maintain awareness that they may be required to work extended hours in adverse conditions. All relevant parties will be briefed of their specific duties as outlined in Table 2-1.

The availability of pre-selected/pre-approved DMS locations will be evaluated by the Solid Waste Department. A list of potential DMS locations can be found in Appendix B, Debris Management Site Report. Alternate locations will be considered by prioritizing potential alternate sites if one or more pre-approved sites are not available. City representatives should place the pre-positioned monitoring firm and debris removal contractors on stand-by.

Pre-Event Checklist

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

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

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

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

Copies of the portable storage device should be stored at the Solid Waste Department building and in a safe location outside the projected path of the debris-generating event.

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

Prior to a debris-generating event, City personnel should be put on alert. Additionally, the Solid Waste Department should contact key City personnel via verbal and electronic communication informing them of information needed to begin the response and recovery process.

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

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

Review Plan with Key Personnel

Once an initial meeting is scheduled with all of the City's key contacts, the co-managers of debris operations, the monitoring firm and debris removal contractors should review the Disaster Debris Management Plan. During the initial meeting, the Health and Safety Strategy located in Appendix J of this plan should also be reviewed by the City and modified/appended as necessary.

Public Information Pre-Event

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

3.3 Post-Event Response

Emergency road clearance encompasses the activities that are taken to clear roads of scattered debris, leaning trees and other obstructions in roadways for emergency response vehicles. This operation is reimbursable by FEMA on a time and materials basis. It is critical that all types of equipment and the amount of time the equipment is used are documented with detail and accuracy. (Please note that the reimbursement criteria and duration for time and materials work is subject to change following a disaster.)

During this phase, the Transportation and Mobility Services Department, depending on the severity of the event, should initiate emergency roadway clearing operations. If necessary, the City may request additional resources for emergency road clearance operations from its debris removal contractor. Road clearance priorities are pre-established to allow access to critical public facilities such as: fire stations, police stations, hospitals, shelters, emergency supply centers and other critical facilities. Concurrent to emergency push operations, the City's debris removal contractor should perform necessary preparation work to open DMS locations.

Emergency Road Clearance Priorities

The following roads will require priority for emergency road clearance operations. This list was compiled based on many considerations including size, proximity to adjacent citizen populations, police and fire department locations and ingress/egress capabilities for the community. The City's largest thoroughfares are Interstate 20, Interstate 30, Pioneer Parkway (Spur 303), Patriot Parkway (Spur 408), US-67 and South Beltline Road (FM 1382). Though these thoroughfares are a priority for the City of Grand Prairie, the Texas Department of Transportation is the agency responsible for clearing and maintaining them.

Emergency clearance priorities that fall under the responsibility of the City include:

- 19th Street
- Bardin Road (connects East Polo Road to Highway 360)
- Bowles Street
- Camp Wisdom
- Carrier Parkway
- Conover Road
- Duncan Perry
- England Parkway (connects Lake Ridge to Highway 360)
- Hill Street (connects Beltline to Highway 161)
- Jefferson Street
- Lake Ridge Parkway
- Main Street
- Marshall Drive

Section 3

- Mayfield Road
- Mountain Creek Parkway
- Northwest 2nd Street (Stadium Drive)
- Polo Road
- Roy Orr Boulevard
- South Great Southwest Parkway
- South Macarthur Boulevard
- South Robinson Road
- Southeast 14th Street (connects main street to South Beltline)
- Southwest 3rd Street (connects Main Street to Pioneer Parkway-Spur 303)
- Southwest Parkway
- Tarrant Road (fire department located at Tarrant Road and Duncan Perry; connects Beltline to Arlington city limits)
- Warrior Trail

Post-Event Response Checklist

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

- Conduct damage assessments
- Activate monitoring firm and debris removal contractors
- Begin emergency roadway debris clearance
- Begin truck certification
- Prepare DMS based on concentration of debris
- Conduct meetings/briefings with key personnel
- Review debris volume and collection cost assessment
- Request contact information and meeting with TDEM and FEMA Public Assistance Program Delivery Manager (PA PDMG).
- Issue public information message.

Conduct Damage Assessment

Damage assessments are necessary to determine the extent and the location of the debris. Windshield surveys of the City should be taken and used to communicate critically damaged areas to the Public Works Department and to the EOC. If possible, additional surveys should be conducted by helicopter in order to obtain an aerial view of damaged areas within the City. Often

times, helicopter or drone surveys are available through debris removal contractors independently surveying the City to determine asset levels and configuration.

Activate Monitoring Firm and Debris Removal Contractors

The Solid Waste Department will utilize the damage assessments to determine whether to activate the monitoring firm and debris removal contractors. The Solid Waste Department should immediately meet with the City Manager to make this determination. Once the monitoring firm and debris removal contractors are activated, each contractor should review an updated street list, debris collection zone maps (Appendix H) and the Health and Safety Strategy (Appendix J). The monitoring firm and debris removal contractors should begin logistical coordination and equipment ramp-up immediately upon receiving a Notice to Proceed.

Monitoring Function

Upon activation, the monitoring firm deploys staff to support truck certification, collection and disposal monitoring functions. The monitoring firm will orient employees with operational procedures and refresh staff with the field training program on current debris removal eligibility, FEMA requirements, City debris removal contract requirements and safety procedures. Collection monitors must carefully document debris collection information to demonstrate eligibility and ensure proper debris removal contractor payments and FEMA reimbursement. The documentation is typically collected using a Automated Debris Management System (ADMS) and should include:

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

Debris Removal Contractor Function

Upon activation, the debris removal contractor mobilizes staff and equipment to the event location. Equipment will be certified as required by the monitoring firm. With regards to DMS locations, site preparation, including logistical setup and tower construction, will begin. The contractor will orient subcontractors with operational procedures and refresh staff with current debris removal eligibility, FEMA requirements, city debris removal contract requirements and safety procedures.

Begin Emergency Roadway Debris Clearance

The City should commence with road clearance or "cut and toss" activities. These operations should first focus on major arteries leading to storm shelters, hospitals, fire stations, police stations, supply points and other critical locations throughout the City.

Begin Truck Certification

Truck certification is the most important function in initiating a debris removal operation. Accuracy and documentation of all measurements is critical. All debris removal trucks hauling debris under a volumetric contract with the City must have their capacity and dimensions measured, sketched, photographed and documented on a truck certification form (See Appendix C, Field Documents) or the information can also be collected via a ADMS. Each debris removal truck will be assigned a unique number for debris tracking and invoice reconciliation purposes. Truck certifications should contain:

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

Prepare Debris Management Sites Based on Concentration of Debris

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

Qualification criteria

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

Reduction Method

- Chipping and Grinding Using this method, vegetative debris is chipped or ground and typically results in a reduction ratio of 4:1. The leftover mulch is either hauled to a final disposal facility or recycled. Chipping and Grinding is the City's first choice for debris reduction.
- Incineration The open burning of vegetative debris does require approval from the Division of Forestry. The burning of vegetative debris typically results in a reduction ratio of 20:1. The leftover ash may be hauled to a final disposal facility or be incorporated in a land application.

Crushing – The crushing of vegetative debris is the least effective reduction method and results in a reduction ratio of 2:1. Crushing is an appropriate reduction method for construction and demolition (C&D) debris that cannot be recycled.

Recycling of Debris

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

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

There is a multitude of information available regarding the recycling and selling of solid waste debris. An example of such resource is the Southern Waste Information eXchange, Inc. website (<u>http://www.wastexchange.org</u>) which is a non-profit clearinghouse with information regarding the recycling of solid waste. Table 3-1 is a list of possible end users for recyclable debris.

Commodity	Market	Name	Contact
Vegetative Debris, Metal, Concrete	Solid waste, wood, concrete/brick, asphalt, steel, aluminum	Grand Prairie Landfill	1102 MacArthur Blvd. Grand Prairie, TX 75053 (972) 237-8151
Mulch, Vegetative Debris, Metal, Concrete	Biomass, Wood, fines, concrete/brick, asphalt, steel, aluminum	Arlington Sanitary Landfill	800 Mosier Valley Rd Euless, TX 76040 (817) 354-2300
Concrete, Debris, Vegetative Debris, Metal	Biomass, wood, concrete/brick, asphalt, steel, solid waste	Irving Landfill	200 W. Hunter Ferrell Rd., Irving, TX 75060 (972) 264-3772
Televisions & Computers	Televisions & Computers	Monitex LLC	2920 114th Street, Suite #100. Grand Prairie, Texas 75050 (817) 701-1200
Hazardous Household Waste	Household Hazardous Waste	Fort Worth Environmental Control Center	6400 Bridge St. Fort Worth, Texas, 76112 (817) 871-5257
Medical Waste	Medical Waste	Stericycle	713 W Oakdale Rd Grand Prairie, TX 75050 (972) 262-6000

Table 3-1Recyclable Materials and End Users

Commodity	Market	Name	Contact
Crushing and Shredding	Crushing and Shredding materials	Granutech-Saturn Systems	201 East Shady Grove Road Grand Prairie, TX 75050 (972) 790-7800
Hazardous Waste	Used Oil, Contaminated Waste, Solid Waste	RS Used Oil Inc.	2433 Houston St Grand Prairie, TX 75050 (469) 733-1530
Metal	Aluminum, brass, copper	Valley Recycling	3914 E Jefferson St Grand Prairie, TX 75051 (972) 264-0205
Metal	Aluminum, brass, carbide, cobalt, copper, nickel, etc.	American Scrap Metal	9139 Boulevard 26 Ste. 540-117 North Richland Hills, TX 76180 (817) 657-2310

DMS Preparation

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

- Photograph the Site Digital photos should be taken to capture the state of the site before debris reduction activities begin. Photos should be updated periodically throughout the project to document the progression of the site.
- Record Physical Features Records should be kept detailing the physical layout and features of the site. Items such as existing structures, fences, landscaping, etc. should be documented in detail.
- Historical Evaluation The past use of the site area should be researched and documented. Issues relating to historical or archeological significance of the site should be cleared with the state historical preservation agency.
- Sample Soil and Water If possible and deemed necessary, soil and groundwater samples will be taken before debris reduction activities commence. Samples will help ensure the site is returned to its original state. Typically soil and groundwater samples should be analyzed for total RCRA metals, volatile organic compounds and semi-volatile organic compounds using approved EPA methods.

The Transportation and Mobility Services Department and monitoring firm will oversee the debris removal contractor's activities to ensure that they are in compliance with their contractual obligations, environmental standards and acting in the best interest of the City and its residents. TCEQ will be contacted to provide final approval under an emergency declaration for the DMS locations.

Disposal Monitoring

The primary function of the monitoring firm with regards to disposal monitoring is to document the disposal of disaster debris at approved DMS and final disposal locations. Monitors perform quality assurance/quality control (QA/QC) checks on all load tickets and haul-out tickets to ensure

that information captured by collection monitors is complete. This QA/QC includes but is not limited to:

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

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

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

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

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

An inspection tower must be provided so the Disposal Monitor can see down in the truck beds to conduct load calls. A scissor jack made be used for this purpose or an inspection tower can be constructed. The inspection platform of the tower must 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 must be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. Provision of an inspection tower can be delegated to the County's contract debris hauler firm.

Conduct Meetings/Briefings with Key Personnel

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

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

Review Debris Volume and Collection Cost Assessment

The Solid Waste Department, Transportation and Mobility Services Department, monitoring firm and debris removal contractors will meet to review the debris volume and collection cost assessment. The topics of discussion in this meeting may include, but are not limited to:

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

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

Request Contact Information and Meeting with the State and FEMA Public Assistance Program Delivery Manager

This request is made through TDEM.

The Solid Waste Department should immediately request the contact information of the designated FEMA Public Assistance Program Delivery Manager (PDMG) for the disaster. Upon receiving the information, the City should request a meeting with FEMA PDMG. During this meeting the City will:

- Summarize the City's debris removal operations to date;
- Review debris and cost estimates for the City;
- Review any Disaster Specific Guidance (DSG) documents issued by FEMA;
- Examine the City's debris removal plan;
- Provide contact information for all City monitoring firm and debris removal contractors and key personnel; and
- Determine additional information the PDMG will need to generate PWs for the City. In order for FEMA to generate a Category A, debris removal and debris monitoring PW, it will require the following information:
 - Copy of the debris removal contractor contract(s);
 - Copy of the debris monitoring firm contract(s);
 - Information on the procurement process of the debris removal and monitoring contracts;
 - Address (if available) and GPS coordinates for all DMS;
 - Debris volume and costs estimates (using USACE model and damage assessment reports);
 - Monitoring cost estimate (based on budgeted labor hours); and

Brief debris removal plan overview.

Public Information Post Event

Public information messages provided by Solid Waste and Recycling Division and approved by the City Manager's Office should be issued to various media sources and posted to the City's website and social media sites within the first three days following the debris-generating event. The content of the public information will be to reassure and comfort the public that the City is responding to the event and has activated its monitoring firm and debris removal contractors to begin debris removal activities. (Sample public information messages are located in Appendix E, Public Information Messages.)

3.4 Post-Event Recovery

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

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

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

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

3.5 Post-Event Recovery Checklist: 2 Days – 2 Weeks

- Open DMS
- Prioritize roads/areas
- Issue public information message regarding segregation of debris
- Begin ROW debris removal
- Perform parks damage assessment
- Begin environmental monitoring program of DMS
- Coordinate with external agencies

- Initiate discussions with FEMA
- Obtain FEMA guidance for gated community and private property debris removal

Open Debris Management Sites

DMS will be opened, beginning with sites closest to the most heavily impacted areas of the City. Monitoring towers will be located at the ingress and egress of the DMS. Monitoring towers will be high enough so that tower monitors can verify the contents of the debris removal trucks.

Reduction Methods

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

Prioritize Roads/Areas

After reviewing damage assessments and the concentration of debris within the City, areas that sustained more extensive damage may need to be prioritized, sub-divided into smaller work zones and recorded on the City's GIS data. See Appendix H for Zone Maps.

Issue Public Information Message Regarding Segregation of Debris

Issue second public information message regarding segregation of vegetative, C&D and household hazardous waste (HHW).

Begin ROW Debris Removal

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

Household Hazardous Waste Debris Removal

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

HHW removal is eligible for FEMA reimbursement if the debris is a result of the debris-generating event and removed from publicly maintained property and roadways whose maintenance is the responsibility of the City. HHW should be collected separately and disposed of or recycled at a properly permitted facility. Collection of HHW can be conducted internally or contracted out on a unit rate basis. The following action items are recommended to the City with regards to HHW removal:

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

White Goods Debris Removal

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

White goods debris removal is eligible for FEMA reimbursement if the debris is a result of the debris-generating event and removed from publicly maintained property and roadways whose maintenance is the responsibility of the City. White goods debris that contains ozone depleting refrigerants, mercury or compressor oils need to have such materials removed by a certified technician before recycling. All state and federal laws should be followed regarding the final disposal of removed refrigerants, mercury, or compressor oils. Collection of white goods can be conducted internally, or contracted out on a unit rate basis. The following action items are recommended to the City with regards to white goods removal:

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

Bagged Vegetative Debris

Disaster related vegetative debris that is placed in garage bags along the ROW for collection will be picked-up by the City's municipal waste collection contractor. The collection of disaster related vegetative debris will follow the same schedule as standard yard trash collection. Following the completion of ROW debris removal, a regression analysis will be used to determine the estimated increase in yard trash collection as compared to previous years. Subsequently, the associated tipping fees related to the increased yard trash because of a disaster event can be determined and presented to FEMA as an associated disaster recovery cost.

Bundled Vegetative Debris

Bundled vegetative debris, as described in the City's Garbage and Recycling ordinance can be placed along the ROW for collection by the City's municipal waste collection contractor. The collection of disaster related bundled vegetative debris will follow the same schedule as standard yard trash collection. Following the completion of ROW debris removal, a regression analysis will be used to determine the estimated increase in yard trash collection as compared to previous years. Subsequently, the associated tipping fees related to the increased yard trash because of a disaster event can be determined and presented to FEMA as an associated disaster recovery cost.

Electronic Waste

Electronic waste (e-waste) includes televisions, desktop and laptop computers, computer attachments, stereo equipment, tablets, cell phones, and other electronic devices.

E-waste debris removal is eligible for FEMA reimbursement if the debris is a result of the debrisgenerating incident and removed from publicly maintained property and roadways whose maintenance is the responsibility of the city.

Older television and computer monitors using a cathode ray tube can contain an average of four pounds of lead. Flat-screen televisions and monitors may have backlighting that contains mercury. These and other electronic devices may also contain lithium-ion batteries, chromium, cadmium, beryllium, nickel, zinc, and brominated flame retardants that must be handled properly and cannot be disposed of in landfills.

Load Tickets

For the debris categories outlined above, pre-printed load tickets will be used as reimbursement documentation for the City. An example of a load ticket is located in Appendix C, Field Documents. The top portion of the ticket will be filled out by the collection monitor at the beginning of each load. The address field will be completed when the debris removal contractor has completed work. The collection monitor will also ensure the debris removal contractor is working within the scope of the contract with the City. The load ticket will then be given to the debris removal vehicle driver to turn in to the disposal monitor upon arrival at the DMS or final disposal site. The disposal monitor will complete the remaining portion of the load ticket. Load tickets may also be processed through automated debris management systems (ADMS) in which case collection monitors will use handheld units to collect the data. The disposal monitor documents the amount of debris collected by making a judgment call reflecting the vehicle's fullness (typically on a percentage basis). The percentage documented for each debris removal vehicle is later applied to the calculated cubic yard capacity of the vehicle to determine the amount of debris collected. This information can also be collected using an ADMS.

Perform Parks Damage Assessment

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

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

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

Begin Environmental Monitoring Program of DMS

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

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

Coordinate with External Agencies

The City should coordinate with TxDOT, Dallas County and other relevant agencies to ensure all City road segments are moving forward with debris removal operations. Coordination with TxDOT is imperative with regards to TX-161 which passes through the City. TxDOT is responsible for emergency road clearing activities and first pass debris removal on all state and federal roads within the City.

Initiate Discussions with FEMA

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

Obtain FEMA Guidance for Gated Community and Private Property Debris Removal

In limited circumstances, based on the severity of the incident and whether debris on private property is so widespread that it threatens public health and safety or the economic recovery of the community, FEMA may determine that debris removal from private property is eligible for removal under the Public Assistance Program. Eligibility of gated community and private property debris removal will be determined by FEMA on a case-by-case basis following an incident. Typically, the debris and devastation must be so widespread that debris removal from private property is in the public interest, not merely benefiting an individual or a limited group of individuals.¹⁰

Remove threats to the health and safety of the community at large;

¹⁰ Public Assistance Program and Policy Guide, Version 4, June 1, 2020, Chapter 7.I.G

- Prevent significant damage to public or private property; or
- Assist in the economic recovery and thereby benefit the community-at-large.

In order for private property debris removal to be eligible for reimbursement the City must submit a written request to the FEMA Federal Coordinating Officer before private property debris removal operations begin. The request will include the following information:

- Immediate threat determination The City must provide documentation from the Texas Department of State Health Services, Dallas County Health & Human Services or equivalent public health authority that debris on private property is a threat to public health and safety.
- Documentation of legal responsibility The City must demonstrate that it has the legal authority to enter private property and gated communities and accepts the responsibility to abate all hazards, regardless of whether or not a federal disaster declaration is made.

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

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

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

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

• Communicate project close-out to residents via public information message.

Maintain and Evaluate ROW Cleanup

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

Begin ROW Stump Removal as Necessary

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

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

Open Additional Debris Management Sites as Necessary

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

Continue Daily Meetings with FEMA

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

Begin Debris Removal from Private Property and Gated Communities

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

Public Information Post Event Recovery

The project close-out public information message should focus on clarifying any ineligible debris confusion and communicating a debris set-out deadline to minimize illegal dumping. Protocol for leaners/hangers and private property/gated community debris removal programs, if applicable, should be communicated at this time. Depending on the severity of the debris-generating event, project close-out may be further away.

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

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

Maintain and Evaluate ROW Cleanup – Vegetative and C&D

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

Begin ROW Removal of Hazardous Limbs and Trees

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

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

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

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

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and
- The Applicant removes the hazard from the public ROW (without entering private property).

Unit Rate Tickets

Unit rate tickets will be used as reimbursement documentation for the City's Leaners/Hangers Program. An example of a unit rate ticket is located in Appendix C, Field Documents. To ensure

maximum reimbursement, debris monitors will use GPS devices to document the GPS coordinates of tree or hanger removals and take digital photos of the work done. The photos taken before the cut should show how the hanging limb or branch endangers a public area.

Initiate Haul-Out

At this point in the post-event recovery process, reduced debris from DMS will be hauled to a final disposal site or recycled through one of the markets listed in Table 3-2. Generally for final disposal purposes, the most environmentally responsible and cost-effective method is for the City to recycle reduced debris. Any remaining reduced debris that cannot be recycled should be disposed of at permitted landfills with consideration to the cost structure of associated tipping fees. See Table 3-2 for potential final disposal sites.

Name	Location	*Remaining Cubic Yards	Traffic Circulation
Grand Prairie Landfill	1102 MacArthur Blvd. Grand Prairie, TX 75053 (972) 237-8151	10,022,675	Easily accessible from MacArthur Blvd. No Traffic circulation issues.
Arlington Sanitary Landfill	800 Mosier Valley Rd Euless, TX 76040 (817) 354-2300	44,008,680	Easily accessible from Mosier Valley Road. No Traffic circulation issues.
Hunter Ferrell Landfill	200 W. Hunter Ferrell Rd., Irving, TX 75060 (972) 264-3772	11,514,499	Easily accessible from W. Hunter Ferrell Rd. No Traffic circulation issues.

 Table 3-2

 Potential Final Disposal Landfills

*Remaining cubic yard information derived from the, "Municipal Solid Waste in Texas, A Year in Review, FY 2021 Data Summary and Analysis" Report published by the Texas Commission on Environmental Quality.

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

Progress to Weekly Meetings with the FEMA

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

3.8 Recovery Checklist: 3 Months – Project Completion

- Complete all debris recovery activities
- Identify ineligible debris on ROW
- Complete the disposal of reduced debris
- Close-out and remediate DMS

■ Conduct project close-out meetings with FEMA and external agencies

Complete all Debris Recovery Activities

The City's debris removal contractor will identify and remove all remaining eligible debris piles.

Identify Ineligible Debris on ROW

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

- Hold individual homeowners responsible for the disposal of ineligible debris; or
- Utilize internal equipment for disposal of the ineligible debris.
- Task the City debris removal contractor with the removal of ineligible debris and incur the associated cost. This debris should be hauled directly to a final disposal landfill or transfer station to reduce associated handling costs.

Complete the Disposal of Reduced Debris

Before project closure, remaining reduced debris at DMS should be recycled through one of the markets listed in Table 3-2 or hauled to a local landfill for final disposal (see Table 3-3).

Close-Out and Remediate Debris Management Sites

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

Conduct Project Close-Out Meetings with FEMA and External Agencies

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

Section 4 ENVIRONMENTAL CONSIDERATIONS AND OTHER REGULATORY REQUIREMENTS

The information described in this section identify the regulatory requirements and guidance for local governments engaging in debris cleanup operations. The City should review the regulatory information on an annual basis not only to familiarize themselves with the governing statutes, but to also identify any changes to the regulations and guidelines.

4.1 Federal Regulations and Guidance

4.1.1 National Environmental Policy Act (NEPA)

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

4.1.2 Resource Conservation and Recovery Act (RCRA)

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

4.1.3 National Historic Preservation Act (NHPA)

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

4.1.4 Endangered Species Act

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

4.1.5 Clean Water Act (CWA)

The Clean Water Act provides regulations for the discharges of pollutants in the waters of the United States. According to the CWA it is unlawful to discharge any pollutant from a specific source into navigable waters without the appropriate CWA permits from the U.S. Army Corps of Engineers or State Regulatory Agency.

4.1.6 Clean Air Act (CAA)

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

4.1.7 National Emission Standard for Hazardous Air Pollutants (NESHAP)

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

4.1.8 Executive Order 11990, Protection of Wetlands

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

4.1.9 Executive Order 12898, Environmental Justice

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

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

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

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

4.1.11 FEMA Publication FP 104-009-2 – PA Program and Policy Guide 2020

The Public Assistance Program and Policy Guide overviews FEMA PA Program protocols immediately following a disaster. The PA Program provides the basis for the federal/local cost-sharing program. This document describes entities eligible for reimbursement under the PA Program, documentation necessary to ensure reimbursement, and special considerations about which local governments should be aware to maximize eligible activities.

ENVIRONMENTAL CONSIDERATIONS AND OTHER REGULATORY REQUIREMENTS

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

4.1.12 Disaster-Specific Guidance

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

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

4.2 State of Texas Regulatory and Technical Assistance

4.2.1 Texas Solid Waste Disposal Act

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

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

4.2.2 Texas Commission on Environmental Quality (TCEQ)

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

4.2.3 Texas Department of State Health Services (DSHS)

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

4.2.4 Texas Historical Commission (THC)

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

4.2.5 Texas Department of Transportation (TxDOT)

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

4.2.6 Texas Animal Health Commission (TAHC)

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

4.3 Other Relevant Regulations

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

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

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

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

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

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

4.3.3 Title 2 CFR Part 200

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

4.3.4 Sandy Recovery Improvement Act (SRIA) of 2013

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

Provides substantially greater flexibility in use of federal funds and less administrative burden if applicants accept grants based on fixed capped estimates, which may be provided by applicants' licensed engineer and validated by independent expert panel.

- Offers a package of cost share adjustments, reimbursement for force account, and retention of
 program from recycling to speed debris removal and encourage pre-disaster debris planning.
- Allows PA applicants for all disasters declared on or after October 30, 2012 an option to request binding arbitration for certain projects with an amount in dispute of over \$1 million after first appeal, instead of pursuing a second appeal under FEMA's PA Program.

4.3.5 The Disaster Recovery Reform Act of 2018 (DRRA)

The DRRA was signed into law in October 2018. The reforms made by this law acknowledge the shared responsibility for disaster response and recovery, aim to reduce the complexity of FEMA, and build the nation's capacity for the next catastrophic event.

The law amends the Robert T. Stafford Disaster Relief and Emergency Assistance Act through 56 distinct provisions that direct changes to FEMA policies and regulations. Key provisions of the DRRA related to debris management functions include the following:

Section 1215 – Management Costs

Expands the definition of management costs to include both direct and indirect administrative expenses by the state, local, tribal, or territorial (SLTT) government. It also requires FEMA to reimburse PA and Hazard Mitigation Grant Program (HMGP) management costs by the following amounts:

- PA up to 12% of the total award amount
 - 7% for recipient

5% for subrecipient

■ HMGP – up to 15% of the total award amount

10% for recipient

5% for subrecipient

Section 1232 – Disaster Relief Hazards (Local Impact and Multiple Recent Disasters)

Direct the FEMA Administrator to give greater consideration to local impacts when the agency provides its recommendation to the President on whether to issue a Major Disaster Declaration. PA regulatory factors include estimated cost of assistance, localized impacts, insurance coverage in force, hazard mitigation, recent multiple disasters, and other federal assistance programs.

Section 1234 – National Public Infrastructure Pre-Disaster Hazard Mitigation

Authorizes the National Public Infrastructure Pre-Disaster Mitigation fund, which will be funded through the Disaster Relief Fund as a 6 percent set aside from estimated disaster grant expenditures. This allows for a greater investment in mitigation before a disaster. This new program is named Building Resilient Infrastructure and Communities (BRIC). BRIC has replaced the Pre-Disaster Mitigation program.

Section 1239 – Public Assistance Declaration Factors (Cost of Assistance Estimates)

Directs FEMA to reconsider all factors used to evaluate a request for a Major Disaster Declaration for PA, specifically the estimated cost of assistance (i.e., the per capita indicator).

Section 1235 – Additional Mitigation Activities (a – b)

- a. **Resilience** Ensures HMGP funding increases resilience to future damage, hardship, loss, or suffering.
- b. **PA Codes and Standards** Authorizes FEMA to provide Public Assistance funding to replace and restore disaster-damaged facilities to the latest published editions of relevant consensus-based codes and standards to ensure that facilities are restored in a manner that allows them to be resilient.

Section 1241 – Post-Disaster Building Safety Assessment

Directs FEMA to develop guidance for building experts to use when they evaluate structures for safety and habitability after a disaster.

In November 2019, FEMA published the Post-disaster Building Safety Evaluation Guidance.

Section 1225 – Audit of Contracts

Prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private nonprofit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General.

Section 1216 Section (c) – Statute of Limitations

Changes the beginning of the statute of limitations for recoupment of PA from state or local governments to run from the close-out of individual projects.

Section 5 Plan Maintenance

5.1 Plan Maintenance

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

5.2 Plan Review and Approval

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

5.3 Training for Personnel

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

General

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

Debris Managers

 Debris Managers should be trained in the regulatory requirements for debris operations, including:

Health and safety

Environmental and historical preservation

Procurement

Section 5

Federal disaster grant programs

Considerations for individuals with disabilities and access and functional needs

Damage assessment for debris

Finance and Administration

Finance and Administration staff will be trained in regulatory requirements for debris operations including:

Procurement

Federal disaster grant program

Documentation needed for reimbursement of expenses.

5.4 Exercises

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

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

Appendix A MONITORING FIRM AND DEBRIS REMOVAL CONTRACTORS

City of Grand Prairie - Disaster Debris Management Plan

Monitoring Firms

Table A-1Primary Monitoring Firm

Company	Contact Information
Tetra Tech	Betty Kamara 407-803-2551
Debris Tech, LLC	Brooks Wallace 601-916-3113

Debris Removal Contractors

The City's contracted franchise hauler shall have the first right of refusal for hauling reduced debris from the City to an authorized landfill site. HHW materials may be hauled by a separately contracted hauler.

Table A-2Pre-positioned Debris Removal Contractors

Company	Contact Information
Ceres Environmental Services	Dawn Brown 800-218-4424
D & J Enterprises, Inc.	Jason Sanders 334-821-1249


City of Grand Prairie, Texas

Disaster Debris Management Plan Debris Management Site Report

February 2023

Table of Contents

SECTION 1 INTRODUCTION	2
SECTION 2 CRITERIA FOR ELIGIBILITY	3
SECTION 3 DMS RANKING TIER CATEGORIES	4
SECTION 4 DEBRIS MANAGEMENT SITE ANALYSIS	6
SECTION 5 DEBRIS MANAGEMENT SITE EVALUATIONS	10
SECTION 6 DEBRIS MANAGEMENT SITE AND LANDFILL MAP	22

SECTION 1 INTRODUCTION

The purpose of this report is to identify logistically effective locations throughout the City of Grand Prairie, Texas (City), to serve as debris management sites (DMS) following a debrisgenerating incident. A three-step process was used to identify DMS locations throughout the City. First, City staff identified potential sites as DMS locations. Second, representatives from the City and Tetra Tech, Inc., surveyed the sites identified by the City. The purpose of the surveys is to further investigate the appropriateness of each site and obtain information not available in jurisdiction records that would potentially preclude the use of the locations as DMS locations, including pre-existing structures, open water sources, wooded lots, or lack of ingress/egress. Finally, Tetra Tech developed this report with information and diagrams showing how each site can be used as a DMS.

Prior to using a DMS, the Texas Commission on Environment Quality (TCEQ) must be notified. They will consider the ability of these sites to protect public health; prevent land, air, and water pollution; and conserve natural, economic, and energy resources. They may also include DMS requirements such as control of odors and vectors, surface water run-on and run-off control, fencing, and adequate setbacks.

SECTION 2 CRITERIA FOR ELIGIBILITY

The following criteria were used to evaluate potential DMS locations:

A. Public-Owned Property

The advantage of using public-owned properties is eliminating potential costs associated with acquiring, leasing, or operating on private property. Privately owned property can be used by the City if there are no public-owned sites available. An agreement can be executed between the City and the private property owner to use the site as a DMS.

B. 5-Acre Requirement

Preference is given to public-owned properties that were at least 5 acres in size. Sites smaller than 5 acres received a reduction in DMS criteria ranking. Sites smaller than 5 acres are generally too small to properly accommodate debris staging and reduction operations but can be utilized if necessary.

C. Proximity to High Population Density

The proximity of the surveyed sites to neighborhoods, schools, businesses, high traffic thoroughfares, and other areas of high population density were carefully evaluated. DMS locations near high population densities increase traffic congestion and create logistical and safety hazards for the community, especially immediately following an incident.

D. Ingress/Egress

Safe and adequate ingress and egress of the sites along with efficient road access to routes leading to and from the sites are critical to ensure efficient operation and turnaround of debris collection vehicles.

E. Adherence to All Local, State, and Federal Rules, Regulations, and Ordinances

DMS operations must adhere to local, county, state, and federal rules and regulations, including those pertaining to environmental quality and noise control. Though some disposal regulations are lifted following a state of emergency, it is critical that all DMS operations meet Occupational Safety and Health Administration (OSHA) safety requirements as well as the operational procedures outlined by the TCEQ and any other relevant environmental regulatory agencies.

F. Proximity to Natural Running Water or Potable Water Wells

Before a DMS can be permitted for use, TCEQ must be notified and provide approval. The presence of any natural stream, creek, pond, or lake as well as any potable water wells can hinder the permitting of a property.

SECTION 3 DMS RANKING TIER CATEGORIES

Tier 1 Qualifications

- > Public property.
- > Sufficient acreage to support debris storage and reduction activities.
- > Minimal to no site preparation requirements.
- ➢ Well-drained; strong soil integrity.
- Property topography is flat.
- ➢ No open water sources.
- Proximity to densely populated areas.
- > Centrally or strategically located to support debris collection zones.
- Excellent ingress and egress to the site(s).
- > Excellent supporting road infrastructure.
- > No observable or traceable environmental or historical issues.
- Site(s) are secure or could be secured easily.

Tier 2 Qualifications

- > Public property or would require land use agreement with private/public landowner.
- > Ample acreage to support debris storage and reduction activities.
- Minimal to moderate site preparation requirements (i.e., removal of fencing, bleachers, etc.).
- Property topography is flat or slightly hilly/bumpy.
- > No open water sources or water sources meet setback requirements.
- Site(s) may be located on the outskirts or rural areas of the City.
- Site(s) may not be sufficiently spaced to support debris collection zones.
- Sufficient ingress and egress to the site(s).
- > Sufficient supporting road infrastructure.
- Site(s) may have some potential environmental or historical issues (i.e., 100-year flood plain).
- Site(s) could be secured with temporary fencing.
- > Moderate negative impact on community use of site during operations.

Tier 3 Qualifications

- > Private property.
- ▶ Use of site(s) requires land agreements and/or has associated leasing costs.
- > Insufficient acreage to support debris storage and reduction activities.
- ➤ Use of site(s) requires moderate to intense site preparation.
- Property topography is slightly hilly/bumpy.
- Site(s) contain open water sources.
- Site(s) are located on the outskirts or rural areas of the City.
- Location of site(s) does not support debris collection zones.
- Insufficient ingress and egress to the site(s).
- Poor supporting road infrastructure
- Sites(s) have potential environmental or historical issues (i.e., Superfund Site)
- Site(s) require intensive effort/labor to be secured
- Significant impact on the community

Residential Drop-Off Sites

Residential drop-off (RDO) sites provide residents with an alternate means of disposing their disaster-generated debris. RDOs give residents the opportunity to self-haul their disaster debris to a jurisdiction-maintained and managed staging area for future pick-up by jurisdiction crews or contractors. Typically, these sites do not lend themselves for use as DMS locations due to their size, need for site preparation, or current land uses.

SECTION 4 DEBRIS MANAGEMENT SITE ANALYSIS

Using the criteria described above as well as data gathered during site surveys, the following locations are recommended as initial DMS locations.

Tier 1 Debris Management Sites

The Tier 1 DMS locations are best suited for activation for debris management operations following a disaster. Based on the guidance described in Federal Emergency Management Agency (FEMA) Publication 325 – Debris Management Guide, Tier 1 sites exhibit traits that allow these areas to easily become operational while minimizing negative impacts to the environment and community.

A. Fire Station 7 Lot

The Fire Station 7 Lot is adjacent to Grand Prairie's Fire Station 7 located at 5610 Lake Ridge Parkway, in Grand Prairie. The lot is owned by the city but is not currently being used. The lot has a large amount of brush on it that would need to be cleared prior to its use as a DMS. The lot has approximately 29.5 acres of land and is mostly flat except for a raise berm on the northernmost edge of the property. At the southwest corner of the property is city owned complex housing fire, police, and parks staff. Residences are located approximately 200 yards to the north of the property. The distance from the homes plus the berm provides a good buffer for noise control. A consideration would be the activities that might be taking place at the city facilities including social activities at the park facility, firefighters that might be required to sleep at the fire station, and police station activities. A golf range is located approximately 80 yards to the south of the property.

Electricity, water, and sewer service is not available on the lot itself but would be available from the city-owned complex located adjacent to the lot. There were a few signs of standing water on the property as it had rained a day or two prior to the onsite visit but otherwise the property seemed to have good drainage. Some wood chips or gravel might be needed in truck transport area in the lot to keep trucks from getting bogged down.

There is no lighting in the lot and there is no security or fences, but the police and fire are very close by. Some temporary fencing might be needed to further secure the lot during debris management operations. Ingress and egress would be from Lake Ridge Parkway.

Given its available space for DMS operations, the park could be used for vegetative debris. Grinding could be used to reduce vegetative debris.

To prepare the park for DMS operations, brush would need to be removed from the property, curb cuts would be needed for truck entry, temporary fencing would be needed to keep curious people out of the debris operations and help prevent illegal dumping, and wood chips or gravel might be needed at the entry in the event of adverse weather/muddy conditions. See the site evaluation worksheet, DMS layout diagram, and photos starting on page 10.

B. Parkhill Park

Parkhill Park is a city owned park with a pavilion, toilets, playground, and a sports area. The park encompasses approximately 26.4 acres. The park also includes two paved parking areas. The park is flat and has good drainage. There are no environmental or historical concerns associated with the park.

Residences are adjacent to the park to the west, north, and east which will affect the hours and types of operations conducted at the park as there is virtually no buffer for noise control. The lot directly to the south of the park is currently vacant but is slated for construction of a church. The park has access to water, electricity, and sewer services. Lighting is available over the parking lots and over the football fields only.

There are no cameras or onsite security, but there is some fencing around the property. Additional fencing might be needed to keep children and others from entering the debris management operations areas.

Ingress and egress for the park will be from South Robinson Road. In addition, the parking lot on the south end of the park is large which might make a good area for truck certifications or truck staging.

Some construction and demolition debris might be stored at the park, but the primary debris to be stored at the park would be vegetative debris. The preferred means of reduction of the vegetative debris would be via grinding.

To prepare the park for DMS operations, fencing or other barriers will be needed to prevent individuals from entering the DMS operations area. See the site evaluation worksheet, DMS layout diagram, and photos starting on page 13.

C. Golden Triangle Remote Control (RC) Airplane Park/Low Branch Park

The Golden Triangle RC Park, also known as the Low Branch Park, is a city owned park located at 2820 Secton Road in Grand Prairie. The park is approximately 14 acres and is primarily used as an airfield for remote controlled airplanes. There are residences approximately 125 yards to the west of the park but there is a buffer of trees between the park and the residences. The next closest residences are approximately 200 yards to the north also separated by a thick buffer of trees.

The park has a 500-foot paved runway down its middle for the RC planes to take off and land. There is also a paved parking area on the east side of the park with a small awning for shade. Portable toilets are currently located on the property. In addition, large bales of freshly mowed hay were in the park during the time of the DMS visit.

Joe Pool Lake is located approximately 30 yards south and 160 yards east of the park/field. Because of its proximity to the lake, not all, but part of the north, east, and south portions of the park lie within the 500-year flood plain but are not within the 100-year flood plain. Also, because of the proximity to the lake, care would have to be taken to prevent runoff from the debris operations into the lake.

There are no lights in the park, nor is there running water, sewer services, or electricity. Other than the proximity of the lake there are no other environmental or historical concerns with the park. The park has a lockable gate at its entry. A narrow single-lane road leads from Secton Road down to the park. Care would have to be taken to only allow one truck down the road either way at a time.

Given its proximity to the lake only vegetative debris is recommended for DMS operations in the park. The preferred means of vegetative reduction will be grinding. If needed, white goods may also be processed for refrigerant removal on the paved area of the park if needed for the southern part of town.

To prepare the park for DMS operations, some mowing may be needed as well as removal of any bales of hay that might still be in the park. Actions will be needed to prevent runoff from entering the lake. See the site evaluation worksheet, DMS layout diagram, and photos starting on page 16.

Tier 2 Debris Management Sites

Based on the property investigations, Tier 2 sites lack some traits of Tier 1 sites or exhibit problems that would make them less attractive to use as DMS following a debris-generating incident. Criteria such as not being owned by the City, lack of size, site preparation requirements, historical considerations, location within a 100-year flood plain, or designation as a Superfund site can contribute to a lower ranking.

Tier 2 sites should only be considered if Tier 1 sites are unavailable following an incident.

D. Poly America

The Poly America property consists of 127.5 acres of open space on the northern side of Grand Prairie. The property is owned and maintained by Poly-America which is a privately owned corporation. According to their website, Poly-America "comprises the world's largest producer of polyethylene construction film and the highest quality trash bag manufacturer in the United States."¹

Ingress and egress for the property would be via Southwest 14th Street. Curb cuts will be needed to accommodate trucks entering the property. There are other potential points of entry into the property, but to use these would require the trucks to travel through residential areas which is to be avoided. There are also potential entry points from the south, but these points of entry would require the large debris truck to transverse small concrete bridges that go over a small lake on the property. It is unclear whether these bridges would be able to withstand the weight and constant usage that debris management operations would require. To enter the property from the east from Southwest 14th Street would require trucks to drive over a small creek which would require a small bridge to be constructed to allow passage over the creek.

On the western side of the property there is an electrical easement for electrical transmission lines that run north to south through the entire length of the property. Care would need to be taken by the debris hauler crews to avoid contact with the power lines. Also, the city will need to

¹ http://www.poly-america.com/

make sure that there are no restrictions on using the land within the easement for debris management operations.

The David Daniels Academy of Science and Math lies on the north border and residences lie on the north and west borders of the property. A warehouse lies to the east of the property. The proximity of residences to the proximity may mean that debris management hours of operations may need to be limited. In addition, while there is some fencing around the property, additional fencing will be needed to prevent children and other individuals from entering the area where debris management operations are taking place.

Because there is a small lake and creek on the property, care will have to be taken to prevent runoff from debris operations from flowing into the lake or creek.

The large size of the property will allow it to accommodate vegetative as well as construction and demolition debris. It may also be used to stage and certify equipment coming in to aid in debris management operations.

To prepare the property for DMS operations, an agreement or lease might be needed from the owner. In addition, temporary fencing will be needed to prevent individuals from entering the DMS operations area, care will need to be taken in operating in the electrical power line easement, a small bridge will be needed for trucks to cross the creek, and actions will need to be taken to prevent runoff from entering the lake and creek. See the site evaluation worksheet, DMS layout diagram, and photos starting on page 19.

SECTION 5 DEBRIS MANAGEMENT SITE EVALUATIONS

Area Around Fire Station 7

DATE OF SITE INVESTIGATION: ____November 7, 2023__

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property 🖸 County Property 🗍 Private Property 🗍

Other Ownership (describe)

PROPERTY NAME: Area Around Fire Station 7

PROPERTY ADDRESS: 5610 Lake Ridge Parkway, Grand Prairie, TX 75052

COORDINATES:32° 38' 09.94" N, 97° 02' 42.74" W

PROPERTY OWNER'S NAME: City of Grand Prairie

PROPERTY POINT OF CONTACT: Right of Way and Property Management Department

PROPERTY POINT OF CONTACT PHONE NUMBER: 972-237-8141

PROPERTY POINT OF CONTACT E-MAIL ADDRESS: dtyner@GPTX.org

ESTIMATED PROPERTY SIZE: 29.5 acres

CHARACTERIZATIO	ON OF NEIGHBORING PROPERTIES
EVALUATION FACTOR	COMMENTS
Property current land use	Vacant
Any proposed future land uses	None
Environmental considerations	None
Historical considerations	None
Located in a flood plain	No
Zoning considerations	None
Proximity to schools, churches, and community centers	Located adjacent to Fire Station 7. Residences are located approximately 200 yards to the north of the property. A golf range is located approximately 80 yards to the south of the property.
Property topography	Flat
Open water sources	None
Ground water wells	None
Access to electricity, sewer, and water	From fire station.
Soil integrity	Sandy loam.
Water Sampling	NA
Surface water drainage	Good
Prevailing wind direction	The wind is most often from the south from February to December. The wind is most often from the north December to February.
Ingress/egress	Ingress and egress from Lake Ridge Parkway
Lighted area	None. Lighting only at fire station.
Site security	None
Buffer distance for noise control	Adjacent to fire station. 200 yard buffer from residences.

Property development	None
Property adjacent to airport/airfield	No
Site able to handle large volume of trucks	No

SITE PREPARATION: High _____ Medium ____ Low __X ___ (Clear brush from property, make curb cuts for truck entry, provide temporary fencing to help secure debris management operations areas, wood chips or gravel might be needed at entry in the event of adverse weather/muddy conditions).

SUITABILITY TO WET WEATHER: High_____ Medium__X__ Low_____

ABILITY TO SERVE A SPATIAL AREA: High_X___Medium____Low____

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning: No

Air Curtain Incineration: No

Grinding: Yes

THIS SITE WILL BE RECOMMENDED FOR:

_____ C&D

<u>X</u>Vegetative

_____Both C&D and Vegetative

_____White Goods

_____ Other (Describe_____)

POTENTIAL LAYOUT OF SITE:



Photos of the Area Around Fire Station 7













Parkhill Park

DATE OF SITE INVESTIGATION: <u>November 7, 2023</u>

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property 🖸 County Property 🗍 Private Property 🗍

Other Ownership (describe)

PROPERTY NAME: Parkhill Park

PROPERTY ADDRESS: 5100 S. Robinson Rd., Grand Prairie, Texas 75052

COORDINATES: 32° 39' 01.08" N, 97° 00' 52.22" W

PROPERTY OWNER'S NAME: City of Grand Prairie

PROPERTY POINT OF CONTACT: Parks, Arts, and Recreation Director

PROPERTY POINT OF CONTACT PHONE NUMBER: 972-237-8100

PROPERTY POINT OF CONTACT E-MAIL ADDRESS: Dstrawn@GPTX.org

ESTIMATED PROPERTY SIZE: 26.4 acres

CHARACTERIZAT	TION OF NEIGHBORING PROPERTIES
EVALUATION FACTOR	COMMENTS
Property current land use	Park with pavilion, toilets, playground, and sports area.
Any proposed future land uses	None
Environmental considerations	None
Historical considerations	None
Located in a flood plain	No
Zoning considerations	None
Proximity to schools, churches, and community centers	Residences adjacent to the park to the west, north, and east.
Property topography	Flat
Open water sources	None
Ground water wells	None
Access to electricity, sewer, and water	Yes
Soil integrity	Sandy loam
Water Sampling	MA
Surface water drainage	Good
Prevailing wind direction	The wind is most often from the south from February to December. The wind is most often from the north December to February.
Ingress/egress	From South Robinson Road.
Lighted area	On parking lot and on football field.
Site security	Some fencing
Buffer distance for noise control	No buffer
Property development	None
Property adjacent to airport/airfield	No
Site able to handle large volume of trucks	No

SITE PREPARATION: High _____ Low __X ____

SUITABILITY TO WET WEATHER: High_X Medium Low
ABILITY TO SERVE A SPATIAL AREA: High_X Medium Low
SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):
Open Burning: No
Air Curtain Incineration: No
Grinding: Yes
THIS SITE WILL BE RECOMMENDED FOR:
C&D
Vegetative
X Both C&D and Vegetative
White Goods
Other (Describe)

POTENTIAL LAYOUT OF SITE:



Photos of Parkhill Park













Golden Triangle RC Park (Low Branch Park)

DATE OF SITE INVESTIGATION: <u>November 7, 2023</u>

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property 🖸 County Property 🗍 Private Property 🗍

Other Ownership (describe)

PROPERTY NAME: Golden Triangle RC Park (Low Branch Park or Jim Fulton Field)

PROPERTY ADDRESS: 2701 Secton Road, Grand Prairie, Texas 75054

COORDINATES: N32d 34' 11.09", W97d 2' 40.07"

PROPERTY OWNER'S NAME: City of Grand Prairie

PROPERTY POINT OF CONTACT: Parks, Arts, and Recreation Director

PROPERTY POINT OF CONTACT PHONE NUMBER: 972-237-8100

PROPERTY POINT OF CONTACT E-MAIL ADDRESS: Dstrawn@GPTX.org

ESTIMATED PROPERTY SIZE: 14.3 acres

CHARACTERIZAT	ION OF NEIGHBORING PROPERTIES
EVALUATION FACTOR	COMMENTS
Property current land use	Park and radio-controlled model airplane airfield.
Any proposed future land uses	None
Environmental considerations	Joe Pool Lake is located approximately 30 yards south and 160 yards east of the park/field.
Historical considerations	None
Located in a flood plain	Not in 100-year flood plain. Portions located in the 500-year flood plain.
Zoning considerations	None
Proximity to schools, churches, and community centers	There are residences approximately 125 yards to the west of the park but there is a buffer of trees between the park and the residences.
Property topography	Flat
Open water sources	Joe Pool Lake is located approximately 30 yards south and 160 yards east of the park/field.
Ground water wells	None
Access to electricity, sewer, and water	None
Soil integrity	Sandy loam.
Water Sampling	Joe Pool Lake
Surface water drainage	Good
Prevailing wind direction	The wind is most often from the south from February to December. The wind is most often from the north December to February.
Ingress/egress	Ingress and egress via Seeton Road.
Lighted area	Not lighted.
Site security	Locked gate. No other security.
Buffer distance for noise control	125-yard buffer between residences and the park.
Property development	No additional development.
Property adjacent to airport/airfield	Technically it is an airfield but only for radio-controlled plans. No other airports in the area.
Site able to handle large volume of trucks	No

SITE PREPARATION: High_____ Medium____ Low_X__ (Mowing may be needed as well as removal of any bales of hay that might still be in the park).

SUITABILITY TO WET WEATHER: High _____ Medium _ X ___ Low _____

ABILITY TO SERVE A SPATIAL AREA: High_____ Medium__X___ Low____

SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):

Open Burning: No

Air Curtain Incineration: No

Grinding: Yes

THIS SITE WILL BE RECOMMENDED FOR:

C&D

__X__Vegetative

____Both C&D and Vegetative

X____White Goods

_____ Other (Describe_____)

POTENTIAL LAYOUT OF SITE:



Photos of Golden Triangle RC Park/Low Branch Park DMS













Poly-America (Mars Partners)

DATE OF SITE INVESTIGATION: _February 7, 2023

OWNERSHIP OF PROPERTY (CHECK ONE): Municipal Property County Property Private Property

Other Ownership (describe)

PROPERTY NAME: Poly America (Mars Partners)

PROPERTY ADDRESS: 1071 SW 14th

COORDINATES: 32°43'54.08" N, 97°01'23.01" W

PROPERTY OWNER'S NAME: Poly-America

PROPERTY POINT OF CONTACT: Jesse Raia, Vice President, Manufacturing

PROPERTY POINT OF CONTACT PHONE NUMBER: Office 972-337-7391, Cell 214-649-3833

PROPERTY POINT OF CONTACT E-MAIL ADDRESS: jesser@poly-america.com

ESTIMATED PROPERTY SIZE: 127.5 acres

CHARACTERIZA	TION OF NEIGHBORING PROPERTIES
EVALUATION FACTOR	COMMENTS
Property current land use	Vacant property owned by Poly America.
Any proposed future land uses	None
Environmental considerations	Small lake on the south side of the property. Small creek drains into lake on the east side of the property.
Historical considerations	None
Located in a flood plain	Just in the immediate area of the lake and creek.
Zoning considerations	Electrical transmission easement
Proximity to schools, churches, and community centers	David Daniels Academy of Science and Math lies on north border. Residences lie on the north and west borders of the property. A warehouse lies to the east of the property.
Property topography	Mostly flat.
Open water sources	Small lake on the south side of the property. Small creek drains into lake on the east side of the property.
Ground water wells	None
Access to electricity, sewer, and water	None
Soil integrity	Sandy loam.
Water Sampling	Small lake and creek on the property.
Surface water drainage	Good drainage.
Prevailing wind direction	The wind is most often from the south from February to December. The wind is most often from the north December to February.
Ingress/egress	Ingress and egress via SW 14th Street.
Lighted area	No.
Site security	No security.
Buffer distance for noise control	The north and west sides of the property are adjacent to residential areas. The east and south sides are bordered by commercial properties.
Property development	None
Property adjacent to airport/airfield	No.

City of Grand Prairie, Texas Debris Management Site Report

Site able to handle large volume of trucks Yes.
SITE PREPARATION: High Medium _X Low (Agreement with owner needed. Curb cuts for trucks to enter the property. Efforts must be taken to prevent runoff from entering the lake and creek. Care will be needed if operating in area of power transmission lines. A temporary bridge will be needed over the creek to access the west of the property).
SUITABILITY TO WET WEATHER: HighX Medium Low
ABILITY TO SERVE A SPATIAL AREA: High_X Medium Low
SITE ACCEPTABILITY FOR WHAT TYPE OF REDUCTION METHOD (CHECK APPLICABLE METHOD(S)):
Open Burning: No
Air Curtain Incineration: No
Grinding: Yes
THIS SITE WILL BE RECOMMENDED FOR:
C&D
Vegetative
XBoth C&D and Vegetative
White Goods
Other (Describe)
POTENTIAL LAYOUT OF SITE:



Photos of Poly-America DMS













SECTION 6 DEBRIS MANAGEMENT SITE AND LANDFILL MAP



Diagram Showing the DMS, Landfills, and Recycling Sites



Pushpin symbols represent DMS.

Truck symbols represent landfills or recycling sites.

Appendix C **FIELD DOCUMENTS**

Force Account Labor Summary Record¹ Force Account Equipment Summary Record² Load Ticket Debris Haul Out Ticket Unit Rate Ticket Disposal Monitoring Log Truck Certification Form and Instructions

¹ Force Account Labor Summary Record – FF90-123 can be found at <u>https://www.fema.gov/media-</u>
 <u>library/assets/documents/10588</u>

 ² Force Account Equipment Summary Record can be found at https://www.fema.gov/media-

library/assets/documents/10608

FEMA Form 90-123, FEB 09

DE FEDEI FORCE	EPARI Fral E Acc	MERGEN	DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY FORCE ACCOUNT LABOR SUMMARY RECORD	AND SEC NGEMEN	T AGENC	RD			PAGE		OF	0.M.B. No. 1660-0017 Expires December 31, 2011	1660-0017 nber 31, 2011
APPLICANT					PA ID NO.			PROJECT NO.	ġ	ā	DISASTER		
LOCATION/SITE								CATEGORY		2	PERIOD COVERING		
DESCRIPTION OF WORK PERFORMED													
NAME			DATES AND HOURS WORKED EACH WEEK	HOURS V	VORKED	EACH WE	Ĭ	Γ			COSTS		
	DATE								TOTAL HOURS	HOURLY RATE	BENEFIT Rate/Hr	TOTAL HOURLY RATE	TOTAL COSTS
NAME	REG.												
JOB TITLE	о.Т.												
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I CERTIFY THAT THE INFORMATION ABOVE WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT	INFORM	ATION ABO	VE WAS OB	TAINED FR(OM PAYROL	LL RECORD	S, INVOICE	S, OR OTHE	ER DOCUMENT	S THAT ARE	E AVAILABLE FO	ir audit.	
CERTIFIED					JITLE						P4	DATE	

DEPARTMENT OF HOMELAND SECURITY Federal Emergency Management Agency Force Account Equipment Summary Record	OF HOMELU ENCY MANA	AND SECURITY (GEMENT AGENCY • SUMMARY RECOR		PAGE	0F	o.M.I Expires	O.M.B. No. 1660-0017 Expires October 31, 2008	17 2008
APLICANT		PA ID NO.	PROJECT NO	Ġ	DISASTER			
LOCATION/SITE			CATEGORY		PERIOD COVERING			
DESCRIPTION OF WORK PERFORMED			-					
TYPE OF EQUIPMENT			DATES	DATES AND HOURS USED EACH DAY	D EACH DAY		COSTS	
INDICATE SIZE, CAPACITY, HOURSEPOWER, EG MAKE AND MODEL AS APPROPRIATE	EQUIPMENT CODE NUMBER	OPERATOR'S NAME	DATE			TOTAL HOURS	EQUIPMENT . RATE	TOTAL COST
			HOURS					
			HOURS					
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		GRAND TOTAL						
I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.	N WAS OBT/	AINED FROM PAYROL RE	CORDS, INVOICES	, OR OTHER DOCU	MENTS THAT ARE	AVAILABL	E FOR AUDIT.	
CERTIFIED		ШТЕ	Щ			DATE		
FEMA Form 90-127, FEB 06							Print Form	E

FIELD DOCUMENTS

Load Ticket		Ticket No.	0012345
Municipality (Applica	ant)		Contractor
		Sub-Co	ntractor
	Tri	ick Information	1
Truck No		Cap	acity
Truck Driver (print I	egibly)		
	Loa	ding Informatio	Þn.
	Time	Date	Inspector/Monitor
Loading			
Location (Address of When Using		ates use Decima	Il Degrees (N xx.xxxxx)
Location (Address of When Using	g GPS Coordin	ates use Decima	
Uncation (Address of When Using N	g GPS Coordin Unlos	W Wates use Decima Water of the second second	on
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When Using When Using N Debris Classification Vegetation C&D White Goods	g GPS Coordin Unio: h	W W Cling Information Estimated	on 1 %, CYs, or Actual Weigh
When Using When Using N Debris Classification Vegetation C&D White Goods HHW	g GPS Coordin Unloa	W Wates use Decima Water of the second second	on
When Using When Using N Debris Classification Vegetation C&D White Goods HHW Other* See Be	g GPS Coordin Unio: h	W W Cling Information Estimated	on 1 %, CYs, or Actual Weigh

FIELD DOCUMENTS

	TICKET NUMBER			
DEBRIS HAULOUT TICKET #				
Applicant:	Disaster #			
Program:	Contractor:			
Truck # :	Truck Capacity:			
Driver's Name:	L			
TDSR Site:				
Haulout Debris Classification:				
Vegetative Mulch	White Goods			
Ash	Hazardous Materials / Toxic			
C & D Mulch	Household Hazardous Waste			
C & D Compacted	Other:			
Loading Time:	Loading Date:			
Monitor Signature:	I.D. #			
Disposal Site Location:	Scale Ticket #			
Load Call (%):	Weight (tons / lbs.)			
Disposal Time:	Disposal Date:			
Monitor Name (print):	I.D. #			
Contractor Name (print):	I.D. #			
Notes:				
White - Applicant Green and Yellow - Co	mtractor Pink - Driver Gold - Site Copy			

I

5

	TECH					UN	IT RATE TICKET
						#	
Applicant:			I	Disaster	•#		
Program							
Parks			Righ	t.of.Fo	ry		Time & Materials
			Rigi		цу	Ц	Time of Materials
ROW Lea	n/Hanger			ъs			
Contractor:			•	Crew #	:		
Survey Item#:			-	PS:			
			ľ	N:			W
House#:	Street N:	ame					Zone#:
Parcel#:			I	ROE # :			
Contract Rate C	ode						
1	3	5		7		0	
2	4		6		8	-	Other:
Contract Rate S	ub-Code						
A	с	Е		G		I	
В	Γ)	F		Н		Other:
Unit Count:			N	leasur	ement:		
Start Time:	Δ	EndTin	100		A D	ater	
Start I hite.	I				P	ater	
Monitor Name (print): I.D. #							
Contractor Name (print): I.D. #							
Note:							
White - Applicant Green and Yellow - Contractor Pink - Crew Chief Gold - Site Copy ©2015 Tetra Tech, Inc All Rights Reserved							



Truck Information					
Make	Year	Color	License		
Truck Measurements					
Performed By:		Date:			
Volume Calculated By:		Date:			
Both Checked By:		Date:			
	Driver Info	ormation			
Name:					
Address:					
Phone Number:					
-					
	Owner Info	ormation			
Name:					
Address:					
Phone Number:					
Truck Identification:					
Truck Capacity:					
	Phot	0			

Truck Certification Form Calculation Instructions

Instructions to take the necessary dimensions of corner wedge (refer to Figure B-6):

"a": Along the side of the bed, measure the distance from the point where the rounded part of the bed starts, to the front corner of the bed.

"b": Equal to "a."

"c" and "d": Along the side of the bed, mark the point where the rounded part of the bed starts, and along the front of the bed, also mark the point where the rounded part of the bed ends. Run a string between the two points and measure the distance between them; half of that distance is "c" and half of the distance is "d" ("c" and "d" are equal).

"e": Measure the distance from the mid-point of the string that was stretched from the side to the front of the bed in the previous step to the rounded part of the bed.

Extra trailer: The volume calculations for the extra trailer would be simply length x width x height if the extra trailer has a rectangular bed. However, if the extra trailer also has round corners at the front, the volume calculation would be the same as explained above.

Instructions to take the necessary dimensions of round bottom truck (refer to Figure B-6):

"a": The width of the bed.

"b": The depth of the vertical portion (the side) of the bed.

"c" and "d": Both are equal to half the width of the bed.

"e": Run a string between the lower ends of the vertical portions of the bed (the sides), and measure the distance from the mid-point of the string to the bottom of the bed.

NOTE: All dimensions used in the above formulas must be in feet, with inches converted to fractions of feet, using the following conversions (for example, 8 feet, 5 inches should be written as 8.42 feet):

1 inch = .08 foot	7 inches = .58 foot
2 inches = .17 foot	8 inches = .67 foot
3 inches = .25 foot	9 inches = .75 foot
4 inches = .33 foot	10 inches = .83 foot
5 inches = .42 foot	11 inches = .92 foot
6 inches = .50 foot	



Appendix D HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY

FEMA Public Assistance Program and Policy Guide FP 104-009-2 Chapter 7. Section I.B.3 Stump Removal

(c) Stump Removal

For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

Stump removal in areas with known or high potential for archeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If the Applicant discovers any potential archeological resources during stump removal, the Applicant must immediately cease work and notify FEMA.

Contracted Stump Removal

FEMA only reimburses contracted costs charged on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The Applicant needs to ensure the price for stump removal includes extraction, transport, disposal, and filling the root-ball hole.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible.

For stumps smaller than 2 feet in diameter, or for stumps of any size that do not require extraction, FEMA only provides PA funding based on volume or weight as removal of these stumps does not require special equipment. If the Applicant claims reimbursement of these stumps on a per stump basis, FEMA limits PA funding based on a unit price for volume or tons, calculated using the Stump Conversion Table (Located on the following pages of this Attachment).

If the Applicant incurs additional costs in picking up stumps 2 feet or larger in diameter that the contractor did not extract, it should complete the Hazardous Stump Worksheet ((Located on the following pages of this Attachment) and present documentation to substantiate the costs as reasonable based on the equipment required to perform the work.

(d) Documentation Requirements

The Applicant must retain, and provide when requested, all of the following documentation to support the eligibility of contracted work to remove tree limbs, branches, stumps, or trees that are still in place:

• Specifics of the immediate threat with the location (geographic coordinates in latitude, longitude) and photograph or video documentation that establishes the item is on public property;

HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY

- Quantity removed (Note: If a contractor charged an individual price for each limb, tree, or stump removed, FEMA requires the diameter of each item removed. For stumps, the measurement must be 2 feet up the trunk from the ground. For trees, it must be 4.5 feet up from the ground);
- Quantity, location, and source of material to fill root-ball holes; and
- Equipment used to perform the work.

STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

[(Stump Diameter² x 0.7854) x Stump Length] + [(Root-Ball Diameter² x 0.7854) x Root-Ball Height] 46,656

- 0.7854 is one-fourth Pi and is a constant.
- 46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

See the conversion chart on the following page.
Stump Diameter(Inches)	Debris Volume (Cubic Yards)	Stump Diameter(Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Figure O-1: Hazardous Stump Worksheet

App	lican	ıt:						1	Date:	
App	lican	at Representative:			Signature:					
FEN	1A R	epresentative (if available)			Signature:					
		Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard Yes/No	Global Positioning System (GPS) Location	Tree Size (Diameter)	Eligible Yes/No	Fill for Debris Stumps In CY	Comments (See attached sketch, photo, etc.)	
	1									
	2									
	3									
	4									
	5									
	6									
	7									
	8									
	9									
	10									

Appendix E SAMPLE PUBLIC INFORMATION MESSAGES

For Immediate Release (Approximately 48-72 Hours Prior to Incident)

The City of Grand Prairie, Texas – The potential for dangerous conditions is eminent for the City and its residents. The City is prepared and has a plan in place to immediately respond following the incident. Once dangerous conditions subside, and roads have been cleared of obstructions, residents should bring any debris to the public right-of-way for removal.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Residents should separate clean, vegetative debris (woody debris such as limbs and shrubbery) from construction and demolition debris. Do not mix hazardous material, such as paint cans, aerosol sprays, batteries, or appliances with construction and demolition debris. Household garbage, tires or roof shingles cannot be combined with any **INSERT INCIDENT** related debris.

Do not place debris near water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, residents should continue to push remaining debris to the public right-of-way for collection on subsequent passes. Residential debris drop-off locations may be available within the City. Check the City's Web site at **INSERT WEB SITE**, **INSERT SOCIAL MEDIA SITE(S)** for the location of these sites and the hours of operation or call **INSERT NUMBER**. The City website will also provide City office closure times/date (including garbage collection and City facilities). All reconstruction debris (debris resulting from rebuilding) is the responsibility of the homeowner. Those items must be dropped off at the **INSERT LOCATION**.

City of Grand Prairie residents are encouraged to stay indoors until the danger has passed. Please tune into local news channels for updated weather information.

####

For Immediate Release (Approximately 0-72 Hours Following Incident)

The City of Grand Prairie, Texas – The City is beginning its recovery process in the wake of **INSERT INCIDENT**. City residents are asked to place any **INSERT INCIDENT** related debris on the public right-of-way.

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Keep vegetative debris (woody debris such as limbs and shrubbery) separated from construction and demolition debris, as they will be collected separately. Bagged debris should not be placed on the public right-of-way, only loose debris will be collected. Any household hazardous waste, roof shingles or tires resulting from **INSERT INCIDENT**, may be eligible for removal and should be separated at the curb.

Do not place near water meter vault, fire hydrant or any other above-ground utility. Only debris placed on the public right-of-way will be eligible for collection until further notice.

If all debris is not picked up during the initial pass, please continue to push remaining debris to the right-of-way for collection on subsequent passes. Household garbage collection will resume to its normal schedule on **INSERT DATE AND TIME**. Please check the City's Web site **INSERT**

WEB SITE, INSERT SOCIAL MEDIA SITE(S) for additional information and updates on the debris removal process.

For more information, please call the City's debris hotline at **INSERT NUMBER**.

####

For Immediate Release (72 Hours Prior to Final Pass of Debris Removal)

The City of Grand Prairie, Texas. – Final preparations are being made for the third and potentially final pass for debris removal in the wake of **INSERT INCIDENT.**

City residents should have all **INSERT INCIDENT** related debris in front of their homes on the public right-of-way (the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement) no later than **INSERT DATE** to be eligible for pick-up.

The City will not be able to guarantee that debris placed on the public right-of-way after the specified deadline will be removed.

Residents should continue to separate vegetative debris (woody debris such as limbs and shrubbery) and construction and demolition debris. Do not place debris near water meter vault, fire hydrant or any other above-ground utility. Hazardous household chemicals such as paint cans and batteries may be deposited at the **INSERT LOCATION**.

You can follow the debris removal efforts in your neighborhood and the rest of the City by going to the City's Web site at **INSERT WEB SITE**, **INSERT SOCIAL MEDIA SITE(S)**, or by calling **INSERT NUMBER**.

####





Appendix F SAMPLE RIGHT-OF-ENTRY AGREEMENT

Appendix F

ROE Number:

RIGHT OF ENTRY AGREEMENT

City of Grand Prairie, Texas

I/We , the owner(s) of the property commonly _____, City of Grand identified as Prairie, Texas do hereby request aid in removing debris to prevent further damage to my/our property and therefore grant and give freely and without coercion, the right of access and entry to said property City of Grand Prairie, or the United States Government, its employees, agents, contractors, and subcontractors thereof, pursuant to all applicable laws for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless, City of Grand Prairie, State of Texas and the United States Government, their agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines and other utility lines located on the described property.

I/We (have , have not), (will , will not) receive(d) any compensation for debris removal from any other source including SBA, NRCS, private insurance, individual and family grant program or any other public assistance program. I will report any insurance settlements made to me or my family for debris removal on this property that has been performed at government expense. I am fully aware that an individual who fraudulently or willfully misstates any fact in connections with this agreement shall be subject to a fine of not more than \$10,000 or imprisoned for not more than one year or both.

STRUCTURAL DEMOLITION/REMOVAL

I/We (do _____, do not _____) request demolition and/or removal of unsafe structures on the described property, and upon request, certify that I/we have dwelling and/or appurtenant structures located on the property that are storm damaged to the extent to be unsafe, uninhabitable and beyond reasonable repair. If City of Grand Prairie debris removal program allows structural demolition and/or removal of unsafe structures by this request, I/we extend right of entry for such purpose. By this authorization I/we state all personal effects of value to me/us have been removed from the property. I/We understand that the City is not obligated to demolish or remove structures as part of the debris removal program, and that any structures that may be removed under the program are recognized to be unsafe.

For	the	considerations	and	purposes	set	forth	herein,	Ι	hereby	set	my	hand	this	0	lay	of
				, 20												

Owner Signature: Owner Signature:

Printed Name: Printed Name:

SAMPLE RIGHT-OF-ENTRY AGREEMENT

Address

Telephone

Witness (Signature/Printed Name):

Address: _____

Appendix G SAMPLE MEMORANDUM OF AGREEMENT

Appendix G

This Memorandum of Agreement, made and entered into this _____ day of _____ 2008, by and between (hereinafter "OWNER"), and the City of Grand Prairie (hereinafter "CITY") (collectively referred to hereinafter as "the Parties").

WHEREAS, the CITY has a debris management plan for the removal, reduction, and disposal of large volumes of debris from public property following large scale disasters; and

WHEREAS, pursuant to the CITY debris management plan, the CITY may or may not enter into an agreement with one or more contractor(s) to manage and operate the removal, reduction, and disposal of disaster generated debris depending on the severity of the incident; and

WHEREAS, OWNER is the owner of a tract of land in Grand Prairie, Texas (hereinafter "the Property"), more particularly described in Exhibit A attached hereto; and

WHEREAS, the CITY has identified the Property owned by OWNER as a suitable location for a Debris Management Site ("DMS"), to be used by the CITY in the event of a disaster necessitating debris removal, reduction, and disposal; and

WHEREAS, the CITY and the OWNER have agreed to cooperate toward establishment of a DMS to be used by the CITY, or its designees, in the event of emergency assistance efforts requiring debris removal, reduction, and disposal in Grand Prairie.

Now therefore, the Parties agree as follows:

I. PROPERTY

The Property, as shown and identified as DMS on Exhibit A, constitutes approximately acres available for DMS operations. The physical location of the site is: ______ and is a portion of property owned by OWNER identified as: ______ County Real Estate ID#:

II. TERM

Subject to early termination as permitted by Section V herein below, this Agreement shall be for a term of _______ from the date of the Agreement without regard to the Commencement Date (as hereinafter defined).

III. AGREEMENT

OWNER, subject to the terms and conditions set forth herein, hereby agrees to the use of the Property by the CITY for purposes of staging, storing, reducing, and properly disposing of disaster generated debris following a natural or man-made event.

IV. CITY OBLIGATIONS

- a. Obtain, or cause to be obtained, all required local, state, and federal permits for the operation of a DMS;
- b. Install, or caused to be installed, if necessary, a temporary access road (of gravel, graded dirt, or other temporary material) for access of debris hauling vehicles to the Property;
- c. Manage, or cause to be managed, the DMS during the entire period of CITY use;
- d. Remove, or cause to be removed, all debris, vehicles, equipment, and temporary structures located on the property which were placed thereon by the CITY, its employees, agents, contractors, subcontractors, and representatives;
- e. Restore, or cause to be restored, the property to the property's pre-use condition prior to the return of use of property to the OWNER;

- f. Perform, or cause to be performed, soil testing and abatement of any hazards created on the property as a direct result of CITY use as required under local, state, and federal law prior to the closing of the debris site and return of use of the property to the OWNER;
- g. Repair, or cause to be repaired, any damage to the property, including buildings and structures located on the property, caused as a direct result of CITY use of the property; in lieu of making or causing to make repair, the CITY may compensate OWNER for the cost of said repair upon agreement of both parties.

V. OWNER OBLIGATIONS

- a. Take no action that renders the Property unusable as a temporary disaster debris disposal site as determined by the CITY;
- b. Upon notification (either verbal or in writing) by the CITY of the CITY'S intent to make use of some or all of the Property as a DMS under the terms and conditions of this Agreement, to make as much of the Property as deemed necessary by the CITY immediately available to the CITY, and to immediately remove all personal property (including, but not limited to vehicles and equipment) from those portions of the Property identified by the CITY for use;
- c. Not interfere in any manner with CITY-controlled debris management operations during the period of the CITY'S use of the Property under the terms and conditions of this Agreement.

VI. COMMENCEMENT DATE

The CITY will initiate DMS operations immediately preceding an event anticipated to generate debris within the City, or immediately following an event that generated debris within the City. The CITY will activate this Agreement through verbal notification to the OWNER, followed by written notification transmitted by United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to OWNER. The "Commencement Date" shall be the date upon which notification is verbally provided by the CITY to OWNER.

VII. ASSIGNMENT

OWNER shall not sell or in any way assign, transfer, or encumber his control of the Property without prior written notification to the CITY.

VIII. COMPENSATION

The parties agree that no compensation will be rendered for the use of the Property by the CITY. The CITY, or its designee(s), shall be responsible for restoring the Property to its original state.

IX. DMS OPERATIONS

The CITY, or its designee(s), will establish, operate, and monitor Debris Management Site ("DMS") operations from the time of activation of this agreement through site restoration.

X. WORKING HOURS

Working hours for the DMS are only during daylight hours, seven days a week. Working hours may need to be adjusted to accommodate 24-hour operations depending on the severity of the incident.

XI. DEBRIS DISPOSAL

The CITY, or its designee(s), will properly, promptly and lawfully dispose of all waste, ash, and debris brought to or generated on the DMS.

XII. DEBRIS SOURCES

The debris stream entering the DMS may include debris generated in the unincorporated areas of the CITY, areas within neighboring municipalities, areas within County jurisdiction, and from road right-of-ways maintained by the Texas Department of Transportation (TxDOT). The CITY will coordinate with the TxDOT, the County and neighboring municipalities with

Appendix G

regard to debris disposal at the CITY-operated DMS. The intention of this Agreement is to create an arrangement where TxDOT, the County, and municipalities can deliver their debris to the DMS upon approval by the CITY, and does not necessitate individual agreements between the OWNER and each entity.

XIII. NOTICES

Any notice or demand which by any provision of this agreement is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage paid, and addressed to the following respective addresses:

XIV. INDEMNIFICATION

The CITY agrees to indemnify and hold harmless OWNER from any claims, causes of action, administrative proceedings, and any and all other legal claims directly arising out of or relating to any damage, injury, loss, or other actions or omissions taken by CITY, its employees, agents, contractors, subcontractors, and representatives as a direct result of the CITY'S use of the Property under the terms and conditions of the Agreement. The CITY shall not be liable for any damage, injury, loss, or other actions or omissions not taken by CITY, its employees, agents, contractors, subcontractors and representatives, including acts of third parties not operating at the direction of or under the control of CITY. Further, CITY shall not be liable for any injury, damage, or loss sustained by OWNER as a result of OWNER'S breach of the terms and conditions of this Agreement.

XV. TERMINATION

This Agreement shall be in effect from the last date written below until ______. This Agreement may be terminated by either party upon submission of a thirty-day advance written notice of termination. It is the intention of the Parties to discuss the renewal of this Agreement on an annual basis. Such renewals, if mutually agreed upon, shall be evidenced by an executed Supplemental Memorandum of Agreement. The Parties may choose to negotiate new or changed terms at the time of renewal.

OWNER:

CITY:

XVI. ENTIRE AGREEMENT

The OWNER and the CITY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by facsimile signatures. Unless and until further modified, this agreement shall consist of this document and the following attachments or addenda: Exhibit A

XVII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of Texas.

This Agreement shall be effective on the date of the last signature below. Jurisdiction in witness whereof, the Parties have each executed this Agreement, this the ____ day of _____, 2008.

OWNER

SAMPLE MEMORANDUM OF AGREEMENT

B	Y	:	

(Signature)

(Print Name)

(Title)

DATE:

CITY OF GRAND PRAIRIE

BY:

(Signature)

(Print Name)

(Title)

DATE:

WITNESS

BY:

(Signature)

(Print Name)

(Title)

DATE:

Appendix H ZONE MAP





Appendix I OPEN LANDFILL SITES

Appendix I

	Site Name	Туре	Market	Operator	Location/Phone
1	Hunter Ferrell Landfill	1	Municipal solid waste	City of Irving	200 West Hunter Ferrell Road Irving, TX 972-721-8059
2	City of Grand Prairie Landfill	1	Municipal solid waste	City of Grand Prairie	1102 MacArthur Blvd. Grand Prairie, TX 972-287-8157
3	City of Arlington Landfill	1	Municipal solid waste, e- waste, appliances, scrap metal	Republic Services	800 Mosier Valley Road Euless, TX 76040 817-354-2300
4	Lewisville Landfill	4	Construction and demolition, concrete, asphalt	Republic Services	801 East College Street Lewisville, TX 972-436-4217
5	Camelot Landfill	1	Municipal solid waste, construction and demolition, concrete, medical waste, asphalt, contaminated soil.	City of Farmers Branch	580 Huffines Blvd Lewisville, TX 75067 972-492-3888
6	DFW Recycling and Disposal Facility	1	Municipal solid waste	Waste Management	1600 S Railroad St, Lewisville, TX 75057 (972) 316-2276
7	Fort Worth Southeast Landfill	1	Municipal solid waste	Republic Services	6288 Salt Rd Fort Worth, TX 76140 (817) 478-6462

 Table 1

 Potential Final Disposal Locations

Table 2 Recycling Resources

	Site Name	Market	Operator	Location/Pnone
1	City of Arlington Landfill	Municipal solid waste, e-waste, appliances, scrap metal	Republic Services	800 Mosier Valley Road Euless, TX 76040 817-354-2300
2	Living Earth Arlington	Tree limbs, brush, leaves, grass clippings, wood chips, animal manure, wood wastes, and sawdust.	Living Earth	800 Mosier Valley Road Euless, TX 76040 (214) 251-6957
3	Living Earth Southeast Fort Worth	Tree limbs, brush, leaves, grass clippings, wood chips, animal manure, wood wastes, and sawdust.	Living Earth	6288 Salt Rd Forest Hill, TX 76140 (214) 783-6055
4	United Electronic Recycling	Computers, network and communications equipment, TVs, monitors. wires, cables, household appliances, microwaves, and batteries. Note: Refrigerant must be	United Electronic Recycling	505 Airline Dr Coppell, TX 75019 (855) 837-8326

DEBRIS MANAGEMENT CHECKLISTS

	Site Name	Market	Operator	Location/Pnone
		removed from appliances prior to acceptance.		
5	DFW Reclaimers, Inc.	Computers, laptops, servers, printers, monitors, telecommunications equipment, wires, cables, audio visual equipment, household appliances (refrigerant recovery fee applies if refrigerant to be removed)	DFW Reclaimers, Inc.	6016 Denton Highway, Suite 400 (Rear Warehouse) Watauga, TX 76148 817-291-1067

Figure 1 Regional Landfills, Transfer Stations, and Citizen Collection Stations



Appendix J HEALTH AND SAFETY STRATEGY

Health and Safety Strategy

Purpose

The purpose of this health and safety strategy is to provide guidance regards to debris removal activities for the City of Grand Prairie, Texas (City). Ultimately, health and safety are the responsibility of City staff and contracted parties involved in debris removal activities. This document will outline some of the general steps necessary to provide a safe work environment for monitoring firm and debris removal contractors' employees. In addition, this document will identify some representative work hazards and the appropriate measures to reduce risk of injury.

1.0 Dissemination of Information

City staff with responsibilities in debris management as well as monitoring firm and debris removal contractors' project managers will be provided with this document and will be expected to disseminate the information and guidelines to their respective personnel. A copy of the document should be available for consultation. In addition, elements of the document will be reviewed periodically during the project to increase worker awareness.

2.0 Compliance

The monitoring firm and debris removal contractors' project managers are responsible for health and safety compliance of their respective personnel and subcontractors. Any crews or individuals that are not compliant shall be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures will be dismissed from the project entirely.

3.0 Job Hazard Assessment

Though debris removal activities are fairly similar among events, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal workers. At a minimum, the following areas of focus should be considered as part of job hazard assessment:

- **Disaster Debris** Disasters that result in property damage typically generate large quantities of debris which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the region (e.g., terrain, climate, dwelling and building types, population, etc.) and the debris-generating event (e.g. type, event strength, duration, etc.). In addition, the disaster debris produces a host of uneven surfaces, which must be negotiated.
- Debris Removal Often the removal of disaster debris involves working with splintered, sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.

- Removal Equipment In most disasters, debris must be removed from the public rightof-way (ROW) to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.
- **Traffic Safety** The ROW is located primarily on publicly-maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road.
- Wildlife Awareness Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles and insects pose a hazard to debris removal workers.
- Debris Disposal After disaster debris is collected it is often transported to a Debris Management Site (DMS). Upon entry to a DMS, the monitoring firm will assess the volume of disaster debris being transported. The collection vehicle will then dispose of the disaster debris and the debris will be reduced either through a grinding operation or incineration. The DMS is a common area for injury. Response and recovery workers in this environment are more likely to be exposed to falling debris, heavy construction traffic, noise levels, dust and airborne particles from the reduction process.
- Climate Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be assessed.

4.0 Administrative and Engineering Controls

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. Some common administrative and engineering controls used in the debris removal process are:

Collection Operations

- Conduct debris removal operations during daylight hours only.
- Limit cleanup operations to one side of the road at a time.
- Limit collection work under overhead lines.
- Inspect piles before using heavy equipment to remove them to ensure that there are no hazardous obstructions.
- Make sure that all collection vehicles have properly functioning lights, horns and backup alarms.
- Load collection vehicles properly (not overloaded or unbalanced).
- Cover and secure loads, if necessary.
- When monitoring the collection process, stay alert in traffic and use safe driving techniques.

Power Tools

Inspect all power tools before use.

- Do not use damaged or defective equipment.
- Use power tools for their intended purpose.
- Avoid using power tools in wet areas.

Debris Reducing Machinery (Grinders/Wood Chippers)

- Do not wear loose-fitting clothing.
- Follow the manufacturer's guidelines and safety instructions.
- Guard the feed and discharge ports.
- Do not open access doors while equipment is running.
- Always chock the trailer wheels to restrict rolling.
- Maintain safe distances.
- Never reach into operating equipment.
- Use lock out/tag out protocol when maintaining equipment.

DMS/Disposal Operations

- Use jersey barriers and cones to properly mark traffic patterns.
- Use proper flagging techniques for directing traffic.
- Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
- Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
- Monitor towers must be surrounded by jersey barriers which protect the tower and monitors from being struck by inbound or outbound collection vehicles.
- Monitor towers should be located upwind from dust and particulate generating activities.
- A water truck should spray the site daily to control airborne dust and debris.

5.0 Personal Protective Equipment

Personal Protective Equipment (PPE) is the last resort to providing a safe working environment for workers. PPE does not eliminate or even reduce hazards as administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between the individuals and work place hazards.

Proper use of PPE includes using PPE for its intended purpose. For example, using the wrong type of respirator might expose the worker to carcinogenic particulates. Properly fitting the equipment to the user may require examination by a medical professional. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the equipment. In addition, improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer's instructions.

The following PPE may be applicable in standard ROW, Right-of-Entry (ROE), and vegetative and construction & demolition debris removal activities:

 Head Protection – Equipment designed to provide protection for an individual's head against hazards such as falling objects or the possibility of striking one's head against low hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection – Protective Headwear for Industrial Workers – Requirements."

- Foot Protection Equipment designed to provide protection for an individual's feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, "American National Standard for Personal Protection Protective Footwear."
- Hand Protection Equipment designed to provide protection for an individual's hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces.
- Vision/Face Protection Equipment designed to provide protection for an individual's eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection." Again, the proper eye/face protection necessary is dependent upon the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper.
- Hearing Protection Equipment designed to provide protection for an individual's hearing against prolonged exposure to high noise levels. According to OSHA, the permissible level of sound is an average of 90 decibels over the course of an eight (8) hour work day. Above the sound exposure level, hearing protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, "American National Standard Practice for Personal Protection Hearing Protection."
- Respiratory Protection Equipment designed to provide protection for an individual's respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to protect the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection requires a qualitative fit test and in some cases a pulmonary fit test by a licensed medical professional.

6.0 PPE Debris Removal Activity

PPE requirements are made based upon the results of the job hazards assessment. The following list of PPE is organized by debris removal activity and is meant to be a representative list. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use appropriate skin protection (breathable clothes, light colors, sunscreen, etc.). Ultimately, the selection of PPE is the responsibility of the monitoring firm and debris removal contractors' project managers.

Debris Collection Monitoring

The hazards of disaster debris collection monitoring include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe and shank if required); and
- Long pants.

Debris Disposal Monitoring

The hazards of disaster debris disposal monitoring include, but are not limited to: struck by or caught in/between vehicles, falls or trips on stairs or uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe if required);
- Long pants; and
- Hard Hat.

Debris Removal

The hazards of disaster debris removal include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and airborne debris. In addition, PPE requirements include:

- Reflective vest
- Vision and hearing protection
- Foot protection (rugged shoes or boots, steel toe and shank if required)
- Long pants

Debris Disposal and Reduction

The hazards of disaster debris disposal and reduction include, but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest
- Foot protection (rugged shoes or boots, steel toe if required)
- Vision and hearing protection
- Long pants
- Hard hat

Debris Cutting and Trim Work

HEALTH AND SAFETY STRATEGY

The hazards of disaster debris cutting and trimming work include but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from power tools, vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective vest
- Hand and foot protection (rugged shoes or boots, steel toe if required)
- Vision and hearing protection
- Long pants
- Gloves
- Hard hat

7.0 In the Event of Injury

In an emergency injury situation call 911 immediately or transport the injured worker to the emergency room. If the injury is not an emergency, provide first aid to the level of your training and ability and seek medical care as needed.

City employees should report the injury to their supervisor or the Human Resources Director.

Contractors should report any injuries to their supervisor and/or the project Safety Officer.

For additional information regarding health and safety requirements, please contact your supervisor.

Appendix K DEBRIS CONTRACTOR CHECKLIST AND GUIDELINES

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

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

■ Tab A: 2 CFR Parts 200.317 – 200.326

Table 1: Disaster Debris Contract Checklist

Task	Responsibility	Completion Date
Pre-Disaster Tasks		
Solicit a request for proposals for disaster debris services (see Debris Hauler Sample Request for Proposals (Appendix D) for specific contract provisions).		
 The solicitation for prequalified contractors should include: Adequately defined scope of work All potential debris types Anticipated haul distances Potential size of debris events Hourly labor, equipment and material price schedule Performance bond requirements 		
 Qualify bidders by requesting documentation of the following: Licenses Financial stability Proof of insurance Bonding capability Description of related experience and capabilities including total verified cubic yards removed and processed References including jurisdiction name, point of contact, email address and phone number Description of health and safety plan including operation plan at debris management site(s). 		
Contractors that have been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) <u>should not be considered.</u> A complete list of federally disbarred contractors can be found in the System for Award Management (SAM) dataset at www.sam.gov. Check the status of prequalified contractors in the SAM database <u>at the</u> <u>time of the disaster</u> . Go to the SAM Database at https://www.sam.gov/portal/public/SAM/.		

Task	Responsibility	Completion Date
 Under the Search Records tab, enter a DUNS number, CAGE code or Business Name to search for the contractor you are interested in pre- qualifying. 		
 Note any exclusions listed for the contractor that may prohibit federal assistance for debris services. 		
 Print the screen with the results and file in records. 		
Ensure compliance with the jurisdiction's procurement procedures.		
Ensure compliance with applicable state and local procurement laws and regulations.		
Ensure compliance with federal procurement laws and standards identified in 2 CFR 200 (see Tab A).		
Ensure competition (see the provisions in Section 200.319 Competition in Tab A for specific requirements regarding competition).		
Provide a clear and definitive scope of work.		
Develop a cost analysis to demonstrate cost reasonableness for any contract or contract modification where price competition is lacking.		
Ensure opportunities for minority and women-owned businesses and firms whenever possible. Require prime contractors to utilize minority and women-owned businesses as scope allows per the provisions laid out in 2 CFR 200.		
Document the process and rationale the jurisdiction followed in making procurement decisions.		
The jurisdiction's legal counsel should conduct a review of the procurement process and any potential contracts to be awarded to ensure compliance with all federal, state, and local requirements.		
Establish procedures to address protests and disputes related to contract awards.		
Compile all documentation related to the procurement and file in a secure location that can be accessed for future review.		

PROCUREMENT STANDARDS

§200.317 Procurements by states.

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

§200.318 General procurement standards.

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

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

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

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

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

(e) To foster greater economy and efficiency, and in accordance with efforts to promote costeffective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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

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

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

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

(i) The actual cost of materials; and

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

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

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

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

§200.319 Competition.

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

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

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

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

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

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

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

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

§200.320 Methods of procurement to be followed.

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

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

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

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

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

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

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

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

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

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

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

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

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

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

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

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

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

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

(e) [Reserved]

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

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

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

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

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

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

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

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

(b) Affirmative steps must include:

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

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

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

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

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

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

§200.322 Procurement of recovered materials.

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

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

§200.323 Contract cost and price.

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

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

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

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

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

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

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

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

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

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

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

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

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

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

§200.325 Bonding requirements.

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

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

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

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

§200.326 Contract provisions.

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

Appendix L CITY PURCHASING POLICY



CITY OF GRAND PRAIRIE Purchasing Policy & Procedure Manual

Revised October 2022

TABLE OF CONTENTS

INTRODUCTION	5
Purpose	5
Code of Ethics	5
STATEMENT OF POLICY	6
STATUTORY AND LEGAL REQUIREMENTS	7
State Law	7
City Laws and Policies	8
Activities to Avoid	9
TAX EXEMPTION STATUS	10
DUTIES AND RESPONSIBILITIES IN THE PURCHASING PROCESS	11
Purchasing Division Responsibilities	11
Department Responsibilities	11
DEPARTMENT BUYER & REQUESTOR RESPONSIBILITIES	12
Department Buyers	12
Department Requestors	12
PURCHASING PROCEDURES	13
Selecting a Procurement method	13
Timeline	14
Purchases - Under \$3,000	14
Purchases – \$3,000 to \$49,999	15
Purchases - \$3,000 to \$49,999 (Cooperatives, Interlocals, Annual Contracts)	16
Purchases \$50,000 +	17
Purchases \$50,000 + (Cooperatives, Interlocals, Annual Contracts)	
OTHER PURCHASING PROCEDURES	20
Professional / Personal Services (Texas Government Code 2254)	20
Professional Services / Personal Services procedure - AD 10 (Under \$50,000)	20
Professional Services / Personal Services procedure - AD 10 (\$50,000 +)	21
Sole Source Purchase (Local Government Code 252.022)	22
Procedure for Sole Source Purchases	22
Emergency Purchases (Local Government Code 252.022)	23
Procedure for Emergency Purchases during normal operation hours (M-F 8am-5pm):	23
Procedure for emergency purchases outside normal operation hours:	23

PAYMENT METHODS	24
Petty Cash	24
Procurement Card	24
Check Request Form	24
Requisitions	25
Purchase Order	25
Purchase Order Procedure	26
RECEIVING & INSPECTING GOODS OR SERVICES	26
City Departments shall inspect and verify the following:	26
Failing Inspection	26
Receipt of Goods	26
Contracts	27
Contract Definitions	27
Contract Procedure	27
FEDERAL & STATE GRANT PURCHASES	28
GENERAL BID/PROPOSAL REVIEW PROCEDURES	29
Pre-bid Meeting	29
Receipt of Sealed Bids / Proposals / Qualifications	29
Bid Modifications	30
Perceived errors in bids / missing documents	30
Bid Evaluation	30
Requests for Best and Final Offers (BAFO)	31
Bid Award	31
Bid Rejection	32
All rejections for solicitations over \$50,000 (either one-time or cumulative) must be rejected by City Cou	
prior to issuing a new solicitation.	32
Bid Documentation	33
GENERAL VENDOR REQUIREMENTS & PROCEDURES	
Bond Requirements	34
Bid Bonds	34
Performance Bonds	34
Payment Bond	34
Maintenance Bond	35
Workers Compensation Insurance	35

Liability Insurance
Vendor Protests
Post-Award Debriefing
Debarred Vendor Policy
DISPOSITION OF SURPLUS PROPERTY
PURCHASING RESOURCES
PURCHASING FORMS
Attachment A – Emergency Purchase Form (Click to Open Form)44
Attachment B – Sole Source Purchase Justification Form (Click to Open Form)45
Attachment C – Example Vendor Sole Source Letter46
Attachment D – Professional / Personal Service Approval Form (click here to open)47
Attachment E - Disaster Preparedness GSA Purchase Justification Form (click here to open form
Attachment F – Vendor Debarment Request Form(click here to open)
Attachment G – How to Find Historically Underutilized Businesses ('HUB')
Attachment H – Grant Integrity Policy
Attachment I – Letter of Request for Best and Final Offer
GLOSSARY OF TERMS

INTRODUCTION

PURPOSE

The preparation of this purchasing manual is to inform and instruct each city department, division, and staff of the many procurement methods. And the duties and responsibilities of all those involved in the purchasing process. The purchasing manual applies to all procurement activities for the City of Grand Prairie. The City shall administer all procurement activities for the City following the provisions of this manual with the express intent to promote transparency and fair conduct in all aspects of the procurement process.

CODE OF ETHICS

By participating in the procurement process, employees of the City of Grand Prairie agree to:

- Adhere to the standards of conduct as outlined in the <u>City Code of Ordinances Article IV</u>, <u>Section 2-63</u>
- Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- Refrain from any private business or professional activity that would create a conflict between personal interests and the city's interest.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the
 acceptance of gifts, entertainment, favors, or services from present or potential suppliers
 that might influence or appear to influence purchasing decisions.
- Never discriminate unfairly by dispensing special favors or privileges to anyone, whether as payment for services or not; and never accept for themselves or for family members, favors or benefits under circumstance which reasonable persons might construe as influencing the performance of governmental duties.
- Handle confidential or proprietary information belonging to employers or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- Never use any information gained confidentially in the performance of governmental duties as a means of making a private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Know and obey the letter and spirit of laws governing the purchasing function
- Uphold these principles, ever conscious that public office is a public trust.

STATEMENT OF POLICY

The City of Grand Prairie's policy is to conduct procurement activities in ethically, efficiently, and transparently, ensuring adherence to federal, state, and local laws that govern municipal government procurement activities. The city's procedures used to carry out this policy will provide open and fair competition that achieves the best value for the City in the procurement of goods and services; the procedures outlined in this book mirror federal, state, and local laws and best practices. Purchase approval for the city rests with the City Council for purchases of \$50,000 or more. The City Manager is authorized to approve purchases goods and services below \$50,000

The Purchasing Division is here to assist each department manager, division manager, and staff in procuring goods and services at the best possible value within federal, state, and municipal purchasing laws. Purchasing plays, a crucial role in ensuring compliance with this policy manual, federal, state, and local laws, and providing the necessary training to city departments to ensure compliance. This manual cannot address every situation. When an unusual situation occurs or a complex legal problem arises, the City Manager, or his designee, may approve exceptions to this Policy when in the city's best interests, so long as the proposed exceptions are consistent with local, state, and federal laws.

STATUTORY AND LEGAL REQUIREMENTS

STATE LAW

- 1. Local Government Code, Chapter 176 pertains to the regulation of conflicts of interest.
- Local Government Code, Chapter 252 pertains to purchasing and contracting authority of municipal governments. Key items of note included in this chapter: competitive bidding requirements, exceptions to competitive bidding, public notice requirements, awarding bids, awards based on best value criteria, and change orders.
- Local Government Code, Chapter 271 pertains to purchasing and contracting authority of municipal governments. Key items of note included in this chapter: purchase of personal property, public works contract bid and advertisement requirements, public works contract award, cooperative purchasing, local preference, design-build procedures for civil works projects.
- 4. Local Government Code, Chapter 302 pertains to energy savings performance contracts for local governments.
- 5. <u>Texas Government Code, Chapter 552</u> pertains to the public nature of purchasing documents of every type.
- Texas <u>Government Code</u>, <u>Chapter 791</u>, pertains to intergovernmental relations. Key items of note included in this chapter: authority of local governments to contract together, authority to utilize another local government's contract or state contract, and authority for joint projects.
- 7. <u>Texas Government Code, Chapter 2252</u> pertains to state and local contracts. Key items of note included in this chapter: non-Texas bidder reciprocity requirements.
- 8. Texas <u>Government Code, Chapter 2253</u> pertains to state and local contracts. Key items of note included in this chapter: performance and payment bond requirements, liability issues, and retainage.
- Texas <u>Government Code</u>, <u>Chapter 2254</u> pertains to contracts for professional and consulting services.
- 10. <u>Texas Government Code</u>, <u>Chapter 2267</u> pertains to public / private partnerships to develop projects as outlined in the statute.

- Texas Government Code, Chapter 2269 pertains to contracting procedures for construction projects. Key items of note included in this chapter: Alternative bidding methods for construction projects - competitive bidding, competitive sealed proposal, construction manager agent, construction manager at risk, and design-build.
- 12. Attorney General Opinions, AG opinions that provide guidance on purchasing laws.

CITY LAWS AND POLICIES

- 1. Minimum Insurance Standards provides insurance requirements.
- 2. <u>Professional Services Contracts</u> provides requirements for the selection of professional and personal services. Departments must follow the procedure outlined in AD10 in the selection, award, and contract management of professional and personal services.
- 3. City Charter Article VIII Section 3, grants authority to the City Manager to sign contracts.
- 4. Code of Ordinances Chapter 1-26, covers contract term limits.
- 5. <u>Code of Ordinances Chapter 2-54.4.</u> e, grants authority to the City Manager to make expenditures and sign contracts up to an amount authorized by resolution of the City Council.
- 6. Code of Ordinance Chapters 2-61 conflict of interest
- 7. Code of Ordinances Chapter 2-63 2-65, standards of conduct.
- Code of Ordinances Chapter 11-15, provides for the sale of abandoned vehicles by the Police Department.
- 9. Code of Ordinances Chapter 11-16, disposition of pistols and illegal weapons.
- 10. <u>Code of Ordinances Chapter 11-17</u>, provides the rules and procedures governing the disposition of unclaimed and surplus property.
- 11. Code of Ordinances Chapter 11-19, Copies of city-prepared plans.
- 12. Financial Management Policy Chapter 7 Section E-F outlines criminal penalties and briefly addresses professional services.

ACTIVITIES TO AVOID

Local Government Code 252.062 states there are criminal penalties for not following state law by making purchases that circumvent state law and procedures, whether intentional or not. State law specifically identifies the following activities as punishable by a Class B misdemeanor:

- 1. Component Purchases purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase to avoid bid requirements.
- 2. Separating purchases purchases made separately of items that in normal purchasing practices would be purchased in one purchase to avoid bid requirements.
- 3. Sequential purchases purchases made over a period of time that in normal purchasing practices would be purchased in one purchase to avoid or appear to avoid bid requirements.

Local Government Code 252.061 identifies that any contract entered into that was awarded not following state purchasing laws is void and can be contested by any person who submitted a bid or any property tax-paying resident of the municipality.

TAX EXEMPTION STATUS

The City of Grand Prairie is exempt from all Federal Excise Tax and the State of Texas Sales Tax, excluding Hotel Occupancy Tax (HOT). The purchase order serves as the required exemption certificate for tax exemption. The Purchasing Division will issue other exemption certificates as required.

Section 151.309 of the Texas Tax Code ("TTC"), as amended, provides that "taxable items sold, leased, or rented to, or stored, used or consumed by" a city or other political subdivision of the state of Texas are "exempt from the taxes imposed" under Chapter 151 of the TTC.

Section 151.355 of the TTC and Code 3.318 of the Texas Administrative Code provide a State Sales and Use tax exemption for equipment, services, and supplies used to construct and operate a regional water supply or wastewater system.

Section 151.311(a) of the TTC, as amended, provides that "The purchase of tangible personal property for use in the performance of a contract for an improvement to realty for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the tangible personal property is incorporated into realty in the performance of the contract." Sections 151.311 (b)(1) and (2) of the TTC, as amended, further provide that "The purchase of tangible personal property, other than machinery or equipment and its accessories and repair and replacement parts, for use in the performance of a contract for an improvement to realty for an exempt organization is exempted under Section 151.309 or 151.310 of this code is exempt if the tangible personal property is: (1) necessary and essential for the performance of the contract; and (2) completely consumed at the job site." Sections 151.311 (c) of the TTC further provides that "The purchase of taxable service for use in the performance of a contract for an improvement to realty that is performed for an organization exempted under Section 151.309 or 151.309 or 151.310 of this code is exempt if the service is performed of a contract for an improvement to realty that is performed for an organization exempted under Section 151.309 or 151.310 of the TTC further provides that "The purchase of taxable service for use in the performance of a contract for an improvement to realty that is performed for an organization exempted under Section 151.309 or 151.310 of this code is exempt if the service is performed at the job site and if: (1) the contract expressly requires the specific service to be provided or purchased by the person performing the contract; or (2) the service is integral to the performance of the contract."

DUTIES AND RESPONSIBILITIES IN THE PURCHASING PROCESS

PURCHASING DIVISION RESPONSIBILITIES

- Assist city departments as requested in developing bid and proposal packets, including specifications, pricing sheet, required terms and conditions, insurance, and bonds.
- Solicit <u>all</u> formal bids and solicit informal bids as requested.
- Post all legal advertisements for sealed bids/proposals and contact potential vendors on the CMBL and city listings.
- Answer questions related to bids, coordinate communications between the department and bidders, receive and open bids at the indicated time, and tabulate bid results.
- Review all purchases over \$3,000 to ensure compliance with applicable purchasing laws, compliance with the specification, compliance with cooperative contracts, and all vendor requirements.
- Prepare and submit City Council Communications for purchases that benefit multiple departments and assist in the development for individual department awards.
- Review City Council items for purchases to ensure compliance with purchasing laws.
- Create formal contracts for price agreements and provide to vendors for signature.
- Maintain documentation for all aspects of the bid/proposal process and contract award.

DEPARTMENT RESPONSIBILITIES

- Solicit informal bids (purchases \$3,000 to \$49,999)
- Enter requisitions into the ERP system in adherence with this manual, **PRIOR** to placing an order.
- Enter requisitions for all contracts approved by the City Manager or City Council at time of contract execution.
- Assist the Purchasing Division with specifications that require a technical background.
- Adhere to this policy manual and federal, state, and local statutes for procurement.
- Allow an appropriate amount of lead time to procure goods or services.
- Evaluate bids and proposals for compliance with specification, evaluate bids based on the criteria defined in the specification and make recommendations for award.
- Prepare and submit City Council items for purchases that pertain specifically to their department.
- Create formal contracts (when necessary) and provide to vendor for signature.
- Receive and inspect purchased goods and services.

DEPARTMENT BUYER & REQUESTOR RESPONSIBILITIES

DEPARTMENT BUYERS

- Adhere to City Policy as outlined in the City's Procurement Manual
- Adhere strictly to the City's Ethics requirements
- Allow for adequate time in the procurement process for all parties by planning ahead
- Provide all required documentation to your Department Requestor and the Purchasing Division in a timely manner
- When a Purchase Order is required, request <u>PRIOR</u> to placing an order with the vendor for services / goods
- Attend annual Purchasing training offered by the Purchasing Division as required

DEPARTMENT REQUESTORS

- Adhere to City Policy as outlined in the City's Procurement Manual
- Adhere strictly to the City's Ethics requirements
- Create Requisitions that adhere to City policy
- Ensure proper documentation is forwarded to the Purchasing Division for any purchase \$3,000 +
- Ensure Department Buyers are receiving purchase orders **PRIOR** to placing orders
- If assigned, "receive" orders for orders of goods placed through The ERP system

PURCHASING PROCEDURES

Purchasing procedures in this manual reflect the methods and requirements as outlined in federal, state, and local law. These procedures help ensure the city receives the best value in all purchases while maintaining an efficient, legal, fair, and transparent process. Purchasing requirements are outlined below for anticipated dollar amounts.

SELECTING A PROCUREMENT METHOD

IF THE COMMODITY OR SERVICE:	THEN:
ls an Under \$3,000 purchase	Purchase according to the procedures for <u>Purchases Under \$3,000</u> as outlined on page 14.
Is available on a current Annual Contract, Cooperative Contract, or Interlocal Agreement	 Purchase according to the procedures for the \$3,000 to \$49,999 (Coops, Interlocal, Price Agreements) on page 16. or \$50,000 (Coops, Interlocal, Price Agreements) on page 18.
ls a purchase from \$3,000 to \$49,999 (No Price Agreement, Coop, Interlocal available)	Purchase according to the procedures for <u>Purchases \$3,000 to \$49,999</u> as outlined on page 15.
ls a purchase \$50,000 + (No Price Agreement, Coop, Interlocal available)	Purchase according to the procedures for <u>Purchases \$50,000 +</u> as outlined on page 17-19.
Is a Capital Project	Purchase according to the procedures for <u>Purchases \$3,000 to \$49,999</u> as outlined on page 15OR- <u>Purchases \$50,000 +</u> as outlined on page 17-19. See <u>Federal and State Grant procedures</u> if using federal or grant funding page 28.
Is a Professional Service	Purchase according to the <u>professional service</u> <u>procedure</u> as outlined on page 21.
Is a Grant or Federally Funded Purchase	Purchase according to granting agency's requirements. See the <u>Federal and State Grant</u> <u>Purchases section</u> on page 28.
Is a Sole Source Purchase	Purchase according to the <u>sole source procedure</u> as outlined on page 22.
Is an Emergency Purchase	Purchase according to the <u>emergency</u> <u>purchasing procedure</u> as outlined on page 22.

TIMELINE

Purchasing activities range in time requirements depending on the cost and the complexity of the purchase. Proper planning is critical to ensure the City can purchase at the desired time, following the correct procedures within the time requirements often imposed by State law. The following timetables should give a general idea of the time to make purchases:

- 1. Under \$3,000 Same day.
- 2. \$3,000 to \$49,999 Same day up to 2 weeks depending on complexity and cost.
- 3. \$50,000 and up 4 weeks or more depending on complexity.

PURCHASES - UNDER \$3,000

- Purchases under \$3,000 do not require the City to obtain multiple quotes; however, the department should solicit at least two quotes to ensure the City gets the best value. When possible, the city department should contact local Grand Prairie vendors to obtain quotes. The Procedures are outlined below for under \$3,000 purchases: The Department identifies a need to purchase a good or service.
- 2. Department obtains one or more quotes from potential vendors through email request or phone requests.
- 3. Department selects the quote that meets the department's needs.
- 4. Department places order. (if using a PO; the PO must be issued prior to placing the order)
- 5. Department makes payment using one of the following methods:
 - a. Petty Cash (up to \$50)
 - b. Procurement Card
 - c. Purchase Order (issue prior to placing the order)
 - d. Check Request

PURCHASES - \$3,000 TO \$49,999

(Procedure when a cooperative vendor, interlocal agreement, or Annual Contract <u>is not</u> <u>available</u>)

Purchases between \$3,000 and \$49,999 require the city to obtain three (3) quotes, two of which must be from a Historically Underutilized Business (HUB) as listed on the State of Texas HUB listing and one from a Grand Prairie vendor (when available). **Even if none are available, the department must attempt to gather three quotes from other available vendors.** The city department may obtain email, phone, or hard copy quotes. The Purchasing Division will assist in getting quotes when requested. The procedures are outlined below for purchases between \$3,000 and \$49,999:

- 1. Department identifies a need to purchase a good or service.
- 2. Department (Or Purchasing upon request) develops basic specifications. The specification should include the basic information for the purchase, such as: stating the required service or commodity, quantity needed, minimum acceptability of the good or service, acceptable timeline, due date, any other pertinent detail a vendor would need to know to provide an accurate quote. Department will provide the same specification to all solicited vendors.
- 3. Department (Or Purchasing upon request) obtains three quotes.
 - a. Two of the three quotes must be from Historically Underutilized Businesses ('HUB'). To obtain quotes from Historically Underutilized Businesses, use the <u>State's HUB listing</u>. The requirement for two HUB vendors is exempt if none exist within the county that the city resides. See Informal Bid Process Guide for instructions on how to use the HUB listing.
 - b. One of the three quotes must be from a Grand Prairie vendor if one is available. The requirement for one Grand Prairie vendor is exempt if none exists for the good/service. To identify Grand Prairie vendors, use the internet or a phone listing service.
- 4. Evaluate quotes to ensure they meet the specifications.
- 5. Award is made based on low-bid or best value (as identified in the specification).
- 6. Department enters a requisition within the ERP system and emails all backup documentation to Purchasing. In phone quotes, the Department will email Purchasing the vendors contacted, date, time, name of the representative, and quoted price using the Informal Quote Submission form.
- 7. The department manager approves the requisition; when applicable, IT, Fleet, or Accounting may need to approve, and then Purchasing
- 8. Purchase order is created and emailed to the department requestor and the department buyer.
- 9. Department provides the purchase order to the selected vendor.
- 10. Department makes payment using the following method after receipt of the good or service: a. Purchase Order

PURCHASES – \$3,000 TO \$49,999 (COOPERATIVES, INTERLOCALS, ANNUAL CONTRACTS)

(Procedure when using a cooperative contract, interlocal agreement, or Annual Contract)

Purchases using a cooperative contract, interlocal agreement, or Annual Contract do not require multiple quotes. A single quote can be obtained from the desired vendor when available on a cooperative contract (such as TXMAS, DIR, BUYBBOARD), an interlocal agreement (another local municipality whose city currently has a Master Interlocal Agreement), or a current Annual Contract. Some cooperative agreements, interlocal agreements, and price agreements have already established purchasing orders; check the Price Agreement Listing available on the Raving Fans Procurement page. The procedures are outlined for purchases for these agreements between \$3,000 and \$49,999:

- 1. Department identifies a need to purchase a good or service.
 - 2. Department (or Purchasing upon request) will utilize one of the following methods:
 - a. Review the current<u>Annual Contract Listing</u> to identify if there is already a contract in place for the service or commodity.
 - b. Search cooperative contracts utilizing the CoProcure website, (<u>TXMAS, Buy</u> <u>Board, Texas DIR, etc...</u>).
 - c. Contact DFW area cities to identify if another City has a contract for the required service or commodity that can be utilized (Master Interlocal List).
 - 3. Upon identifying a vendor that provides the good or service from one of the above methods the Department will do the following:
 - a. Get a Quote/Place order (Annual Contract)
 - b. Get a Quote that includes the name of the sponsoring agency and their contract number (cooperative contract & interlocal)
 - c. Get a copy of the contract (interlocal agreement)
 - d. Get a copy of the vendor's insurance.
- 4. Department enters a requisition within the ERP system and emails quote(s) to Purchasing.
- Purchasing reviews, the quote(s) to ensure compliance with the cooperative or other government agencies contract and to ensure a master interlocal agreement was approved. (Annual Contract exempt)
- 6. The department manager approves the requisition; when applicable, IT, Fleet, or Accounting may need to approve, and then Purchasing
- 7. The purchase order is created and emailed to the department requestor and the department buyer.
- 8. Department provides the purchase order to the selected vendor.
- 9. Purchasing will provide the purchase order to the cooperative agency.
- 10. Department makes payment using the following method after receipt of the good or service:
 - b. Purchase Order

PURCHASES \$50,000 +

(Procedure when an Annual Contract is not available)

Local Government Code 252.021 states before a municipality may enter into a contract that requires an expenditure of more than \$50,000 from one or more municipal funds; the municipality must:

- 1. Comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding or competitive sealed proposals.
- 2. Use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or
- 3. Comply with a method described by Chapter 2269, Government Code.

Purchases that are \$50,000 plus must use the competitive sealed proposal or competitive sealed bid process unless the purchase qualifies for one of the exemptions listed in the section <u>Other</u> <u>Purchasing Methods</u>. This process also applies to purchases for goods or services where a multiyear contract is needed, and when the total potential value of that contract over all optional renewals reaches or exceeds \$50,000. There are many different requirements involved in these types of purchases that range in complexity. Therefore, all purchases that could potentially meet or exceed this value must go through the Purchasing Division. Competitive sealed bids or competitive sealed proposals are the two methods to use.

Using the competitive sealed bid method when the requirements are clearly defined, negotiations are unnecessary, and the price is the primary determining factor for selection. Using best-value considerations with this method allows consideration for other factors. Using the competitive sealed proposal method when competitive sealed bidding is not practical or advantageous. Generally, this is when pricing is not the determining factor or multiple approaches to the project are possible, or the city will need to negotiate.

Competitive sealed bids and competitive sealed proposals procedure:

- 1. Department identifies a need to purchase a good or service.
- 2. Department contacts purchasing to notify of need and start the process.
- 3. Purchasing develops with the department's assistance a detailed specification that outlines all of the good or service specifics, identifies minimum acceptability of the good or service, acceptable timeline, identifies the terms and conditions for bidding/contracting with the City, and includes vendor requirements.
- 4. Purchasing advertises in the local newspaper and Public Purchase for the required time (14-21 days).
- 5. Purchasing emails notice to known potential bidders on internal city lists and the Texas Central Master's Bidder List (CMBL).
- 6. Sealed bids are received by a set date and time.
- 7. Open sealed bids at a set date and time. The bid opening may be either in person or virtual (this meeting is open to the public and Department).
- 8. Purchasing will review the sealed bids to ensure they meet the minimum specification requirements and provide a checklist verifying compliance.
- 9. Purchasing will develop a bid tabulation and responsive bidder list.

- 10. Purchasing will forward a copy of the received bids/proposals, bid tabulation, scorecard (when applicable), bid checklist, and responsive bidders list to the Department.
- 11. Department (or Purchasing upon request) will contact the references provided in the sealed bids/proposals.
- 12. Department will evaluate the bids/proposals (best value and proposal).
- 13. Department will make an award recommendation.
- 14. Purchasing will notify bidders of the anticipated award and City Council date no later than the published agenda date for the recommended award.
- 15. With the assistance of Purchasing, the Department will create a City Council Communication requesting City Council approval of the award.
- 16. City Council approval.
- 17. A contract is created and forwarded to the vendor, Legal, and CMO for signature.
- 18. Department enters a requisition within the ERP system.
- 19. Purchasing will issue a purchase order.
- 20. Department will provide the purchase order to the vendor.
- Department makes payment using the following method after receipt of the good or service:
 a. Purchase Order

PURCHASES \$50,000 + (COOPERATIVES, INTERLOCALS, ANNUAL CONTRACTS)

(Procedure when using a cooperative contract, interlocal agreement, or Annual Contract)

State law allows municipalities to utilize other agencies' contracts following the Local Government Code 271. The city must currently have a master interlocal agreement in place with that agency. Additionally, the city has over 260 price agreements for various services and commodities that city departments can quickly make purchases at competitive prices. Procurements made using a cooperative contract, interlocal agreement, or Annual Contract must follow the below procedure:

- 1. Department identifies a need to purchase a good or service.
- 2. Department contacts purchasing to notify of need and start the process.
- 3. Department (or Purchasing upon request) will utilize one of the following methods:
 - a. Search cooperative contracts utilizing the CoProcure website, (<u>TXMAS, Buy Board, Texas</u> <u>DIR, etc...</u>).
 - b. Contact DFW area cities to identify if another City has a contract for the required service or commodity that can be utilized (<u>Master Interlocal List</u>).
- 4. Upon identifying a vendor that provides the good or service from one of the above methods the Department will do the following:
 - a. Obtain a quote from the vendor(s) that includes the name of the sponsoring agency and their contract number (**cooperative**); choosing the best value for the City.
 - b. Get a Quote that includes the name of the sponsoring agency and their contract number (interlocal)
 - c. Get a copy of the contract (cooperative or interlocal agreement)
 - d. Get a copy of the Vendor's insurance
- 5. Department, with the assistance of Purchasing, will create a City Council Communication requesting City Council approval of the expenditure
- 6. City Council approval

- 7. A contract is created and forwarded to the vendor, Legal, and CMO for signature.
- 8. Department enters a requisition within the ERP system.
- 9. The requisition flows through the approval process (Special Approver, Dept. Manager, Purchasing)
- 10. Purchasing will issue a purchase order.
- 11. The Department requestor and the buyer will receive a copy of the purchase order through email.
- 12. Department will provide the purchase order to the vendor to place the order.
- 13. Purchasing will provide a copy of the purchase order to the Cooperative or Interlocal agency when required.
- 14. Department makes payment using the following method after receipt of the good or service: a. Purchase Order

OTHER PURCHASING PROCEDURES

PROFESSIONAL / PERSONAL SERVICES (TEXAS GOVERNMENT CODE 2254)

Procurement of personal and professional services is exempt from the sealed bidding procedure. Professional services include certified public accountant, architect, landscape architect, land surveyor, physician, optometrist, professional engineer, state-certified or licensed real estate appraiser, or registered nurse. Personal service is defined as a contract directly with a single individual (not a company) for a service. Award for professional services as stated below:

- 1. Based on demonstrated competence and qualifications to perform the services; this may be determined through the RFQ/RFP process or from previous relations with a firm(s); and
- 2. For a fair and reasonable price.

The professional fees under the contract may not exceed any maximum provided by law.

PROFESSIONAL SERVICES / PERSONAL SERVICES PROCEDURE - AD 10 (UNDER \$50,000)

- 1. Department identifies a need for a professional or personal service.
- 2. Department completes Professional Service Form (Attachment D).
- 3. Department develops a Request for Qualifications.
- 4. Send Request for Qualifications (RFQ) to potential vendors.
- 5. Qualifications are received back and opened at the indicated time.
- 6. Conduct evaluations and select the most qualified vendor for negotiation.
- 7. The Department will request a proposal from the selected vendor.
- 8. Department negotiates with the selected vendor to award contract.
- 9. If Department is unable to negotiate a satisfactory contract, the City shall formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract for a fair and reasonable price.
- 10. Department enters into a contract after the completion of the negotiation process.
- 11. Department enters a requisition into The ERP system and forwards a copy of the contract cover page to Purchasing when utilizing operating funds and Accounting when utilizing grant or capital project funds.
- 12. Upon approval of the requisition, a contract purchase order is created and provided to the department.
- 13. Department makes payment(s) using the following method after receipt of the good or service:
 - a. Purchase Order

PROFESSIONAL SERVICES / PERSONAL SERVICES PROCEDURE - AD 10 (\$50,000 +)

- 1. Department identifies a need for a professional or personal service.
- 2. Department completes Professional Service Form (Attachment D).
- 3. Department contacts purchasing to notify of need and provides the approved Professional Service Form.
- 4. Purchasing develops with the Department's assistance a detailed specification that outlines all of the specifics of the service, identifies the terms and conditions for contracting with the City, and includes vendor requirements.
- 5. Purchasing advertises in the local newspaper and electronically for the required time (14-21 days).
- 6. Purchasing will email notice to known potential bidders.
- 7. Sealed proposals or qualifications are received by a set date and time.
- 8. Open sealed proposals or qualifications at a set date and time. The opening may be inperson or virtual. (this meeting is open to the public and Department).
- 9. Proposals or qualifications are provided to the Department for evaluation along with a scorecard.
- 10. Department selects the most highly qualified vendor.
- 11. Purchasing request pricing from the selected vendor.
- 12. Department negotiates with the selected vendor to award contract.
- 13. If Department is unable to negotiate a satisfactory contract, the City shall formally end negotiations with that provider, select the next most highly qualified provider, and attempt to negotiate a contract for a fair and reasonable price.
- 14. Department will make an award recommendation.
- 15. Purchasing will notify bidders of the anticipated award and City Council date.
- 16. With the assistance of Purchasing, the Department will create a City Council Communication requesting City Council approval of the award.
- 17. City Council approval.
- 18. A contract is created and forwarded to the vendor, Legal, and CMO for signature Department enters a requisition into the ERP system and forwards a copy of the contract cover page to Purchasing when utilizing operating funds and Accounting when utilizing grant or capital project funds.
- 19. Upon approval of the requisition, a contract purchase order is created and provided to the department.
- 20. Department makes payment(s) using the following method after receipt of the good or service:
 - a. Purchase Order

SOLE SOURCE PURCHASE (LOCAL GOVERNMENT CODE 252.022)

Purchases available from only one supplier are exempt from bidding requirements. Sole source purchases must fit the criteria outlined below (Local Government Code 252.022). Purchases that do not fall within the below guidelines are **<u>not</u>** considered a sole source purchase and therefore must go through the normal purchasing process as outlined under the Purchasing Procedures section in this manual.

- 1. Items available from only one source because of patents, copyrights, secret processes, or natural monopolies.
- 2. Films, manuscripts, or books.
- 3. Gas, water, and other utility services.
- 4. Captive replacement parts or components for equipment.
- 5. Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
- 6. Management services provided by a nonprofit organization to a municipal museum, park, zoo, or another facility to which the organization has provided significant financial or other benefits.

PROCEDURE FOR SOLE SOURCE PURCHASES

- 1. Department identifies a need for a good or service.
- 2. Department develops specifications. (if applicable)
- 3. Department obtains a quote from a sole source vendor.
- 4. Department creates a requisition within The ERP system.
- 5. Requisition flows through the approval process (Special Approver, Dept. Manager, Purchasing)
- 6. Department contacts purchasing and submits <u>Sole Source Form (Attachment B)</u>, <u>vendor sole</u> <u>source letter (Attachment C)</u>, and quote.
- 7. Purchasing Manager Approval.
- 8. City Council Approval (\$50,000 +).
 - 9. A contract is created and forwarded to the vendor, Legal, and CMO for signature (\$50,000+) 10. After contract execution, Purchasing issues purchase order (if applicable)
- 9. Department requestor and department buyer will receive Purchase Order through email
- 10. Department to provide Purchase Order to the vendor to place the order.
- 11. Make payment using the following method after receipt of the good or service:
 - a. Purchase Order

EMERGENCY PURCHASES (LOCAL GOVERNMENT CODE 252.022)

- 1. Occasionally, there may be an emergency need where bidding is not practical due to time constraints and the City and residents' risk of making the purchase immediately. State law allows for emergency purchases under strict guidelines as outlined below (Local Government Code 252.022). For a purchase to qualify as an emergency purchase, it <u>must</u> fit one of the criteria below. Purchases that do not fall within the below criteria are not considered emergency purchases and therefore must go through the normal purchasing process as outlined under the <u>Purchasing Procedures</u> section in this manual. Departments can make Emergency purchases utilizing current Annual Contracts immediately and are exempt from the requirements below (these contracts were competitively bid and approved by City Council. A procurement is necessary because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or preserve the city's property.
- 2. A procurement that is necessary to preserve or protect the public health or safety of the municipality's residents.
- 3. A procurement is necessary because of unforeseen damage to public machinery, equipment, or other property.

PROCEDURE FOR EMERGENCY PURCHASES DURING NORMAL OPERATION HOURS (M-F 8AM-5PM):

- 1. Department obtains a quote from a vendor.
- 2. Department creates a requisition in the ERP system.
- 3. Department contacts Purchasing and provides the completed Emergency Purchase Form (<u>Attachment A</u>), and a copy of the quote(s).
- 4. Purchasing Manager Approval.
- 5. Deputy City Manager approval (\$50,000 +).
- 6. Purchase order is created and provided to the department.
- 7. Department has vendor perform work.
- Make payment using the following method after receipt of the good or service:
 a. Purchase Order
- 9. City Council ratification/approval of expenditure (\$50,000 +).

PROCEDURE FOR EMERGENCY PURCHASES OUTSIDE NORMAL OPERATION HOURS:

- 1. Department obtains quote from a vendor.
- 2. Deputy City Manager approval (\$50,000 +).
- 3. Department issues an emergency purchase order number using a purchase order provided on the list available on Raving Fans/Procurement <u>Emergency PO Log</u>
- 4. Department has vendor perform work.
- 5. Department submits requisition, completed emergency purchase form (Attachment A), and quote on the next workday (M-F).
- 6. Make payment using the following method after receipt of the good or service:
 - a. Purchase Order

PAYMENT METHODS

PETTY CASH

Minor items which cost up to \$50.00 may be purchased directly from the vendor and the cost reimbursed from petty cash upon presentation of the receipt. The Water Utilities desk at City Hall can provide petty cash reimbursement for city purchases. Additionally, several departments have petty cash funds. The employee must complete and submit a petty cash reimbursement form and a receipt to receive a refund.

PROCUREMENT CARD

Minor purchases for goods and services up to \$2,999 can be purchased using a City Procurement Card. City Procurement cards are available as approved by the P-Card Administrator, Purchasing Manager, and applicable Department Director. For additional information, see the Procurement Card manual as available on Raving Fans / Procurement.

CHECK REQUEST FORM

Purchases for items on the below exempt list do not require a purchase order. All of the below exemptions require completing the check request form available on M: drive (M: /Finance/Forms). Exempt item list:

- Utility/telephone bills
- Rental Payments
- Freight Bill
- Advertising
- Certification / Dues / Subscription
- Reimbursement
- Travel / Training
- Petty Cash Reimbursement
- Payment to State/Local Government
- Refund
- Exempt from bid laws (a purchase under \$3,000 is included)

REQUISITIONS

Requisitions are the first step in the purchase order creation process. Each Department has an assigned Requestor that is responsible for creating requisitions for your division/department. The requestor creates a Requisition within the ERP System. After a requisition is created and released, it flows through an approval process that includes your Department's Approver (typically the manager), Special Approvers (when the purchase is for Fleet or IT Items, or Capital items), and Purchasing (if the purchase is \$3k+). The following general guidelines apply to the creation of a requisition:

- Requisitions must match the quote
 - 4 lines on the quote = 4 lines on the requisition (unless it is for a service or contract)
 - o Do not include zero \$ lines
 - o Do not include shipping/freight charges (unless required by the vendor)
- Departments must create a requisition for ALL contracts and change orders that have a dollar tied to them; change orders less than \$3,000 may be emailed to the buyer to add to the existing PO.
- Requisitions for contracts should be created as follows:
 - Line 1 = "Contracted Services" (as an Amount Service type)
 - Line 2 = "Contingency" (as a Special type)
 - Line 3+ = "Change Order 1+" (as an Amount Service type)

Specific instructions on how to create a requisition are included in the "Requisition Process User Guide". The guide is located on the M Drive (M:\Purchasing\ Training).

PURCHASE ORDER

Purchases for goods or services that are not purchased with a procurement card and are not exempt require a City-issued Purchase Order. When a formal contract is not required as outlined in the contract section, the purchase order shall serve as the contract for the City. It shall be executed electronically by the Purchasing Manager and City Manager.

Employees can obtain a purchase order by requesting the department's assigned requestor to create a requisition off of a quote solicited from a vendor for a good or service. Requisitions flow through an approval process that includes the department manager and Purchasing. Additional approvers such as Fleet Services, Accounting, and IT may also have to approve the requisition depending on the type of purchase. After the purchase order is approved, the department requestor will receive a purchase order through email. Upon receipt of the purchase order, the department must provide the purchase order to the vendor to place the order.

PURCHASE ORDER PROCEDURE

- 1. The designated staff creates a requisition and sends through the approval process within the City's ERP System. For purchases \$3,000 and up staff provides all procurement backup to the Purchasing Division.
- 2. 26or purchases, \$3,000 and up, the requisition is reviewed and approved by the Purchasing Division
- 3. For purchases under \$3,000, the ERP system automatically creates the Purchase order. For purchases over \$3,000, the purchase order is created by the Purchasing Division.

RECEIVING & INSPECTING GOODS OR SERVICES

It shall be the responsibility of City Departments to inspect all items and services received to ensure good quality and compliance to specifications. Departments should check deliverables promptly and in the presence of the supplier or shipper whenever possible.

CITY DEPARTMENTS SHALL INSPECT AND VERIFY THE FOLLOWING:

- 1. That the quantity shipped is consistent with the amount ordered.
- 2. That the work performed, or items delivered match the specifications defined on the Purchase Order, Contract, or invoice.
- 3. Ensure that the vendor performed services or delivered products as detailed on the Purchase Order, Contract, or invoice to the Department's satisfaction.

FAILING INSPECTION

If the City Department identifies that the products/services failed inspection. The City Department will immediately contact the Vendor and request to promptly resolve the issue, whether by correcting faulty work or returning the products. The City Department should contact the Purchasing Office for assistance if the Vendor is not cooperative in remedying the outstanding issues.

RECEIPT OF GOODS

City Departments are responsible for physically receiving goods at the date, time and location as agreed between the City and the Vendor. City Departments are responsible for receiving all orders in the ERP system "Receiving Self Service" within one business day.

CONTRACTS

When requiring a formal contract for a service or commodity purchase, the vendor shall submit a certificate of insurance verifying insurance as mandated in Administrative Directive 6.

After executing the contract, the department is responsible for entering a requisition within the ERP system and forwarding a copy of the contract cover page to Purchasing (for operating funds) and Accounting (for grant or capital project funds). Purchasing will create a purchase order to encumber funding and allow for payments. The City requires formal contracts on the following purchases:

- All Purchases \$50,000+
- Purchases for construction services \$25,000+
- Any high-risk purchase \$25,000+
- When required by the vendor

CONTRACT DEFINITIONS

Construction services – services for building or modifying City facilities and physical infrastructure.

High-risk purchase – A high-risk purchase is a purchase that could cause significant financial or physical damage to people, facilities, or infrastructure. Examples of high-risk purchases include work directly affecting utilities, critical computer hardware/software, etc.

CONTRACT PROCEDURE

- 1. The City or department updates the contract template with the specifics of the intended procurement, or they may use the Vendor's contract.
- 2. The City provides a copy of the completed contract to the vendor for signature.
- 3. Vendor returns signed contract and insurance in compliance with Administrative Directive 6 and HB 1295 form (when City Council action is required).
- 4. Department Director or designated staff reviews contract to ensure a complete understanding of the terms and conditions prepares the contract cover page. They upload to the signed agreement, bid specifications, vendor's quote or bid, vendor's insurance, and Form 1295 (if applicable) as one document.
- 5. Submit the contract packet through the contract approval process for review and approval by the Purchasing Division, the City Attorney or designated staff, the City Manager, and the City Secretary's office.
- 6. After execution of the contract, the Department Director or designated staff creates a requisition within the City's financial system to encumber the funding and process payment.
- 7. The contract is filed in the City Secretary's repository

FEDERAL & STATE GRANT PURCHASES

Any purchase made using federal or state grant funding must adhere to that program's purchasing requirements. The grant recipient (department) must follow these additional requirements as outlined in the grant agreements. In the absence of requirements or when the granting agency requires following State or City requirements, grant purchases will adhere to this manual as outlined in the <u>Purchasing Procedure section</u> and <u>Other Purchasing Procedures section</u> of this manual. **Department's will be responsible for informing Purchasing of the requirements for their grants and working directly with their granting agency about questions specific to the procurement requirements.** Purchasing will assist the department in meeting grant requirements before approval of any requisition requests.

Federal grants always require compliance with <u>Title 2 of the Code of Federal Regulations (2 CFR</u> <u>200</u>) and a SAM.GOV check to verify debarred vendors from federal contracting. Federal grants do not allow for local preference in bid award.

Federal Transportation Authority (FTA) Purchases

FTA Purchases will adhere to the City of Grand Prairie FTA Administrative Manual.

Homeland Security Grant Purchases

Homeland Security Grant purchases will adhere to the <u>Office of Management and Budget</u> <u>Uniform Guidance</u> and any additional requirements as outlined in the grant agreement. Contracts must use the <u>DHS standard terms and conditions</u>. The Texas Department of Public Safety has issued the following information bulletin <u>SAA Information Bulletin dated June 29, 2012</u> which requires the use of <u>SAM.GOV</u> to verify a vendor is not disbarred and ineligible to contract.

GENERAL BID/PROPOSAL REVIEW PROCEDURES

PRE-BID MEETING

When required for sealed bids/proposals, Purchasing in conjunction with the department will conduct a pre-bid meeting with vendors.

Pre-bid meetings are a designated step in the advertisement for the bid or proposal. The ad for the proposal will identify the time, date, and location of the pre-bid and if it will be mandatory. Additionally, Purchasing will post the pre-bid information electronically.

Purchasing will provide an official pre-bid sign-in sheet and agenda. Saving all documentation with the bid file. Vendors must attend in cases where a pre-bid is mandatory, no later than 15 minutes after the official start time of the meeting to be considered present. Addendums for Questions & Answers

Purchasing will issue an official addendum on the date following the deadline for submission of questions. The addendum will include all inquiries received by phone, email, Public Purchase or other method and the City's response. The addendum will be added to Public Purchase and provided to all vendors on the vendor's list.

RECEIPT OF SEALED BIDS / PROPOSALS / QUALIFICATIONS

Purchasing will log in all solicitations received onto the Bid Log Sheet and store them in a secure location. Before bid opening, Purchasing will notate on the Bid Log Sheet date and time bids/proposals will open. The Buyer will save the Bid Log Sheet in the bid file. Bid / Proposal / Qualifications Opening

Bid/Proposal opening will be conducted at the stated time and location as advertised in the newspaper and as stated in the request for bid/proposal document unless modified through an official addendum. The bid/proposal opening is open for the requesting department, bidders, and general public to attend. Purchasing will open each sealed bid and read aloud the names of the companies who submitted responses. For sealed bids, the total amount of their submission. Only the Vendor names are read aloud for proposals. Late Submittals

Late bids will not be accepted and will be re-routed unopened back to the bidder. Purchasing must receive Bids/Proposals before the indicated time for bid opening as stated in the bid advertisement, Request for Bid/Proposal/Quote package, or addendum if extended. Initial Bid Review

Purchasing will review all bids submitted after the bid opening to ensure they meet the minimum requirements in the specification, ensure the vendor submitted all forms, including a bid bond (when required), and signatures are on required documents. Purchasing will indicate on a checklist that they completed this initial review. After the assessment, Purchasing will create a bid tabulation, scorecard template (when applicable), and responsive bidder list and forward it to the Department.

BID MODIFICATIONS

The vendor cannot modify bids after bid opening. During the initial bid review, should Purchasing see an error in the total price calculation, Purchasing will correct the total price using the unit price bid multiplied by the quantity stated in the bid document.

PERCEIVED ERRORS IN BIDS / MISSING DOCUMENTS

During the initial bid review, if Purchasing notices significant bid price discrepancies, they will contact the vendor to ensure their bid for that item(s) was correct. Ensure that they will hold those prices firm for the required period. Should the vendor admit the price was an error and is unwilling to keep the bid price, Purchasing will require the vendor to withdraw their bid. In general, submittals may be rejected and deemed non-responsive if there are missing documents. In cases where the missing documentation is not crucial in determining an award, the Purchasing Manager will have sole authority to accept submittal of missing documents which would not result in a vendor receiving an unfair advantage if submitted after opening.

BID EVALUATION

Before bid evaluation, Purchasing will speak with the Department and committee members (when applicable) to discuss the evaluation process and scoring methodology. Purchasing will be responsible for ensuring bids submitted are complete and meet the basic requirements outlined in the specification. Additionally, for best-value bids, proposals, and requests for qualifications, the buyer will serve as a non-voting member on evaluation committees (when able) to answer procedural questions for committee members and tally scores to determine vendor rankings.

REQUESTS FOR BEST AND FINAL OFFERS (BAFO)

In a Request for Proposal (RFP) process, the Purchasing Manager (or designee) and Evaluation Committee may decide to ask vendors to submit revised proposals or provide more information through the Best and Final Offer process. Best and Final Offers (BAFO) should be requested when proposals submitted are unclear or have minor deficiencies. You need additional information to decide or to clarify the requirements during the evaluation process. (See Exhibit R for sample) The Purchasing Manager (or designee) and Evaluation Committee decide which vendors to invite to submit their best and final offerors. The city shall request from all vendors offering proposals, or the Evaluation Committee may choose to "shortlist" and invite-only the top-scoring offerors determined to be reasonably susceptible for an award. The city must afford offerors fair and equal treatment concerning any opportunity for revision of proposals. Suppose only one offeror needs to provide additional information about the proposed solution. In that case, all other offerors determined to be reasonably susceptible for an award must be allowed to submit additional information. In the BAFO process, no material changes to the RFP requirements are allowed to impact a vendor's decision to submit a proposal. The Request for BAFO must provide vendors with instructions for preparing the BAFO response. The city shall indicate areas that need addressing. Establish a deadline for submission of BAFOs. The Purchasing Division must specify whether they will accept by sealed envelope or electronic submission (fax, email, electronic upload, etc.). The BAFO must indicate how the city will evaluate the revised proposals. Evaluation of BAFOs is an adjustment to the scores already awarded by the evaluation committee. After receiving BAFOs, the Purchasing Manager may conduct additional discussions with offerors. If an offeror does not submit a BAFO, its immediate previous offer will be considered its BAFO. There will be no consideration for unsolicited BAFO's. The Purchasing Agency must initiate the BAFO process. Sometimes it can be necessary to request more than one BAFO.

BID AWARD

Purchasing will work with the user Department to submit a City Council Communication. Once the City Secretary releases the published agenda, Purchasing will notify all vendors who submitted a bid/proposal of the intent to make an award and specify the City Council date.

After City Council approval, Purchasing will work with the Department to create a contract and provide it to the vendor for signature. After contract execution, the Department will enter a requisition in the ERP system, and Purchasing will issue a purchase order.

BID REJECTION

After opening the received bids/proposals and after initial review, the Department and Purchasing can reject all bids should one or more of the below criteria be met:

- 1. Inadequate or ambiguous specifications were cited in the bid.
- 2. Specifications were revised so significantly that a new bid is necessary.
- 3. The supplies or services are no longer required.
- 4. The bid did not provide for consideration of all factors of cost to the city.
- 5. The city's needs can be satisfied by a less expensive article differing from the solicitation.
- 6. All otherwise acceptable bids received are at unreasonable prices and exceed the department's estimated costs. The department determines that the bids appear to be excessive, or if only one bid is received, and the Department and Purchasing cannot determine the reasonableness of the bid price.
- 7. The bids were not independently arrived at in open competition, collusive, or submitted in bad faith.
- 8. The city received no responsive bid from a responsible bidder.
- 9. When the City deems a state, cooperative, or interlocal contract offers a better deal.
- 10. For other reasons, cancellation is clearly in the City's best interest.

Individual bids can be rejected if any of the following criteria are met:

- 1. A bid that fails to conform to the essential requirements of the specification.
- 2. An incomplete bid.
- 3. A bid that fails to conform to the delivery schedule or permissible alternates stated in the bid.
- 4. The Bidder makes exceptions or imposes conditions that would modify the bid requirements or limit the bidder's liability to the City.
- 5. A bid where prices for any line items are materially unbalanced.
- 6. Bid is from a debarred company.
- 7. A bid from a vendor that failed to attend a mandatory pre-bid (when required)

ALL REJECTIONS FOR SOLICITATIONS OVER \$50,000 (EITHER ONE-TIME OR CUMULATIVE) MUST BE REJECTED BY CITY COUNCIL PRIOR TO ISSUING A NEW SOLICITATION.

BID DOCUMENTATION

Purchasing will maintain all bid documentation in the City's document management system. Documentation will encompass the following items:

- 1. Bid submittals
- 2. Vendor correspondence
- 3. Internal correspondence
- 4. Original specifications
- 5. Original addendums
- 6. Advertisement
- 7. Completed bid tabulation, scorecard, bidders list, bid checklist
- 8. Sign in sheets for pre-bid (when applicable), bid log
- 9. Reputation surveys
- 10. Purchase order (if applicable)
- 11. Sole source documentation (when applicable) includes vendor sole source letter and sole source justification form
- 12. Emergency purchase documentation (when applicable) includes Emergency purchase form
- 13. Professional Services form (when applicable)

GENERAL VENDOR REQUIREMENTS & PROCEDURES

BOND REQUIREMENTS

The solicitation will clearly state all bond and insurance requirements. The City may require bonds and insurance above and beyond standards outlined in State law at its discretion. The following are the bonds that may be necessary depending on the scope of the procurement.

BID BONDS

Submission of Bid bonds should be five (5) percent of the total of the vendor's bid. The vendor can issue the amount in a cashier check, or a bond issued by a corporate surety company authorized to do business in the state of Texas and approved by the City Attorney's office. The City will return the bonds to the vendors after the award of the contract. The law does not require the City to request a bid bond, but they can when deemed in the City's best interest. <u>Bid Bond Form</u>

PERFORMANCE BONDS

A performance bond secures the entire performance and fulfillment of the contract as required by the plans, specifications, and contract documents. A <u>Performance Bond Form</u> is available on Raving Fans / Procurement.

Performance bond requirements:

- For public works contracts over \$100,000, a performance bond must be executed in the total amount and provided before contract execution. The City may elect to use performance bonds outside of statutory requirements when deemed in the City's best interest.
- For public works <u>price agreements</u> for services over \$100,000, a <u>performance bond</u> must be executed equal to the anticipated dollar amount of jobs/projects for the year and provided before work commences. New bonds will be requested as needed. The City may elect to use performance bonds outside of statutory requirements when deemed in the City's best interest.

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PAYMENT BOND

A payment bond is for the protection of vendors and subcontractors supplying materials or labor for a contract. It ensures payment to subcontractors if a prime contractor fails to pay its obligations. A <u>Payment Bond Form</u> is available on Raving Fans / Procurement.

Payment bond requirements:

- For a public works contract over \$50,000, a payment bond must be executed in the total amount of the contract and provided before contract execution. The City may elect to use payment bonds outside of statutory requirements when deemed in the City's best interest.
- For public works price agreements for services over \$50,000, a payment bond must be executed equal to the anticipated dollar amount of jobs/projects for the year and provided before work commences. New bonds will be requested as needed. The City may elect to use payment bonds outside of statutory requirements when deemed in the City's best interest.
MAINTENANCE BOND

A maintenance bond ensures satisfactory workmanship and quality of materials. The original contractor must furnish the bond for either fifty (50%) or one hundred (100%) percent of the total contract and could be in effect for one to two years after completion of the project and acceptance of the project by the city. There are no requirements for maintenance bonds under Texas State law. However, the City may include the condition in its specifications. A <u>Maintenance</u> Bond Form is available on Raving Fans / Procurement.

WORKERS COMPENSATION INSURANCE

The City requires Workers' compensation insurance for all service contracts with the minimum coverage set at statutory limits (typically \$500,000 to \$1,000,000) (Administrative Directive 6). The Vendor must provide a certificate of insurance to the City before contract execution. If an individual is a contractor and the only worker, Workers' compensation coverage is not required, but the contractor must complete and submit form DWC Form-005 to the City available through the <u>Texas Department of Insurance</u>. State law explicitly requires under Texas Labor Code 406.096 that any city building, or construction contract must require the general contractor to certify compensation insurance to all contractor's employees involved in the project. Additionally, each subcontractor must attest to the general contractor must provide each subcontractor's written certification to the City. The City Manager and City Attorney may waive any non-statutory requirements as deemed in the City's best interest.

Liability Insurance

General, automobile, and professional liability coverage are required on all contracts at a minimum of \$1,000,000 through an acceptably rated insurer (typically A-rated) located in Texas (Administrative Directive 6). The vendor or contractor must provide a Certificate of insurance to the City before contract execution. Additionally, the vendor must name the City as an additional insured. The City Manager and City Attorney may waive any non-statutory requirements as deemed in the City's best interest.

Vendor Protests

- Taking the appropriate steps when a Vendor contacts the City wishing to protest is the purpose of the bid protest process. The protest shall include advertising bid notices, deadlines, bid openings, or alleged improprieties or ambiguities in the specifications. This process does not create any due process rights but intends to allow bidders to raise concerns regarding actions taken regarding a bid or other form of a competitive solicitation. The following types of issues only will be considered an appropriate basis for a protest: An alleged violation of state or federal laws.
- 2. An alleged violation of city ordinances, procedures, policies; or
- 3. An alleged failure of the city to follow terms or processes set out in the applicable solicitation.

The protest must contain the following information:

- 1. The name, address, email, and telephone number of the protestor.
- 2. The signature of the protestor or a representative who has the written delegated authority to legally bind the protestor.
- 3. Identification of the bid, request for proposal, qualifications, contract number, or other solicitation they are protesting.
- 4. A detailed written statement of the legal and factual grounds of the protest, including specific citations of the solicitation, law, ordinance, policy, or procedure allegedly violated or failed to be followed by the city, along with copies of relevant documents, photos, etc.
- 5. The desired relief or outcome which the protestor is seeking.

Protests shall be submitted in writing and filed with Purchasing Division. The City will handle the protests as follows:

- 1. Protests regarding the terms, conditions, or specifications in the solicitation (pre-bid or pre-proposal protests) must be filed no less than five (5) business days before the opening of the bid or proposal.
- 2. Protests regarding the evaluation of bids, qualifications, or proposals (pre-award protest) must be filed no later than three (3) business days before the City Council meeting at which the award appears on the agenda.
- The Purchasing Manager will prepare a written decision and response to the protest in consultation with the Department and City Attorney. During the review process, the City may: Allows for an informal conference to be held on the merits of the protest with all interested parties.
- Allow reconsideration if the City did not previously know that such data existed or if there has been an error of law or regulation.
- Render a decision-supporting or canceling the award; such a decision shall be on the form or a staff recommendation.

If the protesting vendor disagrees with the staff recommendation, they may appeal to the City Council following the procedures above. Protesting vendors must contact the City Secretary to be acknowledged and heard by City Council at the first available Council meeting.

POST-AWARD DEBRIEFING

A debriefing upon request of a bidder or proposer shall be on the selection decision and contract award. The lead on the evaluation committee in conjunction with Purchasing will lead any debriefing session. Individuals who conducted the evaluations shall provide supporting documentation when requested. Typically, the de-briefing session will be over a conference call between the vendor, lead on the evaluation committee and Purchasing.

The debriefing information could include:

- 1. The overall evaluated cost or price and technical rating, if applicable, of the successful respondent and the debriefed respondent.
- 2. The overall ranking of all respondents.

3. A summary of the rationale for award.

The debriefing shall not include point-by-point comparisons of the debriefed respondent's proposal with those of other respondents. Moreover, the debriefing shall not reveal any information prohibited from disclosure or exempt from release. Such information may include, but is not limited to:

- Trade secrets or proprietary information.
- Privileged or confidential manufacturing processes and techniques.
- Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information.
- The names of individuals providing reference information about a respondent's past performance.

DEBARRED VENDOR POLICY

The Purchasing Division will maintain a city debarred vendor list. The City will not consider future bid awards for three years of vendors on the debarred vendor list. Should the vendor submit a bid, the City will reject the bid as non-responsible.

Infractions that can lead to a debarment request

- Substandard performance under a contract with the City of Grand Prairie ('City').
- Material misrepresentations in a bid or proposal to the City or during the course of performing a contract with the City.
- Fraud.
- Breach of contract with the City.
- Repeated unfavorable performance for the City after considering the following factors:
 - The severity of the substandard performance by the vendor.
 - The impact to the City of the substandard performance.
 - Any recommendations by the City Department that provide an unfavorable performance review.
 - Whether debarment of the vendor is in the best interest of the City.
 - Any other factor that the City considers relevant.

Debarment Procedure

- 1. The City Department identifies an infraction that fits the above criteria.
- 2. The City Department completes the "Debarment Request Form" ('DRF') and provides all relevant backup materials requested in the DRF to the Purchasing Manager.
- 3. The Purchasing Manager reviews the Debarment Request Form and approves rejects.
- 4. Notification to the City Attorney of the Debarment Request.
- 5. Notification to the City Manager's Office of the Debarment Request.
- 6. The Purchasing Manager notifies the vendor of the debarment in writing and provides the reason in the "Notice of Debarment."
- 7. The Purchasing Manager places the vendor on the debarment list for three years.

Debarment Appeals Procedure

Any appeals are in writing to the Purchasing Manager no later than thirty (30) days after the "Notice of Debarment." After receipt of the Appeal, the City will follow the following procedure:

- 1. The Purchasing Manager will notify the City Attorney and City Manager
- 2. The Purchasing Manager will provide the DRF and all evidence to the City Manager
- 3. The City Manager will review all relevant facts and may hold an informal hearing with the vendor at the vendor's request. After a full review of the evidence, the City Manager will choose to uphold or reverse the debarment status.
- 4. The City Manager notifies the vendor in writing of the final decision.

The City Manager's decision is binding and final in all cases.

DISPOSITION OF SURPLUS PROPERTY

After City property reaches the end of its useful life, the City can dispose of it through auction, sealed bid, donation, or disposal at the landfill as outlined in the City Charter Section 11-17. The Purchasing office administers the surplus property program and will be the primary point of contact. Auctions are held multiple times a year as necessary. The City will follow the procedure below for disposal of surplus property:

I. DEPARTMENT DUTIES

1. Preliminary Duties

- a. Complete Disposition of Property Form, which will assign lot numbers.
- b. Print Lot Tags (additional tabs in the Disposition of Property Form file) and tape them to the corresponding item in a visible area before taking pictures.
- c. Have the form signed by a manager.
- d. Email completed form and pictures to <u>surplus@gptx.org</u>.
- e. Store items someplace until transfer or auction. Purchasing may provide access to our storage container based upon availability and capacity. The Department will be responsible for moving the item(s) to the surplus container if Purchasing can provide access.

2. Post-Auction Duties

- f. Upon receipt of the "Paid Receipt," coordinate with the auction winner to pick up the items.
- g. Have the purchaser sign a receipt at pickup (either a copy of their paid receipt or the email from Purchasing) and forward a copy of the signed receipt to <u>surplus@gptx.org</u> for retention.

II. PURCHASING DUTIES

1. Preliminary Duties:

- a. Purchasing will conduct auctions quarterly in February, May, August, and November. Holding off-cycle auctions as needed for large projects such as facility renovations or remodels.
- b. The month before the auction, email all City departments to make them aware of the upcoming auction and provide a deadline for surplus item submissions. An email template is available on the L drive under L:\Auction, Surplus\1. Admin Files\Surplus & Auction Quick Parts.docx
- c. <u>Item check-in</u>:
 - i. Review all pictures submitted to ensure they are appropriate for the auction website. Photos must be in JPG or JPEG format. Resize, rotate, crop, or edit the image as needed or require the department to retake the picture to display the item(s) accurately. Collage-style photos are not acceptable. Save the images using the Lot # (found on the Disposition Form) as the file name.

- ii. Create an inventory of all surplus items received in Excel ("Auction List"). A template worksheet is available on the L drive under L:\Auction, Surplus\1. Admin Files\II.a.3. ii Auction List Template.xlsx. Send an email to departments to advertise surplus items internally on Raving Fans/Procurement for a minimum of two (2) weeks prior to auction, allowing the opportunity for other departments to view and identify items that can be utilized elsewhere within the City. Maintain an accurate inventory of surplus items distributed to other departments within the city.
- d. Decide the dates for conducting the auction. Contact Rene Bates Auctioneers (<u>auction@renebates.com</u>) to schedule the date and time to close the upcoming auction. The entire process typically takes 7 to 8 weeks.

2. Special Considerations Prior to Auction, Donation, or Disposal

- a. Items deemed to have zero value (broken, damaged, etc.) may be taken to the Landfill with Purchasing Manager and CFO approval. Refer to the Donation and Disposal section for detailed instruction.
- b. **Information Technology (IT) Items**: IT items, including peripherals (keyboard, monitors, mice, etc.), are not included in the general surplus property. The IT department stores these items and either disposed of them by our contracted vendor, Global Assets or auctioned in bulk.
- c. **Asset Items**: Notify Accounting of any items submitted by departments with Asset Tag information before transfer, sale, or disposal. Upon removal after the sale or disposal of any asset item, inform the Senior Accountant of Fixed Assets to remove the item(s) from the City's depreciation schedule.
- d. **Insured Artwork**: Check the Artwork TML Schedule saved in (L:\Auction, Surplus\1. Admin Files) before the transfer, sale, or disposal of artwork items. Request an updated TML schedule from the City Attorney's Office periodically (at least once per year). Upon removal after the sale or other disposal of any insured artwork, inform the Legal Assistant to remove the item(s) from our insurance schedule.
- e. **Grant Purchases**: Before auctioning any items purchased with federal funds, especially the FTA, we must determine if monies are due to the granting agency. We will need the following information:
 - i. Granting Agency & Grant Number.
 - ii. Original Purchase Price.
 - iii. Date the item was put into service.
 - iv. Useful life of the item.
 - v. Do we plan to replace the item?
 - vi. Will we be reimbursed by insurance?
 - vii. Note from FTA: If your Facilities manager has determined that the item is beyond repair that is sufficient for me.
- f. **Direct Sales**: Surplus property may be sold directly to interested purchasers, including City employees if we can determine the item's fair market value (i.e., the amount we are likely to receive from auction). Complete the Direct Sale Approval Form and submit it to the Purchasing Manager and CFO for approval for direct sales. Upon approval, create the Direct Sale Invoice. The purchaser must provide a check or money order for the item(s). Give the payment to the Finance Executive Assistant to deposit into account 381010-49230.

3. Auction Duties

- a. Forward an inventory list of items recommended for auction to the Purchasing Manager and CFO for approval.
- b. Upon approval, place an advertisement in the local newspaper (per City Code Sec. 11-17(d)(1)a, it must advertise on two (2) separate occasions that separated by at least two (2) days). The advertisement template is available on the L drive (L:\Auction, Surplus\1. Admin Files\Advertisement Template.docx)
- c. Forward the following items to Rene Bates Auctioneers:
 - i. Auction List in .xlsx (Excel) format including any specific pick-up information for each lot to be shown on the website, such as contact information for each location, specific dates, and times as applicable, and the last date to pick-up the items (at least two weeks after the auction closes).
 - ii. Lot Pictures via hyperlink to Box.com folder containing .jpg files.
- d. The auction will run for a minimum of 2-weeks.
- e. Forward a link to the Rene Bates auction website (<u>www.ReneBates.com</u>) to Department participants with the auction beginning and end dates. An email template is available on the L drive (<u>L:\Auction, Surplus\1. Admin</u> <u>Files\Surplus & Auction Quick Parts.docx</u>).
- f. Customers may request additional information about a specific item during the auction or inspect the item before purchasing. Coordinate with the department contact and interested customer to provide requested information or schedule an inspection appointment.

4. Post-Auction Duties

- a. Create a "Post Auction List" and add the Rene Bates Bidder Number and winning bid amount to the listing.
- b. Paid Receipts will be sent to <u>surplus@gptx.org</u> and filed in the Auction folder in Laserfiche. Track paid items by updating the "Post Auction List."
- c. Email the Paid Receipt to the purchaser (i.e., the auction item(s) winner), reminding them of the timeframe that they may pick up items, that they must schedule an appointment to pick up items before the deadline, and that after that deadline, all items return to being the property of the City. Details are also on the Rene Bates receipt. Carbon copy (cc) the department contact for each article on the email. An email template is available on the L drive (L:\Auction, Surplus\1. Admin Files\Surplus & Auction Quick Parts.docx).
- Purchasing or Department contacts (as applicable) will coordinate with the successful bidders to schedule pick-up times for awarded items after payment.
 Have the person picking up the item sign a receipt and save a copy for retention.
- e. Rene Bates will send auction reports to <u>surplus@gptx.org</u>. File these reports in the Laserfiche Auction folder in either Laserfiche Document or Excel file format.
- f. A check for the proceeds of the auction will arrive in the mail. Scan a copy of the check and file it in the Laserfiche Auction folder. Give the check to the Finance Executive Assistant to deposit into account 381010-49230.
- g. Once all sold items and pickups are complete, move the Auction file, including the Auction List, Receipts, and Reports from the L drive to Laserfiche for document retention.
- h. Notify the Senior Accountant of Fixed Assets of any removed asset items.

- i. Notify the Legal Assistant of any removed insured artwork.
- j. Unsold items may be held for future auctions or reviewed for Donation or Landfill Disposal.

5. Donation and Disposal Procedure

- 1. Purchasing will complete a Donation or Landfill Disposition Form, as applicable and forward it to the Purchasing Manager and CFO for approval. Purchasing will save the signed Disposition Form to Laserfiche for retention purposes.
- 2. Upon approval, Department will:
 - 1. **For donations**: Coordinate with the non-profit organization for pick-up. The non-profit will provide pick-up at its own expense and must provide a receipt for the items.
 - 2. For disposal: Coordinate with the Landfill Manager to deliver the item(s) to the Landfill for disposal.

PURCHASING RESOURCES

All of the following resources are available on Raving Fans under Procurement http://ravingfans/Portal/Departments/Purchasing/Procurement.aspx

Annual Contract Listing

The City's price agreement listing shows all active term contracts that the City has an annual price. These price agreements have already been competitively bid and allow the user department to make a purchase quickly.

Interlocal Agreement Listing

The City's interlocal agreement listing shows every municipality, county, and government agency the City currently has a master inter-local agreement. These agencies often have contracts available that have been competitively bid that City staff can utilize to make purchases quickly. City staff will need to contact local agencies to determine if an agreement is available to use.

Cooperative Contract Agency Listing

The City's cooperative agency listing includes all coop agencies with competitively bid contracts City staff can utilize to make purchases. These agencies have complete lists of all of their contracts and often offer shopping features similar to private sector shopping (such as Amazon).

Request for Quotes template

The Request for Quotes template provides an easily manipulated template that can be quickly adjusted for an unsealed bid and emailed to vendors. The RFQ template is available on Raving Fans / Procurement:

Contract template

The contract template provides an easily manipulated template that departments can quickly adjust for service or commodity contracts. The contract template is available on Raving Fans/Procurement:

Simple Steps for Creating an Agenda Item & Template Agenda Item

The below link will provide helpful guidance on creating City Council Agenda items.: The templates are available in Municode.

M:\City Secretary\MUNICODE\

PURCHASING FORMS

ATTACHMENT A – EMERGENCY PURCHASE FORM (CLICK TO OPEN FORM)

EMERGENCY PURCHASE JUSTIFICATION FORM

Date:	Depar	tment:	
 Policy: Emergency purchases are exempted from bidding requirements as stated in Section 252 of the Local Government Code. State law clarifies emergencies as follows: 1. a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality; 2. a procurement necessary to preserve or protect the public health or safety of the municipality's residents; 3. a procurement necessary because of unforeseen damage to public machinery, equipment, or other property. 			
Purchase:	Estimated Cost:	City Council Date:	
emergency situation:	y acquisition by explaining what the en		
Clearly state the impact to the City impractical:	and or Citizens if the purchase is not n	nade immediately and why bidding is	
Department Director	Purchasing Manager	City Manager	

Purchasing Manager (\$3,000+)

City Manager (\$50,000+)

SO	LE SOURCE PURCHASE JUSTIFICATION FORM
Date:	Department:
	empted from bidding requirements as stated in Section 252 of the Local
Sovernment Code. State law clarifie	s sole source as follows: y one source because of patents, copyrights, secret processes, or natural monopolies;
 films, manuscripts, or books; 	y one source because of patents, copyrights, secret processes, or natural monopolies,
 gas, water, and other utility servi captive replacement parts or con 	
	materials for a public library that are available only from the persons holding exclusive
distribution rights to the materia	ls;
ervice/Commodity to be Purchased:	(include Vendor name and dollar amount of expenditure)
dentify the need and planned use fo	r the commodity/service.
What is unique about this commodit	y/service? Why is this necessary to meet your department's goals?
	ere are why will they not work? Please be very specific and identify all research
nto the subject. Please note if there ar	
	ere are why will they not work? Please be very specific and identify all research
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nto the subject. Please note if there an ole source.	ere are why will they not work? Please be very specific and identify all research e competing products there must be a very clear reason why they will not work to justify Purchasing Manager
nto the subject. Please note if there an ole source.	ere are why will they not work? Please be very specific and identify all research e competing products there must be a very clear reason why they will not work to justify Purchasing Manager

ATTACHMENT C – EXAMPLE VENDOR SOLE SOURCE LETTER



1800 Camden Road Suite 107-204 Charlotte, NC 28203

June 23, 2015

To Whom It May Concern:

InfoSense, Incorporated in Charlotte, North Carolina is the <u>sole manufacturer</u>. <u>supplier and</u> <u>distributor</u> of the Sewer Line Rapid Assessment Tool or SL-RAT[®] and its supporting software, the Sewer Line Diagnostic OrGanizer or SL-DOGTM. Brinker Jones Environmental is our exclusive manufacturer's representative for Texas. You may contact them at (512) 796-9226 or email Kirk Jones at kirk@brinkerjonesenvironmental.com.

The SL-RAT[®] line of acoustic pipe inspection equipment is patent-protected under U.S. Patent #8220484 and other pending patents. InfoSense manufactures the only product that uses Active Acoustic transmissions between a transmitter and a receiver in adjacent pipes to provide an aggregate blockage assessment.

The SL-RAT makes use of the fact that water and air flow similarly within a pipe. Our proprietary algorithms exploit this fact to assess blockage within a pipe segment – typically within 3 minutes or less and with no flow contact.

Sincerely,

George Selembo CEO InfoSense, Inc. Winner 2012 WEF Innovative Technology Award

ATTACHMENT D – PROFESSIONAL / PERSO <u>HERE TO OPEN</u>)	NAL SERVICE APPROVAL FORM (<u>CLICK</u>
	City of Grand Prairie Purchasing Manual 42
Attachment D – Professional / Personal S	
CITY MANAGER APPROVAL TO PROCEED O (NOTE: THIS FORM MUST BE SUBMITTED AND PROJECT	
NAME OF PROJECT/STUDY:	
TYPE OF CONTRACT: Professional Services* Personal Services Other Consultant	
ESTIMATED COST: \$	
SOURCE OF FUNDS:	
BRIEF EXPLANATION/DESCRIPTION OF PRO	JECT:
	rofessional service and more than \$50,000).** explanation as to why requests for qualifications and/or attach a list of consultants you propose to contact.
SUBMITTED BY:	DATE:
APPROVED: CITY MANAGER/DEPUTY CM	DATE:
physician, medicine, optometrist, surgeon, surve	rchitect, certified public accountant, land surveying, yor, lawyer, insurance broker or consultant, teachers, appraisers, landscape architectural and

ATTACHMENT E – DISASTER PREPAREDNESS GSA PURCHASE JUSTIFICATION FORM (CLICK HERE TO OPEN FORM

DISASTER PREPAREDNESS GSA PURCHASE JUSTIFICATION (GSA Disaster Purchasing Program)

Date:

Policy: GSA's Disaster Purchasing Program allows state and local governments to buy supplies and services directly from all GSA Schedules to facilitate recovery from major disaster or facilitate disaster preparation and response. Whether it concerns a major weather event, terrorism, or nuclear, biological, chemical, or radiological attack, GSA's strong partnerships can help cities and towns meet their needs quickly while saving taxpayer dollars.

State what commodity item(s) or services your department/division proposes to purchase, and give general background regarding the department/division's need for and planned use of the goods.

Identify how the purchase will be used to "facilitate recovery from major disaster or facilitate disaster preparation and response".

Director Signature:

Purchasing Manager Signature:

ATTACHMENT F – VENDOR DEBARMENT REQUEST FORM(CLICK HERE TO OPEN)

DEBARMENT REQUEST FORM

Date:		Requesting	g Department:		
Debarred Vendor Policy The Purchasing Division will maintain a city debarred vendor list. Vendor's who are placed on the debarred vendor's list will not be considered for future bid award for three years. Should the vendor submit a bid, the bid will be rejected as non-responsible.					
 Infractions that can lead to vendor debarment: Substandard performance under a contract with the City of Grand Prairie ('City'). Material misrepresentations in a bid or proposal to the City or during the course of performing a contract with the City. Fraud. Breaching a contract with the City. Repeated unfavorable performance for the City after considering the following factors: The severity of the substandard performance by the vendor. The impact to the City of the substandard performance. Any recommendations by the City Department that provides an unfavorable performance review. Whether debarment of the vendor is in the best interest of the City. Any other factor that the City considers relevant. 					
Vende	or Name:		Project(s) Na	me:	
Vendo	or Name:		Project(s) Na	me:	
		t to the infraction(s):	Project(s) Na	me:	
	the box nex	t to the infraction(s): 1 performance under a contract			
	the box nex Substandard Material mi		with the City of	f Grand Prairie ('City').	
	the box nex Substandard Material mi	a performance under a contract srepresentations in a bid or pro	with the City of	f Grand Prairie ('City').	
	the box nex Substandard Material mi performing Fraud.	a performance under a contract srepresentations in a bid or pro	with the City of	f Grand Prairie ('City').	
	the box nex Substandard Material mi performing Fraud. Breaching a	a performance under a contract srepresentations in a bid or pro- a contract with the City.	with the City of	f Grand Prairie ('City').	
Check	the box nex Substandard Material mi performing Fraud. Breaching a Repeated un	a performance under a contract srepresentations in a bid or pro- a contract with the City.	with the City of	f Grand Prairie ('City'). y or during the course of	

Correspondence / Emails / Letters
Project Related Reports

Any other relevant documentation that justifies the request

1

City of Grand Prairie Purchasing Manual 50

DEBARMENT REQUEST FORM

Explain in detail the reason for the request:
I dentify all aslesses forty in all ding datas of inferentian (a) with some sections taken by the City to
Identify all relevant facts including dates of infraction(s), witnesses, actions taken by the City to
resolve the issue with the vendor and the vendor's response.
Clearly state the impact to the City on the Vendor's infraction.
Director Signature:
Director Signature:

Purchasing Manager Signature:

ATTACHMENT G – HOW TO FIND HISTORICALLY UNDERUTILIZED BUSINESSES ('HUB')

- 1. Go to: <u>https://cmblreg.cpa.state.tx.us/commodity_book/Alpha_index_inquiry.cfm</u>
- 2. Enter in "Search Keywords" of a description of the desired purchase
- 3. Scroll through the "Search Results" and take note of the five-digit code displayed which will be used on the next screen.
- 4. Go to: https://mycpa.cpa.state.tx.us/tpasscmblsearch/#_
- 5. In the "Search For" select "All Vendors"
- 6. Open up "Multiple Vendor Search" and enter in the "NIGP Class and Item Codes" gathered in step 3.
- 7. Open "Select Fields for Input"
- 8. Add "County"
- 9. Open "Output Options"
- 10. Select "Excel Spreadsheet"
- 11. Select "Search"
- 12. Select "Open"
- 13. Sort the data by County
- 14. Delete all vendors not in Dallas, Ellis, or Tarrant Counties
- 15. Select at least two vendors who are marked as "Yes" under "Hub Status" to request quotes from.
- 16. Provide the Excel listing of the HUB listing and all quotes to Purchasing as the time of Requisition Entry.

ATTACHMENT H – GRANT INTEGRITY POLICY

GRand

City of Grand Prairie Purchasing Manual

XVI. GRANT PURCHASES	Approved
1. Integrity Policy on Grant Purchases	City Manager
Effective Date: 05/27/2014	Supersedes: 07/1994; 06/2011; 05/01/2013; and 07/18/2013

- 1.0 Purpose: The purpose of this policy is to establish procedures for maintaining the integrity of purchases utilizing Grant funds in accordance with Granting Agency requirements.
- 2.0 Scope: This policy applies to purchases funded fully or in part by any Grant Funds awarded to the City.
- 3.0 Policy: Prior to procuring or entering into contract(s) for any goods/services, the user department is responsible for ensuring that the purchase is being made in accordance with the most stringent procurement requirement that applies to the purchase being made. Purchases shall be made in accordance with all City Purchasing and Financial Management Policies; and State, Federal, and Granting Authority procurement requirements. In the event of conflicting requirements, the more stringent requirement must be followed.
- 4.0 Appendices:
 - a. XVI.1.A: Federal Transit Authority (FTA) Program Debarment Policy
 - b. XVI.1.B: Homeland Security Grant Program Debarment Policy

City of Grand Prairie Purchasing Manual - Appendices

XVI. GRANT PURCHASES	Approved /
1. Integrity Policy on Grant Purchases	Approved
Appendix: B. Homeland Security Grant Program – Debarment Policy	City Manager
Effective Date: 05/27/2014	Supersedes: Unwritten

- 1.0 Purpose: The purpose of this Appendix is to establish policy for ensuring that the integrity of purchases utilizing Homeland Security Grant funds are made in accordance with Granting Agency requirements.
- 2.0 Scope: This Appendix applies to all purchases made in whole, or in part, with Homeland Security Grant Program funds and shall be utilized to ensure that purchases are not made from vendors who have been debarred through the Federal Excluded Parties Listing Systems (EPLS).
- 3.0 Policy: The City Purchaser shall verify debarment status of all vendors prior to utilizing Homeland Security funds, using the EPLS system (<u>https://www.SAM.GOV</u>). This policy applies to the procurement of all good(s) or service(s) regardless of unit price or quantity.

Furthermore, because vendors are being removed and new ones added on a daily basis, Purchaser shall be required to verify the vendor before issuing a new purchase order, blanket purchase order, contract or single time purchase.

If verification has been performed prior to entering into multiple invoice or multiple billing period contracts, such as yearly wireless phone subscription, then verification is not required prior to making each payment to the vendor. However, verification should be performed prior to extending, renegotiating a follow-on contract, or entering into a new contract.

The above policy is a summary of requirements under SAA Information Bulletin No. 12-003. In the event that said Bulletin is revised, revisions to the Bulletin shall prevail.

City of Grand Prairie Purchasing Manual - Appendices

- 4.0 Procedure: Per SAA IB #12-003, the debarment status of vendors must be verified using the EPLS system (<u>https://www.sam.gov</u>) prior to procuring or entering into contract(s) for any goods/services. The City Purchaser (or authorized purchaser) must complete the steps below prior to making any purchases utilizing Homeland Security Grant Program (UASI/SHSP) funding.
 - 1. Visit the EPLS Website (https://www.sam.gov).
 - The City Purchaser (or authorized purchaser) will search the EPLS system for the vendor. A User Name and Password are not required to search this database. Go directly to the "Search Records" option to begin your search.
 - 3. If the vendor is found to be debarred, the vendor may not be used for procurements utilizing Homeland Security Grant Funds.
 - 4. If the vendor is found not be debarred, print the screen page and retain with the procurement documentation.
 - 5. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement or advance.
 - 6. Procurement documentation including screenshots will be saved throughout the record retention period for the particular grant.
- 5.0 Exhibits:
 - a. SAA Information Bulletin No. 12-003, June 29, 2012, (REVISED) August 2, 2013

ATTACHMENT I – LETTER OF REQUEST FOR BEST AND FINAL OFFER



GLOSSARY OF TERMS

The following definitions are to assist you in understanding the language used throughout this manual:

<u>Award</u> - The act of accepting a bid, proposal, or offer, thereby resulting in a contract between the City of Grand Prairie (City) and a vendor.

<u>Best Value</u> - Best Value means the value placed upon quality, service, past performance, and price. If the sealed competitive bidding requirement applies to the contract for goods or services, the contract may be awarded to the lowest responsible bidder or to the bidder who provides the best value for the City. In determine the best value, we may consider the following:

- the purchase price.
- the reputation of the bidder and of the bidder's goods or services.
- the quality of the bidder's goods or services.
- the extent to which the goods or services meet the city's needs.
- the bidder's past relationship with the city.
- the impact on the ability of the city to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
- the total long-term cost to the city to acquire the bidder's goods or services, and
- any relevant criteria listed explicitly in the request for bids or proposals.

<u>Bid</u> advertisement</u> - A public notice put in a newspaper of general circulation containing information about an Invitation for Bid or a Request for Proposal.

Bonds -

- **Bid bond** A bid bond guarantees compensation to the bond owner if the bidder fails to begin a project. A bid bond gives the owner assurance that the bidder has the financial means to accept the job for the price quoted in the bid.
- **Payment bond** Payment bonds are surety bonds that ensure the Contractor pays subcontractors and material suppliers according to an agreement. These bonds are critical for jobs on public property where you cannot use mechanic's liens (security interests.)
- **Performance bond** A performance bond is a surety bond that ensures against the other party's failure to meet obligations specified in the contract. A bank or an insurance company usually provides a performance bond to secure a contractor to complete designated projects.

<u>Change Order</u> - A change order is a document that states and defines alterations to a contract. The change order acts as an amendment to the original agreement. **<u>Competitive bidding</u>** – The process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

<u>Component purchases</u> - Purchases of parts that in regular purchasing practices would be purchased in one purchase.

<u>Consulting Services</u> - Professional service presents the provision of expertise or strategic advice for consideration and decision-making. <u>Contract</u> - An agreement between the city and a vendor to furnish supplies and/or services over a designated time.

<u>Contractor</u> - The successful vendor(s) that is awarded a contract by the city.

<u>Cooperative Purchasing Program</u> – Local Cooperative Organization means an organization of governments established to provide local government access to competitively awarded contracts with vendors to purchase materials, supplies, services, or equipment. A cooperative buying agreement satisfies any state law requiring a local government to seek competitive bids.

Delivery date – The date by which goods or services are needed.

Emergency Procurement – The department purchased supplies or services to meet a critical, unforeseen need of the City where the emergency would impair the City's ability to serve the public immediately. Emergency purchases are exempt from standard purchasing procedures and must qualify for exemption as outlined in Local Government Code 252.022 and must follow the process as outlined in this manual.

Encumbrance - The process wherein the City reserves funds to purchase of supplies, goods, services, and equipment in one budgetary-accounting period, and pays for the purchase in another budgetary-accounting period.

Evaluation of Bids – The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other bid characteristics that relate to the determination of the successful bidder.

<u>FOB destination point</u> – "FOB destination" means the seller retains the risk of loss until the goods reach the buyer. The terms of FOB affect the buyer's inventory cost—adding liability for shipped goods increases inventory costs and reduces net income.

FOB shipping point – "FOB shipping point", **the buyer pays** for shipping costs, in addition to any damage during shipping. The buyer is the one who would file a claim for damages if needed, as the buyer holds the title and ownership of the goods.

<u>Freight Charge</u> – Compensation paid for the transportation of goods.

<u>Goods</u> - A generic term includes all types of property, equipment, supplies, materials, component, and repair parts to be purchased by the City.

<u>Historically Underutilized Business (HUB)</u> – A HUB is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, or an American woman. It is a for-profit entity that has its principal place of business in Texas. It has an owner residing in Texas

with a proportionate interest that actively participates in controlling, operating, and managing the entity's affairs.

Lowest responsible bidder – The lowest bidder is the vendor who offers the lowest bid, which meets all the specifications, requirements, terms, and conditions of the IFB. Understand that the lowest responsible bid includes any related costs to the City, using a total cost concept. The term "responsible" refers to the bidder's experience, safety record, financial, practical ability to perform the contract.

<u>Negotiations</u> – A consensual bargaining process in which multiple parties attempt to reach an agreement.

Offeror – A person or an entity who submits a response to a Request for Proposal.

<u>Personal Services</u> - Services are provided to the City personally by a particular individual. Any contribution of machinery and equipment compared to total cost must be substantially less than the contribution of wages.

<u>Price Agreement</u> - an agreement in which the vendor agrees to supply all goods or services of a particular type ordered by the City within a specified time period at a specified price and on terms specified in the price agreement.

Procurement Card - The Procurement Card (P-Card) is a credit card issued to designated City employee or department to procure goods and services for official City business only.

<u>Professional Services</u> – As defined by state law, services within the following practices: accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, healthcare, or professional nursing.

<u>Proposal</u> – A plan or suggestion, especially a formal or written one, is put forward for consideration or discussion by others.

<u>Purchase order</u> - A purchase order (PO) is a legally binding document created by a buyer and presented to a seller. A purchase order is **essentially a list of what you want to buy**. By submitting an order, the buyer is committing to purchasing goods or services for the agreed-upon amount

Purchasing - The buying of goods and services.

<u>Reciprocity</u> - Reciprocity is the mutual exchange of privileges between states, nations, businesses, or individuals for commercial or diplomatic purposes.

<u>Request for Bid (RFB)</u> – A formal written document that requests from bidders a firm price and delivery details for specified goods listed on a purchase requisition. IFBs are awarded to the lowest responsible bidder meeting the required specifications. Altering the price and negotiations are not allowed. **<u>Request for Qualifications</u>** - A request for qualifications is a **document that asks potential suppliers or vendors to detail their background and experience providing a specific good or service., including** architectural, engineering, or land surveying services. The City shall comply with Local Government Code 2254.004 in the procurement of these services. The City must first select the most highly qualified provider of those services on the basis of demonstrated

competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee shall be negotiated if a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services. In that case, the City shall formally end negotiations with that firm and select the next most highly qualified firm and begin negotiations with that provider for a fair and reasonable price.

<u>Request for Proposal (RFP)</u> – A solicitation requesting submittal of a proposal in response to the required scope of services that usually include some form of a cost proposal. An RFP requires published evaluation criteria. The City may negotiate the price with firms to ensure the best value for the organization.

<u>Requisition</u> - An internal document the department user completes to request goods or services. It is the source document for all purchasing activity.

<u>Reverse Auction</u> - Single or multiple-item, open, descending-price auction. The initiator specifies the opening bid price and bid decrement. Each bidder submits a successively lower bid and at the end of the auction, bidders with the lowest bid win. Each winning bidder sells at a price equal to the offer they made.

<u>Scope of Work (SOW)</u> – A statement of work (SOW) is a document that **describes a given project's** requirements. It defines the provided scope of work, project deliverables, timelines, work location, and payment terms and conditions. The SOW should establish a clear understanding of what is needed, encourage competition, satisfy the departmental need, and provide the best value for the City.

<u>Separate purchases</u> – Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

<u>Sequential purchases</u> – Purchases made over a period of time of items that in normal purchasing practices would be purchased in one purchase.

Solicitation – The process of notifying prospective vendors of an opportunity to provide goods or services to the City.

<u>Sole source</u> - The purchase of goods or services that are available from only one vendor. These purchases are exempt from the standard bidding requirements and must qualify for exemption as outlined in Local Government Code 252.022 and must follow the procedure as outlined in this manual.

<u>Specifications</u> - A specification is a detailed description of a good or service required by the City that includes all pertinent details so vendors can provide accurate bids.

<u>Surplus Items</u> - A designation that applies to any item purchased with City funds that another City department does not need or cannot be reused/recycled.

<u>Vendor</u> - A generic term applied to individuals and companies who provide goods and services to the City.

Appendix M ROAD INVENTORY

Appendix M

Charles of Nilsons a		
<u>Street Name</u> 107TH ST 108TH ST 109TH ST 110TH ST 110TH ST 112TH ST 112TH ST 113TH ST 114TH ST ABBEY CT ABBINGTON LN	ANDERSON RD	AUTUMNCREST ST
10/1H SI	ANDOVER LN ANDREWS DR	AVATAR DR
	ANDREWS DR	AVENUE A
1091H SI	ANNALEA CT	AVENUE B
	ANTHONY LN ANTIETAM DR	AVENUE C
	ANTIETAM DR	AVENUE D
1121H ST	ANTON ST	AVENUE E
113TH ST	APACHE TRC	AVENUE F
114TH ST	APPALOSSA DR	AVENUE H EAST
ABBEY CT	APRIL BREEZE TRL	
ABBINGTON LN	APRIL LN ARABIAN DR	AVENUE K EAST
ADERDEAN IRL	AKADIAN DK	AVENUE M
ABILENE CT	ARBOLEDA WAY	
ACAPULCO CT	ARBUSTO	AVENUE R
ACER CT	ARCHER DR	AVENUE S
ACOSTA ST	ARENOSO	AVENUE T
ADAIR ST	ARGUS DR	AVERY LN
ADAM DR	ARKANSAS LN	AVIATION PKWY
AERO DR	ARBUSTO ARCHER DR ARENOSO ARGUS DR ARKANSAS LN ARLINGTON WEBB	AVION PKWY
AGGIE DR	BRITTON RD	AXMINSTER CT
AIR FORCE	ARMED FORCES CIR	
AIRPORT ST	ARMED FORCES DR	AZALEA DR
ALAGON	ARMSTEAD AV	BABBLING BROOK DR
ALAMO CT	ARMSTRONG RD	BADBURY LN
ALBARES	ARMY DR	BAHAMAS CT
ALCALA	ARROWHEAD TRC	BAHIA
ALCOT LN	ARROYO DR	BAJA DR
ALDER TRL	ARROYO SPRINGS DR	BALATON CT
ALEX DR	ASH ST	BALBOA
ALEXANDER ST	ASHBROOK DR	BALCHEN PL
ALICE DR	ASHBURY CT	BALD EAGLE WAY
ALLEGRO LN	ASHLEY LN	BALDWIN ST
ALMANSA	ASHWOOD CT	BALLA CT
ALMEIDA	ASKERN CT	BALLA WAY
ALOUETTE DR	ASPEN DR	BALMORAL CT
ALSPAUGH LN	ASTER DR	BANDERA
ALTA	ATLAS CT	BANEBERRY CT
ALTEA	ATRIUM DR	BANK OF AMERICA
ALVA DR	AUGUSTA LN	BLVD
ALYSON WAY	AUSTIN AV	BARBERINI DR
AMBER RIDGE LN	AUSTIN ST	BARCELONA TRL
AMBROSE LN	AUSTRIAN RD	BARCO
AMERIGO DR	AUTUMN BREEZE	BARIUM ROCK
AMESBURY LN	AUTUMN HILL	BARLEY DR
AMHERST LN	AUTUMN LEAVES TRL	BARN OWL TRL
ANDANTE DR	AUTUMN VIEW DR	BARON PL

BASSWOOD DR BAXTER DR BAY SHORE LN **BAYFRONT DR BAYLOR ST** BAYPOINT DR BAYSIDE DR **BEACH DR BEACHFRONT DR BEACHVIEW DR BEACON DR** BEATTY DR **BEAUMONT ST BEAVERS BEND TRL BECKI DR** BEE DR BEECHCRAFT AV BEECHWOOD DR **BELMONT DR** BELT DR **BENISSA** BENNIE LN **BENNINGTON CT** BENT TREE TRL BENTGRASS CIR BENTLEY CT BENTLEY DR **BENTWATER PKWY BENTWOOD TRL** BERKSHIRE LN BETHLEHEM DR BETTS DR **BIG BEND DR BIG VALLEY WAY BIGWOOD CT BILL IRWIN ST BIRCH LN** BIRCH ST BIRCHBROOK **BIRCHWOOD LN BIRDIE HOLLOW DR BIRMINGHAM DR BISCAYNE PARK LN BISHOP DR** BLACK TREE DR BLACK WALNUT LN

BLACKBERRY LN BLACKBURN ST BLACKSMITH CT BLACKSTONE DR BLACKTAIL TRL **BLANCO DR BLERIOT PL BLOOMFIELD DR** BLUE BONNET DR BLUE LAGOON DR BLUE OAK DR BLUE RIDGE TRL **BLUEBELL DR BLUEBERRY LN BLUEFIELD LN BLUEGRASS DR BLUESTONE DR** BOAT CT BOB SMITH PKWY BOER CT BOGARTE DR BOIS D ARC LN BOLD FORBES DR **BOLERO ST** BONHAM ST BONITA DR BOOTS AND SADDLE CT BORDEAUX DR BOSCOMBE CT BOSOUE BOSS COPE RD BOSSWOOD CT BOSSWOOD DR BOUNDBROOK LN BOWIE LN BOWLES ST **BOWLING GREEN ST** BOXWOOD DR BRADFORD ST **BRADLEY CIR BRADWOOD AV BRADY LN** BRAES MEADOW CT BRAES MEADOW DR BRANCH HOLLOW DR **BRANDON ST** BRANDY STATION RD **BRANNON ST** BRATCHER DR BRAVE MAXIM CT **BRAZORIA DR** BRAZOS CT BRENT CT BRENTWOOD DR BRETON DR **BREVITO DR** BREWSTER CT **BRIAN DR** BRIAR HILL DR BRIAR OAKS LN BRIARWOOD DR BRIDGEMARKER DR BRIDGEWATER DR BRIDLE BIT DR **BRIDLE PATH** BRIM CT **BRISA CT** BRISA DR BRISKET LN BRISTO PARK ST BRISTOL CIR BRITISH BLVD BRITON CT **BRITTANY LN BROADSWORD LN BROOK LN** BROOK TREE DR BROOKCOVE DR **BROOKFIELD DR** BROOKHAVEN DR BROOKHURST DR BROOKLAKE DR **BROOKVALLEY LN** BROOKWOOD CT **BROWNING LN BROWNLEE DR BROWNWOOD AV BRUSH CREEK** BRYCE CANYON **BUCANERO** BUCHANAN DR

Appendix M

BUCKEYE DR BUCKINGHAM DR **BUENA DR** BUENO VISTA DR BURBANK WAY **BURBERRY DR** BURLESON ST BURNET DR BURNEY OAKS LN **BURNEY RD BURNINGTREE LN** BURROWS TRL **BUSH DR** BUTTERCUP DR BUTTERFIELD TRL BUTTONBUSH DR BUXTON DR **BYRD PL** CABOT DR CACTUS TRL CADDY CT CAIN LN CALDER DR CALENDAR CT CALIENTE DR CALIFORNIA TRL CALISTOGA LN CAMARA CT CAMBRIDGE PL CAMDEN DR CAMELOT DR CAMELOT LN CAMERON DR CAMINATA CAMINO CT CAMINO REAL DR CAMPFIRE DR CAMPO DR CAMPOLINA DR CANA CANADIAN CIR CANAL CT CANCUN ST CANDACE DR CANDLELIGHT LN CANDLER PARK DR

CANDLESTICK DR CANDLEWOOD PL CANTERBURY CT CANTERBURY PARK DR CANTRELL ST CANVAS PL CANYON RD CANYON SPRINGS DR CAP ROCK LN CAPANNA TRL CAPE COD DR CAPE PEARL DR CAPETOWN DR CARCARA CT **CARDIFF ST** CARDIGAN DR CARDINAL CREEK DR CAREFREE CT CARLISLE CT CARLSBAD DR CARMEN DR CARMONA CARNATION CT CAROL DR CAROLINA ST CARRIAGE CT CARRIE CT CARRIER PL CARRINGTON LN CARROLLS CROFT CT CARSON TRL CARTGATE LN CASA OAKS CLUSTER ST CASCADE DR CASPIAN WAY CASTAWAY DR CASTILLE DR CASTLECOVE DR CASTLEROCK CIR CASTLEWOOD CIR CAT TAIL LN CATALPA DR CATAMARAN DR CATARATA WAY

CATHEDERAL DR CAVALCADE DR CAYUGA LN CEDAR BLUFF DR CEDAR CREEK DR CEDAR DR CEDAR GLEN CT CEDAR GLEN DR CEDAR RIDGE DR CEDARBROOK CIR CEDARDALE ST **CEDRO** CELIAN DR CELTIC ASH DR CENTRAL AV CENTRAL PARK LN CESAREO DR CHABLIS DR CHALK CT CHAMBERLAIN PL CHAMPION HILL DR CHANCELLORSVILLE **PKWY** CHANDRA PKWY CHANNEL DR CHANNING DR CHANUTE DR CHAPARRAL DR CHARDONNAY CT CHARON CT CHASE CT CHATHAM CT CHAUCER CT CHEROKEE TRC CHERRY LN CHERRY ST CHERRY TREE WAY CHESHIRE WAY CHESTER ST CHESTNUT DR CHIANTI WAY CHICKAPOO TRC CHICKASAW TRC CHILDRESS DR CHIPPER CT CHIPPEWA LN

ROAD INVENTORY

CHISHOLM TRL CHOCTAW TRC CHRIS CT CHRISTINA PL CHRISTOPHER CT CHRISTOPHER ST CHRISTY ST CHURCHILL WAY CIELO VISTA DR CIMA WAY CIMARRON TRC **CINCA** CINDY LN CLADIUS DR CLAREBROOKE DR CLAREMONT DR CLARICE ST CLARK TRL CLAY CT CLAYTON OAKS DR CLAYTON ST CLEAR BROOK CIR CLEARLAKE DR CLEARWATER DR CLEARWOOD DR CLEMENTE DR CLETA CT CLIFFSIDE DR CLIFTON CT CLIPPER DR CLUB CREST CT CLYDESDALE DR COASTAL BLVD COASTLINE DR COFFEYVILLE TRL COLCA CANYON RD COLD WATER TRL COLGATE ST COLLEGE ST COLLIN DR COLLINS ST COLONIAL CT COLOSSEUM WAY COLT TERRACE COLUMBIA ST COLUMBINE CIR

COLUMBINE LN **COLUMBUS** COMAL DR COMANCHE TRL COMMERCE PARK DR COMMODORE DR COMMONWEALTH CIR **COMPAS** CONCHA DR CONDOR DR CONDOR ST CONOVER DR CONRAD LN CONSTANTINE CT CONSTITUTION DR CONTINENTAL DR COOK DR COOL WATER TER COOPER ST COOPERS HAWK CT CORAL COVE DR CORDWOOD CT CORK DR CORN VALLEY CT CORN VALLEY RD CORNERSTONE LN CORONA DR CORONADO DR CORRAL RD CORRIDA CT COSTA DE ORO LN COSTA VERDE DR COTTONWOOD CT COTTONWOOD ST COTTONWOOD VALLEY LN COUCH CIR COUNTRY CLUB CIR COUNTRY CLUB DR COUNTRY CLUB PL COUNTRY LN COURTSIDE DR COVE DR COVE MEADOW CT COVENTRY CT COVENTRY DR

COVEY LN COVINGTON CT COWBOY TRL COX ST COYOTE TRL COZUMEL ST CRABAPPLE LN CRANBROOK LN CRANE CT CRANE DR CREEK WAY CREEKSIDE DR CREEKSIDE WAY CREEKWOOD LN CRESCENT DR CRESCENZIO DR CRESTBROOK LN CRESTVIEW DR CRICKET WAY **CRISTIN LN** CROCKETT ST CROFT CREEK CIR CROOKS CT CROSBYTON LN CROSS CREEK CIR **CROSSVINE DR** CROW CT **CROWN DR CRUISE DR** CRYSTAL BROOK CT CRYSTAL COVE CRYSTAL WAY CUMBERLAND LN **CURTIS PL** CURTISS ST CURTS CIR CURTS DR CYPRESS CT CYPRESS DR CYPRESS GLEN DR CYRUS CT DABNEY PL DAHLIA DR DAISY LN DAJA LN DALE LN

Appendix M

DALES CIR DALLAS AV DALWAY DR DALWORTH ST DAM RD DAMON DR DANA DR DANBERRY LN DANIELLA LN DANISH DR DANZIG DR DARBYTOWN RD DARSENA DARTMOUTH DR DAVID DANIELS DR DAVID DR DAVIS DR DAVIS ST DAWSON CIR DAY MIAR RD DAYDREAM DR DAYTON LN DAYWOOD LN DE LOLLIS DR DEAN DR DEBBIE DR DEBBIE LN DECHMAN DR DEEP LAKE DR DEERBROOK CIR DEL SOL CT DELORES DR DENALI PARK DR DENMARK DR DENSMAN ST DERBY CT DEREK WAY DESCO LN DESCO ST DESERT SAGE DEVON CT DEVONSHIRE DR DIAMOND DR DIAMOND OAKS DR DICKEY RD DILLARD ST

DILWORTH DR DIVOT CT DOCKSIDE DR DODGE TRL DOGGO RD DOGWOOD CT DOMINGO DR DONNA DR DONNIE LN DOREEN ST DOROTHY DR DORRIS DR DORYN DR DOUBLE OAK AV DOUBLETREE LN DOUGLAS PL DOVE CIR DOVER RD DOY CIR DOY DR DR. B.J. HORTON ST DUCK POND DR DUNCAN PERRY RD **DURANGO ST** DURHAM CT DURRAND DR DUVAL DR E ABRAM ST E BARDIN RD E BROAD ST E CAMP WISDOM RD **E CHURCH ST** E COBER DR E CORAL WAY E CREEK DR E CROSSLAND BLVD E DICKEY DR E ETON ST E FERNDALE LN E GRAND PRAIRIE RD E GRENOBLE DR E HIGHWAY 180 SVC RD E IH 20 EB E IH 20 SVC EB RD E IH 20 SVC WB RD

E IH 20 WB E IH 30 EB E IH 30 WB **E JEFFERSON ST** E MAIN ST E MARSHALL DR E MOUNTAIN CREEK CT E MOUNTAIN CREEK DR E MOUNTAIN LN E OAKDALE RD **E PACIFIC AV E PALACE PKWY** E PAR VIEW CIR E PARK SQUARE RD **E PHILLIPS CT E PIONEER PKWY** E POLO RD E ROCK ISLAND RD E SANDRA LN E SEETON RD E SERVICE ROAD E SHADY GROVE RD E SPRINGDALE LN E STRONG PKWY E TARRANT RD E TERRACE DR E TOWNHOUSE LN E TRINITY BLVD E VALLEY LN **E WARRIOR TRL** E WESTCHESTER **PKWY** E WILDLIFE PKWY EAGLE DR EARHART AV EARLE DR EARNEST DR EASTLAKE DR EASTLAND DR EASTWOOD CT ECHO DR ECTOR DR ED SMITH CT EDELWEISS DR

ROAD INVENTORY

EDEN DR EDGEVIEW CT **EDGEVIEW DR** EDGEWOOD CT EDGEWOOD DR EDINBURGH LN **EDINBURGH ST** EGYPTIAN WAY EIFFEL DR EL CAPITAN CT EL CENOTE WAY EL CORTO ST EL PASO ST ELGIN CT ELI DR ELLIS CT ELLIS DR ELLIS ST ELM DR ELMBROOK DR ELMCREEK LN EMBERS TRL EMBERWOOD DR EMERAL SOUND DR EMERALD ST EMERSON DR EMPEROR ST ENCHANTED CT ENDICOTT DR ENFIELD AV **ENGLAND PKWY ENSENADA** ENTERPRISE DR EPIC CENTRAL EPIC PL EQUESTRIAN LN ERIC ST **ERIN LN ERNIE LN** ESCOBA DR **ESPLANADE** ESOUIRE DR ESOUIRE PL **ESSAYONS** ESSEX CT ESSEX DR

ESTACADO DR **ESTADO ESTANCIO** ESTATE DR **ESTELA EUCLID DR** EUROPA DR EVA MAE BLVD EVA ST EVERGREEN WAY EXCALIBUR DR EXCHANGE DR EXMOOR CT **EXPLORADOR** EYRIE CT FAIR OAKS DR FAIRCHILD PL FAIRFAX ST FAIRFIELD DR FAIRHAVENS PL FAIRMONT CT FAIRMONT DR FAIRVIEW DR FAIRWAY FAIRWAY DR FAIRWAY PARK ST FALCON DR FALCON TRL FALL CREEK DR FALL DR FALLBROOKE DR FAMILY CIR FANNIN TRL FARGO DR FARMERS RD FARRIER CT FEBRUARY LN FENWICK ST **FERDINAND** FERNCREST CT FESCUE WAY FESTIVAL PARK LN FIELDCREST DR FIELDSTONE DR FIELDWOOD DR FIG TREE LN

FILLY CT FINLAND AV FINNHORSE DR FIREFLY CT FIREWOOD WAY FISH CREEK RD FISHBURN ST **FLAMENCIA** FLEETWOOD COVE DR FLEUR DE LIS LN FLORENCE ST FLORIDA CT **FLUVIA** FM 661 RD FOGHORN LN **FONTANA** FOREST CT FOREST GLEN LN FOREST LAKE DR FOREST OAKS DR FOREST PARK PL FOREST RIDGE DR FOREST TRAIL DR FORESTEDGE DR FORREST HILL CIR FORREST HILL LN FORSYTH LN FORT BEND DR FORT SCOTT TRL FORT WORTH ST FORUM DR FOSSIL RIDGE DR FOUNTAIN PKWY FOX MEADOW TRL FOXGLOVE CT FRANCES DR FRANKLIN ST FREEMON PL FREESTONE DR FREETOWN RD FRIAR TUCK ST FRIARS LN FRIESIAN DR **FRONTERA** FRONTIER DR FUEGO DR

Appendix M

FUENTE FURLONG DR GAINES MILLS RD GALAWAY BAY DR **GALLO** GALVESTON ST GARDEN GROVE CT GARDEN GROVE RD GARDEN OAK PL GARDEN WAY GARDENIA DR GARRETT BLVD GATE 1 GATE 2 GATEWAY CIR GATHERING PL GAYLEWOOD CT **GENEVA DR GENTRY PL GIDRAN DR** GIFCO RD **GIFFORD ST** GILBERT CIR **GILBERT RD** GILDERSLEEVE ST **GILLESPIE CT GILLESPIE LN GLACIER PARK LN** GLEN CT GLEN EAGLES DR GLEN KEY ST GLENBROOK DR GLENDA DR GLENDALE DR **GLENWOOD** GLOUCESTER DR **GLYNN CIR** GOERTE DR GOLDEN DAISY AV GOLDEN EAGLE DR GOLDEN HAWK DR GOLDENRAIN DR GOLF VIEW LN **GOLIAD TRL** GOODNIGHT CT GOODNIGHT TRL

GOODWIN ST GOPHER BLVD GOSHAWK ST GOTLAND DR GRACE DR **GRAHAM ST GRAMLEY ST** GRANADA AV **GRANBURY LN GRAND CENTRAL** SHOPPING CENTER GRAND COLONIAL ST **GRAND LAKES BLVD GRAND LAKES WAY GRAND PRAIRIE** MUNICIPAL AIRPORT **GRANDVIEW DR GRANDVILLA LN GRANDWAY DR GRANT ST GRASON DR GRAYCO DR GREEN BRANCH DR GREEN HOLLOW DR** GREEN OAKS BLVD GREEN VISTA CT GREEN VISTA TRL GREENBRIAR CT GREENBROOK LN **GREENHILL LN GREENLAND WAY GREENTREE DR GREENVIEW DR GREENWICH DR GREENWOOD DR** GREGORY LN **GRUMMAN DR GUADALOUPE GUILIA DR GWYNDELLONS LN** HACIENDA CT HALIFAX DR HALLMARK CT HALLMARK ST HAMILTON DR HAMMOND DR

HAMPSHIRE DR HAMPTON CIR HANGER DR HANGER LOWE RD HANOVER ST HARBOR LIGHTS DR HARBOUR DR HARBOURTOWN DR HARDROCK RD HARDWOOD CT HARDY RD HARDY ST HARLOW LN HARMON RD HARPER CT HARPERS FERRY DR HARRELL DR HARRIER ST HARRISON ST HARTFORD AV HARVARD DR HASTINGS DR HATHAWAY DR HATTON DR HAVENWOOD DR HAWAII DR HAWCO DR HAWTHORNE LN HAYMEADOW DR HAYNES RD HAYSTACK CT HAYSTACK DR HAZELWOOD DR HEATHER CT HEATHER DR HEATHER HILL CT HEATHER RIDGE LN HEATHERBROOK LN HEATHERWOOD DR HEINZ WAY HEMINGWAY DR HEMLOCK DR HENSLEY DR **HERBOSO** HERITAGE CT HERITAGE PKWY

HERITAGE TOWNE **BLVD** HICKORY ST HIDDEN BROOK DR HIDDEN COVE DR HIDDEN HARBOR RD HIDDEN HOLLOW DR HIDDEN LAKES CT HIDEAWAY DR HIGH HAWK BLVD HIGH PRAIRIE RD HIGH SCHOOL DR HIGHLAND DR HIGHLAND WOODS DR HIGHPOINT CIR HIGHRIDGE TRL HIGHVALLEY TRL HILL ST HILL TOP LN HILLCREST LN HILLDALE CT HILLSIDE DR HILTON HEAD DR HINES AV HINTON ST HOBBLE CT HOBBS DR HOBBY FALCON TRL HOCKLEY DR HOLLAND ST HOLLOW OAK DR HOLLY HILL DR HOLSTEIN DR HOMES DR HOMESTEAD TRL HOMEWOOD LN HONDURAS LN HONEY SUCKLE DR HOPEWELL CT HOPEWELL ST HOPI TRL HOPKINS DR HORIZON DR HORNED OWL ST HOSPITAL BLVD HOUSTON ST

HOWELL ST HUDDLESTON DR HUDSON AV HUMMINGBIRD DR HUNT DR HUNTINGTON DR HUNTS POINT HUNTWICK DR **HWY 161 NB** HWY 161 SB HYDE PARK DR **IDLEWILD RD** IH 30 SVC EB IH 30 SVC EB IH 30 SVC EB IH 30 SVC WB IKEA PL IKEA WAY **INDEPENDENCE CT** INDEPENDENCE TRL INDIAN HAWTHORN DR INDIAN HILLS DR INDUSTRIAL AV **INGLESIDE DR INGLEWOOD DR INGRAM DR** INWOOD CT IRIS DR **IRONWOOD DR ISBELLA DR ISLAND DR** ISUZU PKWY ITALIA LN **IVANHOE CIR** IVY DR IVY GLEN CT **IVY GLEN DR** JACKSON ST JACOB DR JAIME JACK DR JAMIE DR JAN DR JANUARY LN JASON DR JASPER DR

JELMAK AV JENNIFER MCFALLS PARK WEST JENNIFER TRL JERE ST JERETT DR JESSE ST JILLIAN WAY JOHNSON RD JOHNSON ST JOHNSONS CIR JON PAUL DR JONATHAN DR JORDAN DR JOUSTING LN JOY DIANNE DR JUDY LN JUNEAU DR JUNIPER DR JUTLAND DR KAITLIN WAY KALGARY LN KATE LN KATHRYN DR **KAYLIE ST** KECK ST KELLEY LN **KENEDY LN** KENSINGTON CT KENT DR KENTSHIRE DR KENTUCKY CT KENTUCKY DR **KENWOOD DR KESSLER ST** KESTREL ST **KETTERING CT** KIGER DR KILDEER CT KILDEER TRL KIMBERLY LN KIMBLE RD KING ARTHUR DR KING HARBOR CT KING JAMES CT KING RICHARD DR

Appendix M

KINGS CT	L
KINGSBRIDGE DR	L
KINGSLEY DR	L
KINGSTON DR	L
KINGSWAY DR	L
KINGSWOOD BLVD	
KIRBY CREEK DR	
KIRBYBROOK BLVD	
KIRKWOOD DR	
KITE RD	
KITE KD KITTY HAWK LN	
KIWI CT	L
KLEBERG DR	L
KLONDIKE ST	L
KNIGHT CIR	L
KNIGHTS CROSSING	L
KNIGHTSBRIDGE DR	L
KNOB OAK CT	L
KNOLL RIDGE CT	L
KOSCHER DR	L
LA CALA DR	L
LA CRESTA	L
LA CUMBRE WAY	L
LA FIESTA DR	L
LA FONTANA	L
LA JOLLA BLVD	L
LA MANCHA	L
LA MODA	L
LA RODA	L
LA SALLE TRL	Ll
LA SONBRA ST	L
LA VALSE ST	L
LADOGA DR	L
LAGOON DR	L
LAGUNA	L
LAKE COUNTRY DR	L
LAKE DR	
LAKE FOREST DR	
LAKE GARDENS DR	
LAKE GROVE DR	
LAKE HAVEN LN	
LAKE PARK DR	L
LAKE POINT DR	L
LAKE RIDGE PKWY	LI
LAKE VISTA CT	L
LAKE WAY DR	L

AKEBEND DR AKECREST DR AKEFRONT DR AKELAND DR AKEMONT DR AKESHORE DR AKESIDE DR AKEVIEW DR AKEWOOD DR ANCASTER DR ANCE DR ANCELOT CIR ANDING DR ANSHIRE CT ANTERN LN AREDO CT AREDO DR ARGO DR ARKSPUR CT AROCHE ST ARRETA AS FLORES AS PALMAS DR AURA LN AUREL ST AVACA RD AVANDA AZY CREEK DR AZYBROOK LN EGENDARY CT EMART DR EMON DR ENNOX LN EON DR EONARD ST EVEE RD EWIS TRL EXINGTON CIR EYFAIR DR IBBY LN **IBERTY PL** IDA CT **IGHTHOUSE CT** ILAC DR ILAC LN **ILY CT**

LIMESTONE DR LIMOUSIN LN LINCOLN PARK DR LINCOLNSHIRE DR LINDA KAY LN LINDA VISTA DR LINDBERGH LN LINDEN LN LINDLY ST LINDSEY LN LINE DR LINK DR LINKS VIEW CT LION COUNTRY PKWY LISA ST LISETTA ST LITTLE JOHN DR LIVELY LN LIVERPOOL LN LIVINGSTON LN LLANO TRL LOCH CIR LOCKHEED MARTIN LOCKSLEY DR LODA CT LODOSA LOMBARDY DR LONDON LN LONE STAR PKWY LONE STAR RD LONG ACRE ST LONG ST LONGBOW DR LONGHORN TRL LOON LN LORENZO DR LORRAINE AV LOST CREEK LOST MESA LOTUS CT LOUELLA ST LOVELL LN LOVING TRL LOWE DR LOWE RD LOWER TARRANT RD

LOYD PARK RD LUCENA CT LUPINE TRL LUSINO CT LUXOR CT LYNN CREEK / MILDRED WALKER PKWY LYNN CREEK PARK RD LYNN RD LYNNE DR LYNNWOOD DR MABERRY CT MACARTHUR BLVD MACAW CT MACGREGOR DR MADELINE ST MADISON DR MAGELLAN MAGELLAN LN MAGNA CARTA BLVD MAGNOLIA DR MAINE ANJOU DR MALERO DR MALLARD POINTE DR MALVERN HILL RD MANANA DR MANCHESTER DR MANNING ST MANOR ST MAPLE RIDGE DR MAPLE ST MARBLEARCH DR MARCH LN MARCO DR MARCY CT MARGARET ST MARIA DR MARIAN DR MARIGOLD DR MARINA DR MARINE FORCES DR MARIPOSA DR MARK DR MARKER DR MARSH HARRIER AV

MARTHA ST MARTIN BARNES RD MARTIN PL MARY PAT DR MASTERS LN MASTIL MATAGORDA CT MATAGORDA LN MATAMOROS ST MATHIS RD MATLOCK RD MATT PL MATTHEW RD MATTSON DR MAVERICK DR MAY LN MAYFIELD RD MAYFLOWER DR MCCULLOCH DR MCKENNA CT MCKENSIE CT MCKENSIE LN MCKINNEY DR MCMINN COVE MEACHAM CT MEADE DR MEADOW CIR MEADOW CREEK CT MEADOW CT MEADOW LAKE DR MEADOW LN MEADOW PARK LN MEADOWBROOK DR MEADOWS DR MEADOWSIDE CT MEDICAL ROW **MEDINA** MELLOW LN MELORINE DR **MELYNN DR** MERCER ST MERE LN MERIDEN CT MERLIN DR MERLOT PL MERRITT ST

MESA RIDGE TRL MESA VERDE **MESETA** MESOUITE CT METRONOME DR MICHAEL DR MICHELLE DR MID CITIES BLVD MIDDLETON AV MIDNIGHT LN MIKE LEWIS PARK MILDRED WAY MILFORD AV MILLER RD MILLER ST MILLPOND CT MILMORE ST MIMOSA AV MINUET ST MIRABELLA BLVD MIRADA MIRADO MIRAFLORES **MIRAMAR** MISSLE DR **MISTFLOWER** MEADOW MISTY MEADOW DR MISTY MESA TRL MOBILE RD MODELLI DR **MOLINA** MONARCH DR MONET LN MONTAGUE LN MONTALBO MONTANA TRL MONTEJO CT MONTELEON ST MONTERREY AV MONTGOMERY DR MOONBEAM LN MOONLIGHT BAY DR MOORE ST MOORGATE CT MORGAN DR
Appendix M

MODUDICNEADOW		
MORNING MEADOW	N SANTA CLARA CT	NE 3RD ST
LN	N SANTA MARIA CT	NE 4TH ST
MORNING MEADOW	N SANTA ROSA CT	NE 5TH ST
WAY	N SERRANO	NE 6TH ST
MORNING MIST LN	NACOGDOCHES TRL	NE 7TH ST
MORNING STAR DR	NADAR	NE 9TH ST
MORNINGSIDE DR	NADAR NADINE LN	NEBLINA CT
MOSAIC CT	NANTUCKET WAY	NEBLINA DR
MOSE JORDAN RD	NAPA LN	NEW FOREST DR
MOSS LAKE CT	NAPLES LN	NEW HAVEN ST
MOTLEY ST	NASHWOOD DR	NEW YORK AV
MOUNTAIN LAUREL	NATALIE DR	NEWBERRY ST
DR	NATCHEZ CT	NEWCASTLE LN
MUIRFIELD AV	NATIONAL CIR	NEWPORT ST
MUSIC PL	NATURE CT	NICHOLAS CT
MUSSELMAN DR	NAUTICAL DR	NINA CIR
MUSTANG LN	NAVA	NINA DR
MUSTARD LN	NAVARRO LN	NJ HARDEMAN DR
N ARBOR ROSE DR		NO OFFICIAL NAME
N BAGDAD RD	NE 10TH ST	NOBLE CT
N BELT LINE RD	NE 11TH ST	NOBLE LN
N BENT TREE TRL	NE 12TH ST	NORIC DR
N CAMINO LAGOS	NE 13TH ST	NORMANDY WAY
N CARRIER PKWY	NE 14TH ST	NORTH AMERICAN PL
N CENTER ST	NE 15TH ST	NORTH HAMPTON DR
N DAY MIAR RD	NE 16TH ST	NORTH ST
N GRAND PENINSULA		NORTH TOWN DR
DR	NE 18TH ST	NORTHLAKE DR
N GREAT SOUTHWEST		NORTHSTAR DR
PKWY	NE 20TH ST	NORTHVIEW DR
N GREEN OAKS BLVD	NE 21ST ST	NORTHWOOD CT
N HOLIDAY DR	NE 22ND ST	NORWAY LN
N HWY 161 NB	NE 23RD ST	NORWICH LN
N HWY 161 SB	NE 25TH ST	NOTTINGHAM PL
N HWY 161 SVC NB RD	NE 26TH ST	NOVUS CT
N HWY 161 SVC NB RD	NE 27TH ST	NUECES LN
N HWY 360 NB	NE 27TH ST NE 28TH ST	NUEVA TIERRA
N HWY 360 NB	NE 29TH ST NE 29TH ST	NUNEZ DR
N HWY 360 SB	NE 29111 ST NE 2ND ST	NW 10TH ST
N HWY 360 SB	NE 2ND ST NE 31ST ST	NW 11TH ST
N HWY 360 SVC NB	NE 31ST ST NE 32ND ST	NW 12TH ST
N HWY 360 SVC NB	NE 32RD ST NE 33RD ST	NW 12TH ST NW 13TH ST
N KIRBYWOOD TRL N M L KING JR. BLVD	NE 35TH ST	NW 14TH ST NW 15TH ST
	NE 36TH ST	
N PARK SQUARE RD N SAN SABA	NE 37TH ST NE 38TH ST	NW 16TH ST NW 17TH ST
IN SAIN SADA	INE 30111 S1	11 11 11 51

NW 18TH ST
NW 20TH ST
NW 21ST ST
NW 22ND ST
NW 23RD ST
NW 24TH ST
NW 25TH ST
NW 3RD ST
NW 4TH ST
NW 5TH ST
NW 6TH ST
NW 7TH ST
NW 8TH ST
NW 9TH ST
NW DALLAS ST
NW DOLORES HUERTA
DR
OAK BRIAR LN
OAK CREST DR
OAK GLEN CT
OAK GLEN DR
OAK HOLLOW DR
OAK KNOLL WAY
OAK LN
OAK MEADOW DR
OAK RIDGE PL
OAK ST
OAK VISTA DR
OAKBROOK DR
OAKDALE LN
OAKHAVEN DR
OAKLAND ST
OAKMONT DR
OAKNUT CIR
OAKVIEW DR
OAKWOOD DR
OLA LN
OLD FORT WORTH RD
OLD NORTH RD
OLD TREE WALK
OLIVE AV
OLYMPIA DR
OLYMPIC PARK DR
ONDA CT
OPELOUSAS CT
OPELOUSAS TRL

ORAN LN ORCHARD ST ORCHID LN **OREGON CT ORILLO** ORION DR ORYX LN OSAGE CT OSAGE TRL **OSLER DR** OTHEN DR **OTTER CREEK OUIDA ST** OUR LN **OUTLET PKWY** OVER RIDGE DR **OVERLAND TRL** OVERLOOK DR **OWEN TRL OXBOW DR OXFORD CIR** OZARK DR PADDINGTON LN PADDOCK WAY DR PADILLA PADRE CT PADRE LN PADUCAH LN PAIGE PL PAINTBRUSH CT PALACE DR PALACE PKWY PALADIUM DR PALENCIA PALM OAK DR PALMER TRL PALO PINTO RD PALOMINO WAY PALOS VERDES PAMELA WAY PAMPA PAMPAS PL PAMPLONA PANGBURN ST PANORAMA LN PAOLO DR

PARAGON WAY PARHAM DR PARIS DR PARISH CT PARK CENTRAL PARK CROSSING PARK PLACE DR PARK RIDGE DR PARK SPRINGS DR PARK SQUARE PARKCREST DR PARKER RD PARKLINE TRL PARKSIDE DR PARKVALE LN PARKVIEW DR PARKWAY DR PARKWOOD DR PARTRIDGE CT PASEO PAYNE PKWY PEACE PRAIRIE RD PEACEFUL LAKE CT PEACH TREE BEND PEARSON DR PEARWOOD CT PEBBLEBROOK CT PECAN DR PECOS WAY PEEK ST PEGASUS CT PELAW LN PENDLETON CT PENMAN ST PENNY LN PEREGRINE CT PERIWINKLE CT PERRINE PL PERSIMMON DR PESCADERO PEZ DR PHEASANT RUN CT PHILLIPS CIR PIAZZA CT PICCADILLY LN PIETRO DR

Appendix M

PIGEON CT PINE ST PINE VALLEY DR PINEBROOK DR PINEHILL LN PINEHURST LN PINEWOOD DR PINEY MEADOW PL PINKIE HOLMES DR PINNACLE POINT DR PINO PINOAK DR PINTA CIR PISCES AV PLAINS CT PLATTE TRL PLATTNER DR PLAYA PLAYA IMPERIAL LN PLAYA NORTE DR PLAYA PARAISO DR PLEASANT HILL RD PLEASANT OAKS DR PLYMOUTH DR POLLOCK PL POMPI DR PONCE DE LEON POND VIEW CT PONDEROSA DR PONDS EDGE TRL PONZANO PORMA PORT PHILLIP DR PORTA DR PORTILLO PORTLAND DR PORTSIDE DR POST AND PADDOCK RD POST OAK DR POSTBRIDGE DR POTTER CT POULIN AV PRADO PRAIRIE ACRES COVE PRAIRIE CREEK CT

PRAIRIE CREEK DR PRAIRIE FALCON CT PRAIRIE FALCON ST PRAIRIE HILL LN PRAIRIE LN PRAIRIE OAK BLVD PRAIRIE RANCH DR PRAIRIE RIDGE PRAIRIE RIDGE BLVD PRAIRIE VIEW CT PRAIRIE WATERS DR PRAIRIESIDE TRL PREAKNESS DR PREMIER PKWY PRESERVE BLVD PRESIDIO DR PRESTO CIR PRESTON TRL PRIMROSE CT PRINCE CT PRINCE JOHN CT PRINCE JOHN DR PRIVATE PROCTOR DR PROMONTORY DR PROSPERITY CT PRYOR PLACE DR PRYOR PLACE LN PUEBLO RIDGE PURCELL DR PURCELL ST PUTNAM DR PUTTER CT **OUAIL CREEK DR OUAIL CROSSING** QUAIL CT **QUAIL HOLLOW DR** QUANNAH DR **OUARTER HORSE DR OUEENS CT QUEENS WAY QUEENSTON DR OUEENSWOOD DR OUEST DR** RACEHORSE DR **RACHEL ST**

RACQUET CLUB DR RAGLAND RD RAINBOW DR RAINTREE CT RAINWATER TRL RALPH ST RANCH RD RANCHITA DR RANCHVIEW DR RANDALL TER RAPTOR CT RAVEL ST RAVENWOOD DR RAYNES PARK DR RAYWOOD DR REBECCA CT RED HAWK DR **RED MINE LN** RED OAK DR **RED RIVER TRL RED TWING TRL** REDWOOD DR **REFORMA DR** REFUGE WAY REGAL OAK RD **REGATTA DR REGENCY DR** REGISTRY DR **REMMINGTON DR RENFRO DR RENO WAY** RHAPSODY ST **RIALTO WAY** RICE ST RICHARDSON DR RICKENBACKER PL **RIDGE LN RIDGE POINT DR** RIDGECREST RD **RIDGEDALE RD** RIDGELAKE DR RIDGEMAR DR **RIDGEWAY DR RIDGEWOOD DR** RIESLING WAY **RINEHART DR**

RIO GRANDE DR RIVER BIRCH DR RIVER BLUFF CT RIVER LAKE WAY RIVER RIDGE BLVD RIVERCHASE WAY RIVERGATE DR RIVERHILL DR RIVERSIDE PKWY RIVERVIEW PL RIVERWOOD LN ROARING SPRINGS RD ROBERTSON RD ROBIN DR ROBINHOOD DR ROBINSON CT ROBINSON RD ROBLE ROCCO DR **ROCHELLE CT** ROCHESTER CT ROCK CREEK DR ROCKWALL DR **ROLLING HILLS LN ROLLING MEADOWS** DR ROMAN RD RONG WAY ROSE LEE SEATON RD **ROSEBUD CT ROSEDALE DR** ROSEMONT AV ROSEWOOD ST **ROSINA** ROUNDTABLE CT ROY ORR BLVD ROYAL AV **ROYAL COACH LN ROYAL LAKE DR ROYAL LYTHAM CT ROYAL VALLEY CT** ROYAL VALLEY RD **ROYALWOOD CT RUBY RD RUEA ST RUEDA**

RUGBY LN RUGGLES DR **RUMSFELD RD** RUSTLEWIND LN **RYAN RD** S ARBOR ROSE DR S BAGDAD RD S BELT LINE RD S BENT TREE TRL S CAMINO LAGOS S CARRIER PKWY S CENTER ST S COLUMBINE LN S EDELWEISS CT S EDELWEISS DR S ELM DR S FORUM DR S GILBERT RD S GRAND PENINSULA DR S GREAT SOUTHWEST PKWY S HOLIDAY DR S HWY 161 NB S HWY 161 SB S HWY 161 SVC NB RD S HWY 161 SVC SB RD S HWY 360 NB S HWY 360 NB S HWY 360 SB S HWY 360 SB S HWY 360 SVC NB S HWY 360 SVC SB S M L KING JR. BLVD S PARK SOUARE RD S SAN SABA S SANTA CLARA CT S SANTA MARIA CT S SANTA ROSA CT S SERRANO SABINE LN SADDLE HILL DR SADDLE RD SADDLERIDGE CT SAFARI CIR SAFRAN DR

SAGEBRUSH DR SAGUARO DR SAIL AWAY PL SALEM ST SALINA DR SALISBURY DR SALLY CT SALOON DR SALOR SALTILLO ST SAMPSELL DR SAN ANTONIO ST SAN AUGUSTINE LN SAN CARLOS DR SAN GRANDE CT SAN JACINTO DR SAN PATRICIO DR SAN PEDRO DR SAN REMO DR SAN SABASTIAN CIR SANCTUARY DR SAND DOLLAR CT SAND RIVER DR SANDALWOOD DR SANDERS ST SANDRA LN SANDY LN SANDY SHOAL CT SANTA ANNA DR SANTA BARBARA DR SANTA CRUZ CIR SANTA FE CT SANTA FE TRL SANTA MARGARITA SANTA MONICA DR SANTA PAULA SANTA RITA DR SANTA SABINA DR SANTERRE DR SANTIAGO CIR SARA JANE PKWY SARRIA SARUM CT SAUGUS DR SAUVIGNON WAY SAVAGE STATION DR

Appendix M

SAVANNAH DR	SERVICE ROAD	SIERRA SPRINGS DR
	SERVICE ROAD	
SCARLET IN	SEVEN DINES DR	SILVER HORN CT
SCARBOROUGH DR SCARLET LN SCOTLAND DR SCREECH OWL LN SE 10TH ST SE 11TH ST	SEVEN PINES DR SEVIE LN	SILVER MEADOW LN
SCOTLAND DR SCDEECH OWL I N	SGT GREG L HUNTER	SILVER OAKS
SEREECH OWE EN	LN	CLUSTER ST
SE IVITI SI SE 11TH ST	SHACKLEFORD TRL	
SE 12TH ST	SHACKLEFORD IKL	SILVER SAGE LN
SE 12TH ST SE 13TH ST	SHADOW PASS	SILVER SAGE LN
	SHADY LN	SILVER TRL SILVERADO TRL
SE 14TH ST SE 15TH ST	SHADY CREEK DR SHADY LN SHADY OAK TRL	SILVERADO TRL SINGLETON BLVD
SE 16TH ST	SHADY TRL SHALLOWAY DR	SINGLETON ST
SE 17TH ST		
SE 19TH ST	SHALOT CIR	SIR ROLAND DR
SE 23RD ST	SHANNON LN	SIR STEWART CIR
SE 26TH ST	SHARLIS CIR SHARPSBURG DR	SKINNER WAY
SE 27TH ST	SHARPSBURG DR	SKYLINE CIR
SE 2ND ST	SHARPSHIRE DR	SKYLINE RD
SE 3RD ST	SHAWN ALLEN DR SHAWNEE TRC SHEFFIELD DR	SKYWAY DR
SE 4TH ST	SHAWNEE TRC	SLATON DR
SE 5TH ST	SHEFFIELD DR	SLEEPY GLEN DR
SE 6TH ST	SHELBY LN	SLOCUM ST
SE 6TH ST SE 7TH ST SE 8TH ST SE 9TH ST SE DALLAS ST	SHELTER COVE DR	SMALL HILL ST
SE 8TH ST	SHELTON ST	SMALL ST
SE 9TH ST	SHERBROOKE DR	SMOKEWIND LN
SE DALLAS ST	SHERIDAN DR SHERIFF DR	SNOWY OWL ST
SEA GULL DK	SHERIFF DR	SOARING EAGLE CT
SEA HARBOR DR	SHERMAN ST	SOCRATES DR
SEA HAWK ST	SHERRY CIR	SOMERTON DR
SEA STAR DR	SHERWOOD DR	SOMERVELL TRL
SEABREEZE DR	SHIELD LN	SOMMERSET DR
SEACOAST DR	SHIRAZ RD	SONATA ST
SEAGROVE CT	SHIRE WAY	SONOMA LN
SEAPORT DR	SHIREBROOK CT	SONORA CT
SEASCAPE DR	SHIRECREEK CIR	SONORA LN
SECRETARIAT DR	SHIVERS DR	SONTERRA DR
SEDGEMOOR DR	SHORE CREST DR	SORREL LN
SEDONA DR	SHOREVIEW DR	SOTOGRANDE ST
SEETON RD	SHOREWAY DR	SOUTHEAST PKWY
SEIDER LN	SHORT ST	SOUTHERN HILLS
SENDA	SHORTHORN CT	BLVD
SENDERO	SHOW PLACE	SOUTHGATE DR
SEQUOIA DR	SHOWDOWN LN	SOUTHLAND LN
SERENADE ST	SICILY CT	SOUTHLOOK DR
SERENITY CT	SIERRA CT	SOUTHRIDGE CT
SERPIS	SIERRA DR	SOUTHWIND DR

SOUTHWOOD TRL SPANISH TRL SPARKS DR SPARROW HAWK CT SPARTACUS DR SPENCER CIR SPIKES ST SPINNER LN SPRING CREEK CIR SPRING CT SPRING LAKE DR SPRING MEADOW LN SPRING TREE DR SPRINGBROOK AV SPRINGDALE CIR SPRINGWOOD DR **SPRUCE** SPUR DR SPUR ST SPYGLASS DR SQUIRE CT ST ANDREWS DR ST JOHNS WAY ST PAUL RD ST.HELENA LN STADIUM DR STAGECOACH WAY STALLION LN STARBOARD DR STARBRIDGE LN STEARMAN PL STEEPLE CHASE CT STEPHEN ST STEPHENS PKWY STEPPINGTON ST STEWART DR STILL MEADOW CT STINWICK LN STOCKTON DR STOCKTON TRL STONEBROOK DR STONEHENGE DR STONELAKE DR STONERIDGE DR STONES RIVER RD STONEWALL DR

STONEWAY DR STRATFORD AV STREAM DR STRESA LN SUBLETT RD SUFFOLK DR SUGAR CREEK DR SUGAR MILL LN SULTAN DR SUMAC DR SUMMERFIELD LN SUMMERTREE LN SUMMERVIEW DR SUMMERWOOD DR SUMMIT CT SUMMIT VIEW ST SUN RISE LN SUNFLOWER DR SUNNY MEADOW LN SUNNYBROOK LN SUNNYVALE RD SUNRIDGE WAY SUNRISE CT SUNSET LN SUNSET RIDGE DR SUNVALLEY DR SURFSIDE LN SURREY CIR SURREY LN SUSANNA DR SUSSEX AV SUTTON DR SW 14TH ST SW 15TH ST SW 16TH ST SW 17TH ST SW 18TH ST SW 20TH ST SW 21ST ST SW 23RD ST SW 2ND ST SW 3RD ST SW 4TH ST SW 5TH ST SW 6TH ST SW DALLAS ST

SW DOLORES HUERTA DR SWAINSONS HAWK LN SWALE ST SWALLOWTAIL CT SWEDEN DR SWEET BIRCH SWEET ST SWEET WATER DR SWEETBRIAR LN SWENSON CT SWITCHGRASS GROVE SWORD DANCER WAY TAHOE DR TALL TREE DR TALON ST TAMARA LN TAMARACK DR TAMARON DR **TAMPICO ST** TANBARK CT TANGLE RIDGE DR TANGLEBROOK DR TANNER WAY TAOS DR TAPLEY ST **TARPON LN** TARRAGON LN TAWNY OWL RD TEAL DR TEE BOX PL **TEODORO DR TERESA LN TERRELL DR TERROSA DR** TERRY DR TERRY LYNN ST TERSK CT **TEXAS ST** TEXAS TRUST WAY TEXOMA DR THAMES DR THAYER CIR THICKET TRL THIMBLEBERRY TRL THOMAS ST

Appendix M

THOMPSON TRL THORNBUSH DR THORNWOOD TRL THOROUGHBRED LN THOUSAND OAKS CT THREE TEE CT THROCKMORTON DR TIAGO DR TIBER RIVER CT TIBER RIVER LN **TIFFANY TRL** TIMBER CREEK DR TIMBER CT TIMBER OAKS LN TIMBERDALE ST TIMBERLAKE DR TIMBERLEAF DR TIMBERLINE DR TIMBERVIEW ST TIMBERWOOD CT TIMES ST TINA DR TINTO TIPPERARY DR TIVOLI DR TOCCATA ST TOKARA CT TOLOSA TOM HALL DR TOMPKINS DR TORIO TORMES TORY DR TOURNAMENT CT TOWN LAKE DR TOWN PARK AV TOWNE CROSSING TRAFALGER WAY TRAIL LAKE DR TRAILERDELL RD TRAILWOOD DR TRANQUILO TRAVIS ST TREASURE WAY TREE SHADOW LN TRENT CT

TREVINO TRIBLE DR TRIGG ST TRILENE DR TRINIDAD DR TRINITY RIDGE DR TRIPLE CROWN LN TRIPOLI TRL TRITON CT TROPHY DR **TULIP CT TURF CT** TURNBERRY LN **TURNER BLVD TURNER PARK RD TURNER PKWY TUSCANY LN TUSING AV TUSKEGEE ST** TWELVE OAKS BLVD TWELVE OAKS DR TWILIGHT DR TWIN BROOKS DR **TWIN PINES DR** TWISTED VINE LN TWO WORLDS DR TYLER DR TYPHON DR TYRE ST **UMBRIO UNKNOWN URBAN DR US 287 NB US 287 SB** VAL VERDE CT VALENTINO WAY VALLEY BROOK LN VALLEY VIEW DR VAN ZANDT DR VARSITY DR VEGA CT VEGA ST **VELA** VELERO VENECIA WAY VENICE DR

VENTURA LN VERA CRUZ DR VERANDA CT VERDE WOODS VERNOY DR **VESPESIAN LN** VICKY LN VICTORIA DR VICTORY DR VICTORY LN VIENTA CT VIENTA POINT VILLA CREEK ST VILLA CT VILLA DI LAGO DR VILLA PL VILLAGE GREEN DR VINEYARD RD VINTAGE DR VIRGINIA DR VISTA CIR VISTA HEIGHTS LN VISTA VERDE DR VIVIAN CIR VOLAR CT VOLTAIRE DR VOLTURNO DR VOUGHT PL W ARBOR ROSE DR W BARDIN RD W CAMP WISDOM RD W CARRIER PKWY W CHURCH ST W COBER DR W CORAL WAY W CREEK LN W CROSSLAND BLVD W ETON ST W FERNDALE LN W GRAND PRAIRIE RD W GRENOBLE DR W HUNTER FERRELL RD W IH 20 EB W IH 20 SVC EB RD W IH 20 SVC WB RD

ROAD INVENTORY

W IH 20 WB W IH 30 EB W IH 30 EB WIH 30 WB W IH 30 WB W JEFFERSON ST W MAIN ST W MARSHALL DR W MOUNTAIN CREEK DR W MOUNTAIN LN W OAKDALE RD W PACIFIC AV W PARK SOUARE RD W PHILLIPS CT W PIONEER PKWY W POLO RD W ROCK ISLAND RD W SANDRA LN W SHADY GROVE RD W SPRINGDALE LN W STRONG PKWY W TARRANT RD W TERRACE DR W TOWNHOUSE LN W TRINITY BLVD W WARRIOR TRL W WESTCHESTER **PKWY** W WILDLIFE PKWY WACO PL WAGGONER AV WAGON WHEEL DR WAHOO TRC WALDEN PLACE CT WALES CT WALINGFORD DR WALKER ST WALNUT RIDGE DR WALNUT ST WALSH LN WALTER HILL DR WANDERING BROOK ST WARDER WAY WARE DR

WARRINGTON DR WARWICK AV WATER BRIDGE WATER OAK DR WATERBURY DR WATERCREST LN WATERFIELD CT WATERFORD DR WATERFRONT DR WATERPOINT ST WATERS EDGE DR WATERSIDE DR WATERVIEW DR WATERWAY DR WATERWHEEL CT WATERWOOD DR WATSON ST WAYNE WAY WE ROBERTS ST WEATHERED TRL WEB CT WEBB LYNN RD WEDGEWOOD DR WEEPING WILLOW LN WEIRGATE CT WELARA DR WELLINGTON DR WENDY DR WENTWORTH DR WESCOTT DR WEST COVE WAY WEST DR WEST GROVE LN WEST SHORE DR WESTBRIAR LN WESTBROOK CT WESTCHASE DR WESTCHESTER GLEN DR WESTCLIFF RD WESTCREST CT WESTFIELD DR WESTHOFF DR WESTLAKE DR WESTMINSTER DR WESTOVER DR

WESTPARK DR WESTRIDGE DR WEXFORD DR WEYLAND DR WHEAT HILL DR WHEELER ST WHISPER MEADOW LN WHISPERING BREEZE DR WHISPERING HOLLOW WHISPERING LN WHITE OAK DR WHITEBRUSH LN WHITEHALL DR WHITMAN LN WICHITA TRL WILD COVEY TRL WILD PLAINS DR WILD VALLEY TRL WILDERNESS TRL WILDERNESS WAY DR WILDFLOWER DR WILDWOOD DR WILL POINT DR WILLIAM CT WILLINGTON DR WILLOUBY DR WILLOW GLEN CT WILLOW SPRINGS CT WILLOW ST WILLOW TRAIL DR WILLOWBROOK CIR WILLOWOOD LN WILMER DR WILMINGTON CT WILMINGTON DR WILTON TER WILTSHIRE DR WIMBLETON DR WINCHESTER CT WINDBROOK DR WINDCHIME CT WINDCHIME DR WINDCLIFF DR WINDERMERE LN WINDHAM DR

Appendix M

WINDHURST DR WINDING CREEK DR WINDING FOREST DR WINDING HOLLOW DR WINDING RIDGE TRL WINDING TRL WINDSOR PL WINDWARD DR WINDY MEADOW LN WINDY POINT DR WINFORD DR WINNERS ROW WINSLOW DR WINSTON ST WINTERCREST RD WINTERGREEN ST WISE RD WISHING WELL CT WISTERIA DR WOLCOTT LN WOLFFORTH DR WOOD BROOK DR WOOD LAKE TRL WOOD STREAM DR WOODACRE DR WOODCREST DR WOODDALE CT WOODFIELD DR WOODFORD COVE ST WOODGLEN RD WOODHAVEN LN WOODLAND CT WOODLAND DR WOODLAWN LN WOODMOOR LN WOODSIDE DR WOODSMAN CT WOODSTONE TRL WOODTHRUSH WOODVIEW CT WOODVINE CT WOODWARD CT WORTHWAY DR WRANGLER ST WREN CT WRIGHT BLVD

WRIGHT PL WUTHERING CIR YALE DR YARROW CT YAUPON DR YELLOW TAVERN CT YELLOWLEAF DR YELTES YORKSHIRE DR YOUNG ST ZANES CT ZENIA ZINFANDEL RD ZION HILL

Appendix N MUNICIPAL ROAD MAINTENANCE AGREEMENTS

ID

840

Department: City Manager

Vendor Name: Texas Department of Transportation - Dallas District

Project Name: Municipal Maintenance Agreement

Work Order Number(s):

Account Number: NA

Contract Amount: \$0.00	Implementation Date: 9/6/1994	Termination Date:	City Council Appr. Date:
Insurer A Name: NA			Insurer A Expiration:
Insurer B Name:			Insurer & Expiration:
Insurer C Name:			Insurer C Expiration:
Insurer D Name:			Insurer D Expiration:
Insurer E Name:			Insurer E Expiration:
Return Executed Copy To:			
Department Manager Sign atu	Ire:		Date:
City Attorney Signature:			Date:
City Manger/Deputy City Mar	ager Signature:		Date:
City Secretary Signature:			Date:



Form 1038 Rev. 3/94 Previous versions are obsoleta. DHT # 122504

Municipal Maintenance Agreement

STATE OF TEXAS *

COUNTY OF TRAVIS *

 THIS AGREEMENT made this ______ day of ______ September ______, 19 _94 _____, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of _______ GRAND PRAIRIE _______ DALLAS _______ County, Texas (population __________ 100,679 _______, 19 _______, Federal Census) acting by and through its duly authorized officers,

hereinafter called the "City", party of the second part.

WITNESSETH

WHEREAS, the City has requested the State to assist in the maintenance of State Highway routes within such City; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance, control, supervision and regulation of State Highway routes within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Coverage

- 1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:
 - A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State Highway routes or portions thereof which have been designated by the Texas Transportation Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.

2. In the event that the present system of State Highway routes within the City is changed by cancellation, modified routing, new routes or change in the City's corporate limits, the State shall terminate maintenance and this agreement shall become null and void on that portion of the routes which are no longer routes of a State Highway; and the full effect and all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City or the State.

General Conditions

- 1. The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.
- 2. The City shall retain full responsibility for all items that affect property rights, life, health, etc., of property owners and dwellers adjacent to the State Highway routes and portions thereof.
- 3. This agreement shall supplement any special agreements between the State and the City for the maintenance and/or construction of the highways covered herein and this agreement shall supersede any existing Municipal Maintenance Agreements.
- 4. Traffic regulations, including speed limits, will be established after traffic and engineering surveys have been conducted.
- 5. The State will erect and maintain all traffic signs necessary to regulate, warn and guide traffic on highway routes in a safe and efficient manner.
- 6. It is mutually agreed that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those installations specifically covered by separate agreements between the City and State.
- 7. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.
- 8. The City shall prohibit the movement of loads over State Maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed by State law for public highways outside corporate limits of cities, except those having proper permits from the State for such movements. The City shall also, by ordinance and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the street and/or for traffic safety.
- 9. The City shall prevent future encroachments within the right of way of the highway routes and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right of way without prior agreement with the State.

- 10. The City agrees that traffic control devices, such as signs, traffic signals and pavement markings, in respect to type of device, points of installation and necessity will be determined by traffic and engineering surveys. The City agrees that it will not install, maintain or permit the installation of any type of traffic control device which will affect or influence the utility of the State Highway routes unless approved in writing by the State. Traffic control devices installed prior to the date of this Agreement are hereby made subject to the terms of this Agreement and the City agrees to the removal of such devices which affect or influence the utility of the State Utility agrees to the removal of such devices which affect or influence the utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by signature of the plans.
- 11. The City agrees to assure the grantee's conformance, for proper construction and maintenance of access driveway facilities, in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Department of Transportation or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the Texas Department of Transportation.
- 12. It is understood that the use of unused right of way and areas beneath structures will be as determined by a separate agreement.
- 13. On those State Highway routes and portions thereof which are listed and/or graphically shown on Exhibit "A" as "City Maintained" routes, the City agrees to provide bridge inspection and inventory data to the State in accordance with National Bridge Inspection Standards.

Non-Controlled Access Highways

The following specific conditions and responsibilities shall be applicable to non-controlled access highways in addition to the "General Conditions" contained herein above. Routes of non-controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A".

State's Responsibilities

- 1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
- 2. Assist in mowing and litter pickup.
- 3. Assist in sweeping and otherwise cleaning the pavement.
- 4. Assist in snow and ice control.
- 5. Maintain drainage facilities within the limits of the right of way.
- 6. Install and maintain normal regulatory warning and guide signs and normal markings for directing highway traffic in a safe and efficient manner. This includes school safety devices, school crosswalks and crosswalks installed in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

- 7. Install, operate and maintain traffic signals in cities with less than 50,000 population.
- 8. Install all Federally-funded, off-system traffic signals and on-system traffic signals in cities greater than 50,000 population.

City's Responsibilities

- 1. Prohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
- 2. Install and maintain all parking restriction signs, pedestrian crosswalks, parking stripes and special guide signs when agreed to by the State and traffic signals in cities with over 50,000 population. Signing and marking of intersecting city streets to State Highway routes will be the full responsibility of the City.
- 3. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State.
- 4. Maintain highway drainage facilities outside the limits of the right of way.
- 5. Retain all functions and responsibilities for maintenance, control, supervision and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.
- 6. Maintenance and operation of all Federally-funded, off-system traffic signals and on-system traffic signals in cities greater than 50,000 population.

Controlled Access Highways

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Responsibilities

- 1. Maintain the traveled surface of the through lanes, ramps and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
- 2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right of way width where no frontage roads exist, and assist in performing these operations between the right of way line and the outermost curb or crown line of the frontage roads in undeveloped areas.

Form 1038 – Rev. 3/94 Previous versions are obsolete.

- 3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
- 4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and separation structures or roadways.
- 5. Install and maintain all normal markings and signs on the main lanes and frontage roads necessary for the proper use of the facility and direction of traffic thereon. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
- 6. Install, operate and maintain traffic signals at ramps and frontage road intersections.
- 7. Maintain all drainage facilities within the limits of the right of way.

City's Responsibilities

- 1. Restrict parking on frontage roads to parallel parking on one side only and prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.
- 2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
- 3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right of way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- 4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the freeway facility.

Termination

1. It is understood and agreed between the parties hereto that all obligations of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the Texas Department of Transportation.

Form 1038 Rev. 3/94 Previous versions are obsolete.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of GRAND PRAIRIE on the 6th day of best 1994, and the Texas Department of Transportation on the 7th day of October .19 94

ATTEST:

APPRO TENDED:

DALLAS

CITY OF GRAND PRAIRI By Sitie of Signing Official)

THE STATE OF TEXAS

Certified as being for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order No. 100002

By **Director**, Construction and Maintenance

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NOTE: To be executed in triplicate and supported by Municipal Maintenance Ordinance and Certificate of City Secretary.

District

EXHIBIT "A"

NON CONTROLLED ACCESS HIGHWAYS

: STATE MAINTAINED

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- A. S.H. 180: FROM TARRANT-DALLAS COUNTY LINE OVER MAIN STREET TO THE WEST LINE OF S.W. 4TH STREET, AND FROM EAST LINE OF S.E. 8TH STREET TO EAST CITY LIMIT. (BASE, SURFACE, AND BRIDGE CLASSIFICATION STRUCTURES ONLY)
- B. SPUR 303: FROM TARRANT-DALLAS COUNTY LINE TO INTERSECTION OF F.M. 1382. (BASE, SURFACE, AND BRIDGE CLASSIFICATION STRUCTURES ONLY)
- C. F.M. 1382: FROM SOUTH LINE OF JEFFERSON AVENUE TO S.E. 14 TH STREET (BASE, SURFACE, AND BRIDGE CLASSIFICATION STRUCTURES ONLY)
- D. F.M 1382: FROM S.E. 14 TH STREET TO SOUTH CITY LIMIT, WHICH INCLUDES ONLY THOSE SECTIONS OF F.M. 1382 WITHIN THE CITY LIMIT (BASE, SURFACE, ASSIST IN MOWING, CLEANING LITTER AND MAINTENANCE OF ROADWAY DITCHES)

[I. CITY MAINTAINED

- A. S.H. 180: FROM WEST LINE OF S.W. 4TH STREET OVER MAIN STREET TO EAST LINE OF S.E. 8TH STREET.
- B. F.M. 1382: FROM INTERSECTION OF S.H. 180 OVER S.E. 8TH STREET TO SOUTH LINE OF JEFFERSON AVENUE.

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAY

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I. STATE MAINTAINED

- A. I.H. 20: FROM TARRANT-DALLAS COUNTY LINE TO EAST CITY LIMIT
- B. I.H. 30: FROM TARRANT-DALLAS COUNTY LINE TO EAST CITY LIMIT
- II. CITY MAINTAINED NONE





SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL

Form 1037-1

RESUL,#

MUNICIPAL MAINTENANCE ORDINANCE 3222

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF COUNTY OF COUNTY OF Contract of the CITY OF TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. A CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAINTENANCE AND USE OF THE SAID MAINTENANCE PROJECT: AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

WHEREAS, the Public convenience, safety and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas, enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part hereof, and marked "MUNICIPAL MAINTENANCE AGREEMENT"; and

WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked "MUNICIPAL MAINTENANCE AGREEMENT."

The City of Grand Prairie

SECTION 1. That the public convenience, safety and necessity of the City and the people of the City require said project be adequately maintained.

SECTION 2. That the State of Texas be and is hereby authorized to enter upon and maintain said maintenance project.

SECTION 3. That the Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made a part hereto, and marked "MUNICIPAL MAINTENANCE AGREEMENT." The City Secretary is hereby directed to attest the agreement and to affix the proper seal of the City thereto.

SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL

SECTION 4. The Mayor of the City, having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the agreement aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

Form 1037-2

STATE OF TEXAS	
COUNTY OF Deleas	
1. Due Showoer	_ , the duly appointed,
qualified and acting city secretary of the City of Brand Prairie	, Texas,
hereby certify that the foregoing pages constitute a true and correct copy	
passed by the City Council at a meeting held on	, A.D., 19 <u>94</u> ,
at 7:30 o'clock P.M.	
To certify which, witness my hand and seal of the City of Brand	Proinie TEXAS,

this due 26th day of Degt. 1994, at Brand Prairie Texas.

City Secretary of the City of

Grand Prairie Texas

(2 of 2) Plate V-21

MUNICIPAL MAINTENANCE AGRREMENT

STATE OF TEXAS X COUNTY OF TRAVIS X

THIS AGREEMENT made this <u>for</u> day of <u>the States</u>, 19 7, by and between the State of Texas, hereinafter referred to as the "Stare", party of the first part, and the City of <u>GRAND PRAIRIE</u>, <u>DALLAS</u> County, Texas (population <u>50,904</u>, 19 7), Federal Census) acting by and through its daily authorized officers, hereinarter called the "City", party of the second part.

WITRESCETE

WHEREAS, the City has requested the State to assist in the maintenance of State Highway routes within such city; and

WHEREAS, the Engineer-Director, acting for and in behalf of the State Highway and Public Transportation Commission, has made it mown to the City that the State will assist the City in the maintenance, control, supervision, and regulation of State Highway routes within such city, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto:

ACREEMEDT

NOW, THEREFORE, in consideration of the premiuws and of the mutual convenants and agreements of the parties benefic to be by them maps c^{+} ively kept and performed, it is acread as follows:

Coverage

 This agreement is intended to cover and provide for State particle pation in the maintenance of the following classification of State Highway routes within the City: A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.

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- B. All State Highway routes or portions thereof which have been designated by the State Highway and Public Transportation Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "P", which is attached hereto and made a part hereof.
- 2. The City shall retain full responsibility for the maintenance of these State Highway routes and particus thereof which are listed and/or graphically shown in Exhibit "A" and Exhibit "B" as "City Maintained" routes, except that the frate is hereby authorized by the City to ercet and maintain normal route markers and directional and destination signs thereon for direction of highway traffic.
- 3. In the event that the present system of State Highway routed within the City is changed by cancellation, modified routing, new routes, or change in the City's corporate limits, the State shall terminate maintenance and this represent shall become null and yold on that portion of the routed which are no longer routes of a State Highway; and the full effect will all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City of the State.

GENERAL CONDITIONS

- The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.
- 2. This agreement shall supplement any special agreements between the State and the City for the maintenance and/or construction of the history covered herein and this agreement shall supersede any existing Municipal Maintenance Agreements.
- 3. Spatfic regulations including speed links, will be established and fixed by speement with the State often traffic and engineering surveys have been conducted.
- 4. O is mutually surged that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, a intenance and operation except in these installations specifically covered by separate agreements between the City and State.

5. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.

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- 6. The City shall prohibit the movement of loads over State maintainel streets which exceed the legal lights for either weight, length, height or width, as prescribed by state law for public highways outside corporate limits of cities, except these baying proper permits from the State for such movements. The City shall also, by ordinance and enforcement, prescribe and enforce lower weight limits when subually agreed by the City and the State that such restrictions are needed to avoid damage to the street and/or for traffic patery.
- 7. The City shall prevent future encreachements within the right of way of the highway routes and assist is reasonal of any present cocreachments when requested by the Clube except where specifically authorized by separate incoment; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right of way without prior agreement with the State.
- 8. The City agrees that tratific control devices, such as signs, tratfic signals and pavement markings, in respect to type of device, points of installation, and necessity will be fixed by agreement with the State after traffic and enumeering surveys have been made. The City agrees that it will not install or maintain or permit the installation or saintenance of any type of traffic control device which will affect or influence the utility of the State Highway routes without having obtained in writing the prior approval of the State. Traffic control brides installed prior to the date of this agreement are hereby to be subject to the terms of this agreement and the City agreet to the removal of and devices which affect or influence the utility of the State Highway routes unless their continued use in approved in writing by the State. It is understood that future traffic control devices installed as a joint project by the City and State will be the subject of a separate agreement outlining the respectivilities for installation and maintenance.
- 9. The City agreed to assure the grantee's confermance, for proper construction and satisforance of access driveway facilities, in accondance with "Regulations for Access triveways to State Winhways" adopted by the State Department of Highways and Public Transportation or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the State Department of Highways and Public Transportation.

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- 10. It is understood that the use of undeed right of way and areas beneath structures will be as determined by a separate agreement.
- 11. On those State Highway routes and portions thereof which are listed and/or graphically shown on Exhibit "A" and Exhibit "B" as "City Maintained" routes, the City agrees to perform biennial inspections of all bridges and bridge classified culverts not later than July 1 of each even numbered year, and to provide inspection and inventory data to the State; all in accordance with National Bridge Inspection Standards.

NON-CONTROLLED ACCESS HIGHWAYS

State's Responsibilities

- Maintain the pavement, base and its support and maintain the shoulders on these sections where there is no curb and gutter.
- 2. Install and maintain normal highway markings necessary for directing highway traffic in a safe and efficient manner, which shall include normal route markers, directional and destination signs, city limit signs, school safety devices including school crosswalks (in cities under 15,000 population only), center line, lane line and no-passing barrier line stripes, and such other pavement markings considered necessary for direction of traffic, except pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the apnroval of the State.
- 3. Assist the City in sweeping and otherwise cleaning the pavement, in mowing and cleaning of litter; and in maintenance of roadway ditches, on those sections of State Highway routes where and to the extent that such duties are defineated on Exhibit "A".
- Assist in snow and ice control as availability of labor and equipwont will allow.

dity's Responsibilities

- Frohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle earking without interfering with the free powement of traffic.
- Instill and maintain all parking repriction signs, school safety devices including school crosswalks (in cities over 15,000 population only), pedestrian crosswalks, parking stripes and special guide signs when agreed to by the State. Signing and marking of

intersecting city streets to State Bighway routes will be the full responsibility of the city.

- Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with State Department of Righways and Public Transportation specifications and subject to approval of the State.
- 4. Retain all functions and responsibilities for maintenance, control, supervision, and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Duties

- Maintain the travelod surface of the threach lanes, ramps and frontage roads and those things beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
- 2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right of way width where no frontage roads exist, and assist in performing these operations between the right of way line and the cutermost curb or grown line of the frontage roads in undeveloped areas.
- 3. Sweep and otherwise clean the through lines, ramps, separation structures or readways, and frontage result.
- Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage reads and separation structures or readways.
- Erect and maintain all normal markings and signs necessary for the proper use of the facility and direction of traffic thereon.
- Maintain all drainage facilities within the limits of the right of way.

City's Duties

- Restrict parking on frontage roads to parallel parking on one side only and prohibit all parking on vain longs and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.
- When considered necessary and desirable by both the City and the State, the City shall pass and enforce in ordinance providing for one-way traffic on the frontupe ready except as may be otherwise arreed to by separate agreements with the State.

- 3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right of way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practicable.
- 4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the Freeway facility.

Termination

1. It is understood and agreed between the parties hereto that all obligation of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the State Department of Highways and Public Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures,

the City of GRAND MAIRIE on the day of Alexander .

19 7; , and the State Department of Highways and Public Transportation

on the _____ day of _____, 19____,

ATTECH:

CITY SECRETARY)

APPROVAL RECOMMENDED:

District Engineer, District 10

Engineer of Maintenance

CITY OF GRAND CAIRIE BY COVER SOLVER (CAIRIE

(Title of Signing Official)

STATE OF TEXAS

Cortified as being executed for the purpose and effect of activating and/or carrying out the orders, ostablished policies, if work programs heretofore approved and authorized by the State Department of Highways and Public Transportation.

The Engineer of Salesy a Statement operation.

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Note: To be executed in triplicate and supported by Municipal Maintenance ordinance and Corrificate of City Secretary.

EXHIBIT "A"

MAN CONTROLLED ACCESS HIGHWAYS

1. STATE MAINTAINED

- A. U.S. 50: From Tarrant-Dallas County Line over Main Street to the West Line of S.W. 4th Street, and from East Line of S.E. 5th Street to East City Limit. (Base, surface, and bridge classification structures only)
- B. SPUR 303: From Tarrant-Dillas County Line to Intersection of F.M. 1382. (Base, surface, and bridge classification arroctures only)
- C. F.M. 1382: From South Line of Jefferson Avenue to Skyline Drive. (Base, surface, and bridge classification structures only)
- D. F.M. 1362: From Skyline-Brive to South City Limit, which includes only those sections of F.M. 1382 within the City Limit. (Base, surface, assist in mowing, cleaning litter and in maintenance of roadway ditches)

II. CITY MAINTAINED

- A. U.S. 80: From west line of 4.W. 4th Street over Main Street to east line of S.E. Sth Street.
- B. F.M. 1382: Prom intersection of F.S. 80 over S.E. 8th Street to South Line of lefterson Avenue.

EXHIBIT "6"

CONTROLIED ACCESS HERBORAYS

- 1. STATE MAINTARED
 - A. I.B. 201 Prom Garrant-Dalles General Line to East City Limit
 - B. I.H. 30: From Tarrant-Dallas County Line to East City Line:
- 14. CITY MAINIAINED Rene





MALINE AL MALESSAMOR SECOND

WHEREAU, the Fibels serveries of the serveries of the medenniby of the sling, and the possible of the sling require that thirds dishway markets within the sling or them analy major post of the test.

WERRIAN, the flip not requested to the OF de NT Texas, entry aput our contribute fibre is an our or minimum fibret; and

WHENEAU, the State of Texa interate it shows to the dity that it will, with its own forces and equipment and it its dole cost and expense, enter spon and maintain said project, conditioned gen the provisions concrnits limitizing and responsibilities for maintenance, control, supervision, and restitution which are set out in the form attenance mersts, acks a part is real, and marked "MIRECIPAL MAINTENANCE AGREEMENT"; and

WHEEMAS, this project condition of these State Highways anayor partient thereof which are accoribed and included in the time torm attached hereto and marked "MUNICIPAL MAIRTENAN'S ADEFIMENT."

NOW, THEREFORE, BE IN ORDAINED by the CITY of GRAND PRAIRIE

Section 1. That the public convenience, called use developing of the bity sectors people of the City require said project be aligned by maintained.

Second Enderson Spraces of the out Enders' Technical Constant (2018) 200 (2018) (20

Convict 6. That the Nevery or proper they added as the flipy, as and to start path fixed to be such that the head of head of the life of spran spreament with the liter of least, in the start with and four the start of the sub-derrying but the terminate of least, in the start with and for the start the startying but the terminate ovietance for all start. In the form it that to be start spratter of the shift with the start of liter the start of the start of the start of the sub-derrying but the start. In the form of the sector of the start of the shift when the start of liter of the start of the start of the start of the term of the start of the start.

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STATE OF TEXAS

City Sucretury of the dity br

GRAND PRAIDIE Texas

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Department: City Manager

Vendor Name: Texas Department of Transportation - Fort Worth District

Project Name: Municipal Maintenance Agreement

Work Order Number(s):

Account Number: NA

Contract Amount: \$0.00	Implementation Date: 1/28/2007	Termination Date:	City Council Appr. Date:
Insurer A Name: NA			Insurer A Expiration:
Insurer B Name:			Insurer B Expiration:
Insurer C Name:			Insurer C Expiration:
Insurer D Name:			Insurer D Expiration:
Insurer E Name:			Insurer E Expiration:
Return Executed Copy To:			
Department Manager Sign att	ure:		Date:
City Attorney Signature:			Date:
City Manger/Deputy City Mar	taner Sinnature		Date:
any manyer/weputy city Mar	ioyei Siynatui C.		vale:

City Secretary Signature:

Cd

Date: 11/19/10


MUNICIPAL MAINTENANCE AGREEMENT

STATE	OF	TEXAS	\$
Q			

§.

COUNTY OF TRAVIS

THIS AGREEMENT made this	28th day of Februar	ч. 20 07
by and between the State of Texas, here:	inafter referred to as the "State," party of	the first part, and the City of
Grand Prairie	<u> </u>	County,
Texas (population 127,427	, 2000, latest Federal Census) ac	ting by and through its duly
authorized officers, hereinafter called the '	"City," party of the second part.	

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

- 1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
- 2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
- 3. Exhibits that are a part of this agreement may be exchanged with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

- 1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
- 2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
- 3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
- 4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.

- 6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
- 7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
- 8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
- 9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
- 10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

- 11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State or, if the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Management Plan, the State's "Regulations for Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
- 12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

- 1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
- 2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
- 3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
- 4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
- 5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
- 6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 4). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

- 7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
- 8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

- 1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
- 2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
- 3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 4).
- 4. Require installations, repairs, removals, or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
- 5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
- 6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
- 7. Perform mowing and litter pickup.
- 8. Sweep and otherwise clean the pavement.
- 9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

- 1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
- 2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
- 3. Sweep and otherwise clean the through lanes, ramps, separation structures, or roadways and frontage roads.
- 4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
- 5. Except as provided under "General Conditions" in paragraph 4, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
- 6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
- 7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

- 1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
- 2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

- Secure or cause to be secured the approval of the State before any utility installation, repair, removal, or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
- 4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
- 5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 4).

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on noncontrolled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, City the on the 16th FEBRUARY day of 20 07 and the of Grand Prairie Texas Department of Transportation, on the day of 🛌

ATTEST:

CITY OF Grand Prairie

Ceel
igning Official)
Tily Manager

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized

by the Texas Transportation Commission BY Maribel P. Chavez, P.E. District Engineer

Fort Worth District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512-416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF GRAND PRAIRIE FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF GRAND PRAIRIE AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT

- WHEREAS, the Public convenience, safety, and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and
- WHEREAS, the City has requested that the State of Texas enter upon and contribute financially to the maintenance of said project; and
- WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part thereof, and marked MUNICIPAL MAINTENANCE AGREEMENT; and
- WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked MUNICIPAL MAINTENANCE AGREEMENT.

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

SECTION 1. That the certain agreement between the State of Texas and the City of Grand Prairie for the maintenance, control, supervision, and regulation of certain State Highways and/or portions of State Highways in the City of Grand Prairie be, and the same is, hereby approved; and that the City Manager is hereby authorized to execute said agreement on behalf of the City of Grand Prairie and to transmit the same to the State of Texas for appropriate action.

Resolution No. 4214, Pg. 2

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS <u>6th DAY OF FEBRUARY, 2007</u>.

ATTEST:

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City Secretary

APPROVED:

Mayor

APPROVED AS TO FORM:

1 osti malle **City Attorney**

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. <u>STATE MAINTAINED</u>

A. <u>SH 360</u>

From north city limit to south city limit (south of IH 20).

B. <u>SH 180</u>

From west city limit to Dallas County line.

C. <u>SPUR 303</u> From west city limit to Dallas County line.

II. CITY MAINTAINED

None



EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

I. <u>STATE MAINTAINED</u>

A. <u>IH 20</u>

From west city limit to Dallas County line.

B. <u>SH 360</u>

From north city to south city limit (north of 1H 30).

II. <u>CITY MAINTAINED</u>

None.



A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF GRAND PRAIRIE FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF GRAND PRAIRIE AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT

- WHEREAS, the Public convenience, safety, and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and
- WHEREAS, the City has requested that the State of Texas enter upon and contribute financially to the maintenance of said project; and
- WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part thereof, and marked MUNICIPAL MAINTENANCE AGREEMENT; and
- WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked MUNICIPAL MAINTENANCE AGREEMENT.

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

SECTION 1. That the certain agreement between the State of Texas and the City of Grand Prairie for the maintenance, control, supervision, and regulation of certain State Highways and/or portions of State Highways in the City of Grand Prairie be, and the same is, hereby approved; and that the City Manager is hereby authorized to execute said agreement on behalf of the City of Grand Prairie and to transmit the same to the State of Texas for appropriate action.

Appendix O CITY RESOURCES

3/1/2023 -7:36 AM

Dept Name: BRUSH CREW-STREETS

EQ		Model					
No	Description	Year	Manufacturer ID	Model ID	Asset Number	Color	License No
2345	ENCLOSED TRAILER-10` (1 AXLE)	2004	WELLS CARGO	RF6101	120827ES	WHITE	907-0010
2346	ENCLOSED TRAILER-16` (2 AXLE)	2004	WELLS CARGO	RF7162	120828ES	WHITE	904-6050
3285	DUMP TRUCK W/ KNUCKLEBOOM (CLASS 8)	2016	INTERNATIONAL	7400 SBA 6X4	121998	WHITE	132-2331
3333	AERIAL BUCKET TRUCK 4X2	2016	DODGE	RAM 5500	122908	WHITE	132-3528
3628	MIDSIZE CREW CAB PICKUP 4X2	2019	CHEVROLET	COLORADO	123741	WHITE	140-0853
3822	1/2 TON CREW CAB PICKUP 4X2	2019	DODGE	RAM 1500	124210	WHITE	141-7424
	3/4 TON REG CAB PICKUP W/ UTILITY BODY	2020	DODGE	RAM 2500	124263	WHITE	142-3320
3875	4X2						
3910	DUMP TRUCK W/ KNUCKLEBOOM (CLASS 8)	2021	KENWORTH	T370	124298	WHITE/BLK	142-3415
3911	DUMP TRUCK W/ KNUCKLEBOOM (CLASS 8)	2021	KENWORTH	Т370	124299	WHITE/BLK	142-3414
4023	DUMP TRUCK W/ KNUCKLEBOOM (CLASS 8)	2022	KENWORTH	Т370	124527	WHITE/BLK	145-3553
4035	DUMP TRUCK W/ KNUCKLEBOOM (CLASS 8)	2022	KENWORTH	T370	124539	WHI/BLK	145-7278

Dept Name: DIRT - DIRT STREET MAINT

EQ		Model					
No	Description	Year	Manufacturer ID	Model ID	Asset Number	Color	License No
1592	HYDRAULIC EXCAVATOR	1994	KOMATSU	PC300LC-5	11345		
1642	CRAWLER LOADER	1995	KOMATSU	D66S-1	11310	YELLOW	
2459	TRASH PUMP W/TRAILER	2006	GORMAN RUPP	16A2	121353	BLUE	917-485
2691	MOTOR GRADER	2010	VOLVO	G930	122523	YELLOW	901-3607
3182	WHEELED EXCAVATOR	2016	GRADALL	XL3100	121894	YELLOW	(NULL)
3378	TILT TRAILER-28` CARRY/34` TOTAL (2 AXLE	2017	INTERSTATE	30APC-E	123288	WHITE	904-6010
3397	1 TON EXT CAB PICKUP 4X2 W/ UTILITY BODY	2017	FORD	F350	123308	WHITE	135-9961
3398	1 TON EXT CAB PICKUP 4X2 W/ UTILITY BODY	2017	FORD	F350	123309	WHITE	135-9960
3420	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2018	KENWORTH	T440	123334	WHITE	136-0082
3421	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2018	KENWORTH	T440	123335	WHITE	155-0784
3497	WHEEL LOADER	2018	CATERPILLAR	938M	123410	YELLOW	(NULL)
3503	1/2 TON CREW CAB PICKUP 4X2	2018	CHEVROLET	SILVERADO 1500	123416	WHITE	138-4738
3666	MINI HYDRAULIC EXCAVATOR	2018	CATERPILLAR	300.9D	123774	YELLOW	(NULL)
3841	6X6 AMPHIBIOUS ATV	2020	ARGO	FRONTIER 600 6X6	124229		

4231 HYDRAULIC EXCAVATOR MID-SIZE	2023	KOMATSU	PC290LC-11	124743	YELLOW	(NULL)

Dept Name: DRNG - STREETS DRAINAGE

EQ No	Description	Model Year	Manufacturer ID	Model ID	Asset Number	Color	License No
2526	CRAWLER EXCAVATOR	2007	CASE	CX75SR	122372	YELLOW	
2542	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2008	CHEVROLET	C8500	122389	WHITE	120-5394
3383	1/2 TON CREW CAB PICKUP 4X2	2017	CHEVROLET	SILVERADO 1500	123293	WHITE	135-9662
3412	SKID STEER LOADER- XPS (HIGH FLOW)	2017	CATERPILLAR	289D4F	123326	YELLOW	
3526	1 TON CREW CAB PICKUP W/ UTILITY BODY 4X4	2018	CHEVROLET	SILVERADO 3500	123439	WHITE	138-4583
3531	1 TON CREW CAB PICKUP W/ UTILITY BODY 4X4	2018	CHEVROLET	SILVERADO 3500	123444	WHITE	138-4584
4164	TRAILER W/MTD VAC-CON COMBO MACHINES	2022	NEPTUNE TRAILER	NP800/325	124676	GREY	911-8084
4168	CCTV MOUNTED ENCLOSED TRAILER	2023	COVERED WAGON	CW7X16TA2	124680	WHITE	911-8086

Dept Name: ELCT - TRAFFIC OP/MAINT

EQ No	Description	Model Year	Manufacturer ID	Model ID	Asset Number	Color	License No
1946	DIGGER DERRICK TRUCK	2000	CHEVROLET	C7500	120424	WHITE	124-1178
2051	TRAILER-20` (2 AXLE)	2001	DIAMOND C	PACESETTER	120739	BLACK	904-6078
2425	TRENCHER	2005	VERMEER	RT450	121320	YELLOW	
2962	ENCLOSED TRAILER	2013	PARKER	TCG7212	121630	WHITE	902-5053
2963	AERIAL BUCKET TRUCK 4X2	2013	DODGE	RAM 5500	121631	WHITE	115-7030
2964	AERIAL BUCKET TRUCK 4X4	2013	DODGE	RAM 5500	121632	WHITE	115-7031
2984	1 TON REG CAB PICKUP 4X2	2014	FORD	F350	121671	WHITE	116-3662
2993	ENCLOSED SPLICE TRAILER- (2 AXLE)	2014	WELLS CARGO	ENCLOSED	121680	WHITE	902-5067
2995	1/2 TON REG CAB PICKUP 4X2	2014	FORD	F150	121682	WHITE	116-4019
3092	AERIAL BUCKET TRUCK 4X4	2015	DODGE	RAM 5500	121792	WHITE	118-7315
3121	1 TON REG CAB PICKUP W/ FLATBED 4X2	2015	FORD	F350	121832	WHITE	120-6088
3211	TRAILER W/MESSAGE BOARD	2015	SOLARTECH	IRT-112-1548	121923	WHITE	904-6060

DEBRIS MANAGEMENT CHECKLISTS

3213	TRAILER W/MESSAGE BOARD	2015	SOLARTECH	IRT-112-1548	121925	WHITE	904-6063
3214	TRAILER W/MESSAGE BOARD	2015	SOLARTECH	IRT-112-1548	121926	WHITE	904-6064
3215	TRAILER W/MESSAGE BOARD	2015	SOLARTECH	IRT-112-1548	121927	WHITE	904-6065
3216	TRAILER W/MESSAGE BOARD	2015	SOLARTECH	IRT-112-1548	121928	WHITE	904-6066
3217	TRAILER W/MESSAGE BOARD	2015	SOLARTECH	IRT-112-1548	121929	WHITE	904-6067
3297	WHEELER REELER CABLE REEL TRAILER-10`	2016	SLABACH	I-45	122872	WHITE	906-6288
3347	TRAILER W/MESSAGE BOARD	2016	SOLARTECH	IRT-112-1548	122952	WHITE	907-0044
3348	TRAILER-LIGHT TOWER	2016	GENERAC	MLT4080K-01	122953	WHITE	910-8060
3354	TRAILER-POLE	2017	FELLING TRAILER	FT-PT1500023	122956	BLACK	907-0047
3470	AERIAL BUCKET TRUCK 4X4	2017	DODGE	RAM 5500	123384	WHITE	136-7403
3519	SOLAR POWERED ARROW BOARD	2017	SOLARTECH	SILENT SENTINEL	123432	ORANGE	904-6046
3520	SOLAR POWERED ARROW BOARD	2017	SOLARTECH	SILENT SENTINEL	123433	ORANGE	910-8051
3521	SOLAR POWERED ARROW BOARD	2017	SOLARTECH	SILENT SENTINEL	123434	ORANGE	904-6048
3522	Solar Powered Arrow Board	2017	SOLARTECH	SILENT SENTINEL	123435	ORANGE	904-6047
3583	LIGHT TOWER TRAILER 9` (1 AXLE)	2018	ALLMAND	NLV	123495	BLK/WHI	910-8080
3584	LIGHT TOWER TRAILER 9` (1 AXLE)	2018	ALLMAND	NLV	123496	BLK/WHI	910-8081
3643	TRAILER W/MESSAGE BOARD	2018	SOLARTECH	SILENT RESPONDER	123756	ORANGE	910-5840
3819	1/2 TON CREW CAB PICKUP 4X2	2019	DODGE	RAM 1500	124207	WHITE	142-5050
3923	AERIAL BUCKET TRUCK 4X2	2020	DODGE	RAM 5500	124309	WHITE	143-8475
4000	1/2 TON EXT CAB PICKUP 4X2	2021	DODGE	RAM 1500	124387	WHITE	143-8498
4091	TRAILER W/MESSAGE BOARD	2022	SOLARTECH	SILENT RESPONDER	124597	ORANGE	911-8066
4092	TRAILER W/MESSAGE BOARD	2022	SOLARTECH	SILENT RESPONDER	124598	ORANGE	911-8065

Dept Name: LAND - LANDFILL

EQ No	Description	Model Year	Manufacturer ID	Model ID	Asset Number	Color	License No
2235	MOUNTABLE WATER TANK	2003	UNITED TRUCK EQ	3500GAL	121051	6,374	0
2335	TRAILER-10` (1 AXLE)	2004	LOAD TRAIL	SA7710G35I	120821ES	BLACK	907-0005
2525	TRASH PUMP	2007	GORMAN RUPP	6 INCH	122371	BLUE	911-7919
2580	1/2 TON REG CAB PICKUP 4X2	2008	CHEVROLET	SILVERADO 1500	122425	WHITE	124-1483

City of Grand Prairie - Disaster Debris Management Plan

2690	TRAILER-16`	2010	P J TRAILERS	UTILITY	122522	BLACK	901-3606
2703	1 TON REG CAB PICKUP W/SERVICE BODY 4X4	2010	FORD	F350	122535	WHITE	140-9834
2738	1/2 TON REG CAB PICKUP 4X4	2011	FORD	F150	122688	WHITE	142-3341
2849	UTILITY TRACTOR	2012	JOHN DEERE	5100M	121491	GREEN	
2910	UTILITY TRUCKSTER	2012	JOHN DEERE	GATOR	121512	30	0
2954	RECYCLE TRAILER	2013	PRO-TAINER	PGT-20-4	121548	GREEN	902-5051
2956	1/2 TON CREW CAB PICKUP 4X4 W/ FUEL TANK	2013	FORD	F150	121550	WHITE	115-6823
2961	TRAILER 12`	2013	DIAMOND C	RSA	121629	BLACK	902-5054
2983	HYDRO SEEDER	2014	FINN	LF120	121670	TAN	
3032	3/4 TON REG CAB PICKUP 4X4	2015	FORD	F250	121700	WHITE	116-3985
3095	UTILITY TRUCKSTER	2015	JOHN DEERE	855D	121795	1,564	0
3145	1 TON CREW CAB PICKUP W/ DUMP BODY & LIFT GATE 4X4	2015	DODGE	RAM 3500	121857	WHITE	124-4963
3226	TRAILER-ENCLOSED	2016	FOREST RIVER	TXVHW714TA2SU	121938	WHITE	904-6072
3256	TRUCK W/ 2K GALLON WATER TANK	2017	FREIGHTLINER	M2106	121969	WHITE	132-1801
3261	1 TON CREW CAB PICKUP W/ UTILITY BODY 4X4	2016	DODGE	RAM 3500	121974	WHITE	132-1772
3296	TRACK LOADER	2016	CATERPILLAR	963K	122871	YELLOW	
3331	COMPACTOR	2016	CATERPILLAR	836K	122906	YELLOW	
3349	TRASH PUMP	2016	BARCO	BP8612J	122954	BLUE	
3359	TRACK DOZER	2017	CATERPILLAR	D8T	122961	YELLOW	
3399	SKID STEER LOADER (NON- HIGH FLOW)	2017	CATERPILLAR	299D2	123310	YELLOW	
3408	TRACK DOZER	2017	CATERPILLAR	D6T	123322	YELLOW	
3411	ROLL OFF TRUCK (CLASS 8)	2018	KENWORTH	T470	123325	WHITE	140-3048
3477	MECHANICS TRUCK 4X4	2017	DODGE	RAM 5500	123391	WHITE	136-7415
3486	TRASH PUMP W/ TRAILER	2017	PIONEER PUMP	PPTP66S12	123399	GREEN	
3512	HYDRO SEEDER	2018	FINN	LF120	123425	TAN	
3611	COMPACTOR	2018	CATERPILLAR	836K	123723	YELLOW	
3627	1/2 TON REG CAB PICKUP 4X4	2018	DODGE	RAM 1500	123740	WHITE	140-0852
3633	HOOK LIFT TRUCK (CLASS 8)	2019	KENWORTH	T470	123746	WHITE	145-7280
3637	FUELING-TRAILER	2018	MAXXD TRAILERS	GDX10220	123750	BLACK	910-5832
3644	1 TON CREW CAB PICKUP DUMP BED W/ LIFTGATE 4X4	2018	DODGE	RAM 3500	123757	WHITE	140-3047
3673	3/4 TON CREW CAB PICKUP 4X4	2018	DODGE	RAM 2500	123781	WHITE	139-5105

DEBRIS MANAGEMENT CHECKLISTS

3714	TRACK DOZER	2019	CATERPILLAR	D8T	123822	YELLOW	
3728	ARTICULATED DUMP TRUCK	2019	CATERPILLAR	725C	123836	YELLOW	
3731	WHEEL LOADER	2019	CATERPILLAR	930M	123839	YELLOW	
3792	1/2 TON CREW CAB PICKUP 4X4	2019	DODGE	RAM 1500	123902	WHITE	141-3697
3801	3/4 TON CREW CAB PICKUP 4X4	2020	CHEVROLET	SILVERADO 2500HD	124189	WHITE	141-4945
3809	UTILITY DUMPBED TRAILER	2020	PARKER	HD8314	124197	BLACK	910-8473
3816	HYDRAULIC EXCAVATOR	2019	KOMATSU	PC490LC-11	124204	YELLOW	
3817	LIGHT TOWER TRAILER 9' (1 AXLE)	2020	ALLMAND	NLV	124205	BLK/WHI	910-8475
3818	UTILITY TRAILER - 16FT	2020	MAXXD TRAILERS	U3X8316	124206	BLK	910-8480
3867	TRACK DOZER	2020	CATERPILLAR	D7E	124256	YELLOW	
3869	UTILITY DUMPBED TRAILER	2020	PARKER	HD8314	124257	BLACK	910-8017
3896	TRAILER W/PWR WSHR/SPRYR	2020	WYATT	HOTSY	124284	BLACK	910-8498
3897	TRAILER W/PWR WSHR/SPRYR	2020	WYATT	HOTSY	124285	BLACK	910-8497
3899	MOWER	2020	TORO	72274	124287	137	0
3907	1 TON CREW CAB PICKUP DUMP BED W/ LIFTGATE 4X4	2020	DODGE	RAM 3500	124295	WHITE/BLK	142-3411
3909	1 TON CREW CAB PICKUP DUMP BED W/ LIFTGATE 4X4	2020	DODGE	RAM 3500	124297	WHITE/BLK	142-3413
3922	SWEEPER	2020	BROCE	RJT-350	124308	ORANGE	
3927	MOTOR GRADER	2019	CATERPILLAR	140-13A	124313	YELLOW	
3928	ARTICULATED DUMP TRUCK	2020	CATERPILLAR	730-04A	124314	YELLOW	
3934	HYDRO SEEDER	2020	FINN	LF120	124319	TAN	
3980	UTILITY TRUCKSTER	2021	JOHN DEERE	XUV 865M	124367	453	0
3994	LIGHT TOWER TRAILER 9` (1 AXLE)	2021	ALLMAND	NLV	124381	BLK/WHI	911-7936
3997	1/2 TON REG CAB PICKUP 4X4	2021	DODGE	RAM 1500	124384	WHITE	145-2455
4004	COMPACTOR	2021	CATERPILLAR	836K	124506	YELLOW	
4007	MOWER ZERO TURN 2WD	2013	TORO	74631	124509	0	0
4022	TIMECUTTER ZERO TURN MOWER 42"	2021	TORO	75747	124392	0	0
4100	LIGHT TOWER TRAILER 9` (1 AXLE)	2022	ALLMAND	NLV	124611	BLK/WHI	911-8067
4101	TRASH PUMP	2019	BARCO	BP8612J	124613	BLUE	911-8069
4108	ENCLOSED TRAILER-14` (2 AXLE)	2022	WELLS CARGO	RFV714T2	124620	WHITE	911-8073
4123	TRACK DOZER	2022	CATERPILLAR	D8T	124643	YELLOW	
4160	UTILITY TRUCKSTER	2022	JOHN DEERE	XUV 865M	124672	74	0
4161	UTILITY TRUCKSTER	2022	JOHN DEERE	XUV 865M	124673	84	0

4223	3/4 TON REG CAB W/UTL BODY 4X4	2022	CHEVROLET	SILVERADO 2500HD	124735	WHITE	156-4711
4232	HYDRAULIC EXCAVATOR	2023	KOMATSU	PC490LC-11	124744	YELLOW	

Dept Name: SIGN - SIGN TRAFFIC MAINT

EQ No	Description	Model Year	Manufacturer ID	Model ID	Asset Number	Color	License No
2846	1 TON REG CAB W/SERVICE BODY 4X2	2012	FORD	F350	121488	WHITE	114-1487
3053	1 TON CREW CAB STAKEBED W/ LIFTGATE 4X2	2015	CHEVROLET	SILVERADO 3500	121754	WHITE	118-2034
3148	UTILITY TRAILER-12` (2 AXLE)	2015	LOAD TRAIL	UT5	121860	BLACK	910-8467
3265	1 TON REG CAB PICKUP W/ UTILITY BODY 4X2	2016	FORD	F350	121978	WHITE	132-1755
3275	1/2 TON REG CAB PICKUP 4X2	2016	CHEVROLET	SILVERADO 1500	121988	WHITE	132-1795
3284	83" UTILITY TRAILER W/THERMOPLASTIC	2016	P J TRAILERS	U8162	121997	WHITE	906-6276
3364	83" UTILITY TRAILER W/THERMOPLASTIC	2017	P J TRAILERS	U8162	122962	WHITE	904-6006
3374	FORKLIFT 8ý000 LB DIESEL	2017	UNICARRIER	PF80YD	123284		
3708	THERMO PREMELTER	2019	KENWORTH	Т370	123816	WHITE	139-5328
3742	1/2 TON CREW CAB PICKUP 4X2	2019	DODGE	RAM 1500	123852	WHITE	140-9866
4141	2 TON REG CAB SIGN TRUCK 4X2	2022	DODGE	RAM 5500	124653	WHITE	147-2314

Dept Name: STMT - STREET MAINT.

EQ No	Description	Model Year	Manufacturer ID	Model ID	Asset Number	Color	License No
1784	TRAILER-24` TANDEM	1995	SHOPMADE	UTILITY	11934	BLACK	911-7947
2151	TRAILER-8`(1 AXLE)	2001	SNOW BEAR	8000	120801	BLACK	907-0017
2329	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2004	KENWORTH	Т300	121135	WHITE	132-3230
2393	HYD HAMMER W/TRAILER	2005	ALLMAND	EZ650	121314	YELLOW	907-0011
2605	CONCRETE SAW	2008	HUSQVARNA	FS6600D	122452		
2616	TRAILER-ENCLOSED	2009	BLAZER	TXBL714TA2	122463	WHITE	904-6088
2641	TRAILER ENCLOSED 28`	2009	CARGO MATE	CM824TA4	122488	WHITE	901-3194
2955	TACK DISTRIBUTOR	2013	LEE BOY	500T	121549	ORANGE	907-0029
2966	1/2 TON REG CAB PICKUP 4X2	2013	CHEVROLET	SILVERADO 1500	121634	WHITE	115-7034

DEBRIS MANAGEMENT CHECKLISTS

2980	BACKHOE LOADER	2014	JOHN DEERE	410K	121648	YELLOW	902-5063
2981	BACKHOE LOADER	2014	JOHN DEERE	310SK	121649	YELLOW	902-5064
2988	1 TON REG CAB FLATBED W/ TOOLBOXES AND OVERHEAD RACK 4X2	2014	FORD	F350	121675	WHITE	116-3674
2989	1 TON REG CAB FLATBED W/ TOOLBOXES AND OVERHEAD RACK 4X2	2014	FORD	F350	121676	WHITE	116-3673
2990	1 TON REG CAB FLATBED W/ TOOLBOXES AND OVERHEAD RACK 4X2	2014	FORD	F350	121677	WHITE	115-0761
3086	ASPHALT COMPACTOR	2014	VOLVO	DD38HF	121786	YELLOW	
3087	ASPHALT PAVER	2014	LEE BOY	8500	121787	YELLOW	
3097	TILT TRAILER-26` DECK/32` TOTAL (2 AXLE)	2015	INTERSTATE	З0APC-Е	121797	BLACK	902-5354
3119	3/4 TON REG CAB PICKUP 4X2	2015	FORD	F250	121830	WHITE	120-6071
3123	1/2 TON REG CAB PICKUP 4X2	2015	CHEVROLET	SILVERADO 1500	121834	WHITE	120-5607
3224	ASPHALT PULVERIZING MACHINE ON TRAILER	2015	ASPHALT ZIPPER	BT0011	121936	BLACK	904-6070
3228	WHEEL LOADER	2016	KOMATSU	WA320-7	121940	YELLOW	
3229	1/2 TON CREW CAB PICKUP 4X2	2016	CHEVROLET	SILVERADO 1500	121941	WHITE	128-3985
3254	BACKHOE LOADER	2015	CATERPILLAR	430F2	121967	YELLOW	
3255	BACKHOE LOADER	2015	CATERPILLAR	430F2	121968	YELLOW	
3270	SPREADER 6.7 CUBIC YARD	2016	SWENSON	V-BEL	121983		
3271	SPREADER 8.1 CUBIC YARD	2016	SWENSON	V-BEL	121984		
3274	1/2 TON REG CAB PICKUP 4X2	2016	CHEVROLET	SILVERADO 1500	121987	WHITE	132-1794
3299	DUMP TRUCK (CLASS 7) 5YD DUMP W/ SPREADER	2017	KENWORTH	Т370	122874	WHT	139-1452
3300	DUMP TRUCK (CLASS 7) 5YD DUMP W/ SPREADER & SNOW PLOW ATTACHMENT	2017	KENWORTH	Т370	122875	WHITE	139-1451
3301	DUMP TRUCK (CLASS 7) 5YD DUMP	2017	KENWORTH	T370	122876	WHITE	141-7412
3302	DUMP TRUCK (CLASS 7) 5YD DUMP	2017	KENWORTH	T370	122877	WHITE	139-5462
3308	1 TON REG CAB W/ DUMP BODY 4X2	2016	CHEVROLET	SILVERADO 3500	122883	WHITE	132-2719
3329	2 TON REG CAB PICKUP W/UTILITY BED 4X2	2016	DODGE	RAM 5500	122904	WHITE	132-2940
3337	CONCRETE SAW	2016	HUSQVARNA	FS5000D	122913		
3369	TILT TRAILER-30` CARRY/37` TOTAL (2 AXLE	2017	INTERSTATE	50TDL	123278	WHITE	904-6008
3375	BACKHOE LOADER	2016	CATERPILLAR	430F2	123285	YELLOW	
3376	BACKHOE LOADER	2016	CATERPILLAR	430F2	123286	YELLOW	
3379	HYD PAVEMENT BREAKER W/TRAILER	2017	EZ BREAKER	650T	123289	GREY	904-6011
3384	1/2 TON CREW CAB PICKUP 4X2	2017	CHEVROLET	SILVERADO 1500	123294	WHITE	135-9663
3413	SKID STEER LOADER- XPS (HIGH FLOW)	2017	CATERPILLAR	289D4F	123327	YELLOW	

3422	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2018	KENWORTH	T440	123336	WHITE	146-8299
3423	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2018	KENWORTH	T440	123337	WHITE	136-0085
3424	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2018	KENWORTH	T440	123338	WHITE	140-3625
3425	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2018	KENWORTH	T440	123339	WHITE	155-0782
3426	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2018	KENWORTH	T440	123340	WHITE	142-3337
3427	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2018	KENWORTH	T440	123341	WHITE	143-8477
3446	1 TON CREW CAB W/ FLATBED AND TOOL BOXES 4X2	2017	FORD	F350	123360	WHITE	136-7315
3451	1 TON CREW CAB W/ FLATBED AND TOOLBOXES 4X2	2017	FORD	F350	123365	WHITE	136-0200
3480	CONCRETE SAW	2017	HUSQVARNA	FS5000D	123394		
3483	HYD PAVEMENT BREAKER W/TRAILER	2017	EZ BREAKER	650T	123397	GREY	904-6032
3491	SWEEPER	2017	BROCE	CRT-350	123404	ORANGE	
3494	COLD PLANER - ATTACHMENT	2017	CATERPILLAR	PC306B	123407		
3495	ROLLER VIBRATOR	2018	CATERPILLAR	CB24B	123408		
3498	FB TRAILER-24` CARRY/30` TOTAL (2 AXLE)	2018	INTERSTATE	40DLA	123411	BLACK	904-6049
3523	SPREADER 8.1 CUBIC YARD	2018	SWENSON	V-BEL	123436		
3530	FB TRAILER-18` CARRY/24` TOTAL (2 AXLE)	2018	INTERSTATE	14RBS	123443	BLACK	910-8061
3616	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2019	KENWORTH	T440	123729	WHITE	139-1529
3617	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2019	KENWORTH	T440	123730	WHITE	139-1530
3618	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2019	KENWORTH	T440	123731	WHITE	143-0716
3619	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2019	KENWORTH	T440	123732	WHITE	139-1532
3620	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2019	KENWORTH	T440	123733	WHITE	139-1533
3621	SPREADER 8`	2018	SWENSON	PV358	123734		
3622	1/2 TON QUAD CAB PICKUP 4X2	2018	DODGE	RAM 1500	123735	WHITE	139-1537
3624	TRUCK W/ 2K GALLON WATER TANK	2019	KENWORTH	T370	123737	WHITE	139-1539
3635	FB TRAILER-18` CARRY/24` TOTAL (2 AXLE)	2018	INTERSTATE	14RBS	123748	BLACK	910-5837
3639	FB TRLR-27`3" CARRY/ 29`3" TOTAL (2AXLE)	2018	INTERSTATE	18BST	123752	BLACK	904-7445
3661	SCISSOR LIFT	2018	GENIE	GS-1930	123769		
3683	TACK DISTRIBUTOR TRAILER	2018	WEILER	TT500-135	123791	BLACK	910-6020
3721	SPREADER 8.1 CUBIC YARD	2018	SWENSON	V-BEL	123829		
3729	VIBRATORY COMPACTOR	2019	CATERPILLAR	CP34	123837	YELLOW	
3732	PORTABLE SMALL COMPRESSOR	2019	DOOSAN	P185WDO-T4F	123840	TAN	910-6025
3751	HIGH DUMP SWEEPER	2020	INTERNATIONAL	4300	123861	WHITE	141-3617
3756	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2020	KENWORTH	T440	123866	WHITE	141-3616

DEBRIS MANAGEMENT CHECKLISTS

3815	ROLLER COMBINATION	2019	BOMAG	BW11RH-5	124203		
3891	6 TON ASPHALT HOT BOX AND RECYCLER	2020	FALCON	6T DUMP 2 BURNER	124279	RED	910-8499
3892	2 TON CREW CAB TRUCK W/DUMP BED 4X2	2020	DODGE	RAM 5500	124280	WHITE	142-3338
3900	DOZER BLADE - ATTACHMENT	2020	CATERPILLAR	541-0945	124288		
3901	HYDRO SEEDER	2020	FINN	T60T	124289	TAN	911-7921
3906	MULCHER - ATTACHMENT	2020	CATERPILLAR	HM315C	124294		
3925	DUMP TRUCK ASPHALT 3-6 YRD	2021	KENWORTH	T370	124311	WHITE	143-8476
3929	SKID STEER LOADER (HIGH FLOW)	2017	KUBOTA	SVL95-2S	124315	ORANGE	
3977	SKID STEER LOADER (NON- HIGH FLOW)	2021	CATERPILLAR	289D3	124364	YELLOW	
3989	PANTOGRAPH REACH FORKLIFT	2021	DOOSAN	BR20SP-7P	124376		
4068	DUMP TRUCK PLATFORM W/ REMOVABLE SIDES 3/4YD (CLASS 8)	2022	KENWORTH	T370	124572	WHITE	145-7297
4080	6 TON ASPHALT HOT BOX AND RECYCLER	2021	FALCON	6T DUMP 2 BURNER	124584	RED	911-8061
4087	1/2 TON CREW CAB PICKUP 4X2	2021	DODGE	RAM 1500	124593	WHITE	146-8442
4090	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2022	KENWORTH	T440	124596	WHITE	146-8443
4110	SPREADER 8.1 CUBIC YARD	2022	SWENSON	V-BEL	124622		
4112	UTILITY TRAILER - 16FT	2022	MAXXD TRAILERS	U3X8316	124624	BLK	911-8075
4121	ENCLOSED TRAILER-20`	2023	CARGO EXPRESS	CSABC8.5X20TE3FF	124633	WHITE	911-8078
4151	84" BRUSH CUTTER ATTACHMENT	2022	BLUE DIAMOND	103930	124663		

Dept Name: WDST - WATER DIST.

EQ		Model					
No	Description	Year	Manufacturer ID	Model ID	Asset Number	Color	License No
2319	HD TRAILER-19` CARRY/29` TOTAL (2 AXLE)	2004	INTERSTATE	20DT	121125	WHITE	902-5371
2510	TRAILER-16`(2 AXLE)	2007	DIAMOND C	PACESETTER	121389	BLACK	904-6084
2775	TRAILER W/MNTD FLUSH UNIT	2012	WACHS	VALVE MNT	122762	WHITE	901-3625
	CREW CAB UTILITY TRUCK W/ SRVC BODY	2013	INTERNATIONAL	7300 SBA 4X2	121493	WHITE	114-1490
2853	(CLASS 8)						
2945	HYDRAULIC EXCAVATOR	2013	KOMATSU	PC490LC-10	121624	YELLOW	
2967	TRAILER-LIGHT POLE	2012	TEREX	AL5	121635	WHITE	902-5056
3050	TRAILER TRUCK- CLASS 8 (LIL' PETE)	2007	PETERBILT	386	121571	WHITE	118-2020

3085	BACKHOE LOADER	2015	JOHN DEERE	410K	121785	YELLOW	
3093	HYDRO EXCAVATOR (CLASS 8)	2015	FREIGHTLINER	114SD	121793	WHITE	118-7319
3115	3/4 TON REGULAR CAB PICKUP 4X2	2015	FORD	F250	121826	WHITE	120-6068
3116	3/4 TON REG CAB PICKUP 4X2	2015	FORD	F250	121827	WHITE	120-6069
3117	3/4 TON REG CAB PICKUP 4X2	2015	FORD	F250	121828	WHITE	120-6066
3120	3/4 TON REG CAB W/ UTILITY BODY 4X2	2015	FORD	F250	121831	WHITE	120-6089
3152	1 TON REG CAB UTILITY BODY 4X2	2015	CHEVROLET	SILVERADO 3500	121864	WHITE	124-4694
3153	1 TON REG CAB UTILITY BODY W/CRANE 4X2	2015	CHEVROLET	SILVERADO 3500	121865	WHITE	124-4695
3154	1 TON REG CAB UTILITY BODY W/CRANE 4X2	2015	CHEVROLET	SILVERADO 3500	121866	WHITE	124-5505
3185	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	121897	WHITE	911-7929
3186	TRAILER-16` (2 AXLE)	2016	P J TRAILERS	CC162	121898	BLACK	904-6057
3187	TRAILER-16` (2 AXLE)	2016	P J TRAILERS	CC162	121899	BLACK	904-6058
3220	CONSTRUCTION TRAILER (END DUMP)	2017	CTS	HRD-32	121932	BLACK	904-6068
3236	1/2 TON EXT CAB PICKUP 4X4	2016	CHEVROLET	SILVERADO 1500	121953	WHITE	128-2228
3239	ROAD BROOM	2016	LAY-MOR	SWEEP MASTER	121951	YELLOW/BLK	
3269	1 1/2 TON CREW CAB W/ FLATBED AND WACHS VALUE UNIT	2016	DODGE	RAM 4500 4X2	121982	WHITE	132-1780
3289	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	122002	WHITE	911-8071
3290	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	122003	WHITE	911-8077
3291	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	122866	WHITE	906-6282
3292	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	122867	WHITE	906-6283
3293	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	122868	WHITE	906-6286
3321	60ý600 GVW DUMP TRUCK (CLASS 8) 12-14YD	2017	KENWORTH	T440	122896	WHITE	132-2880
3339	UTILITY TRUCKSTER	2017	JOHN DEERE	855D	122944		
3403	1/2 TON REG CAB PICKUP 4X2	2017	DODGE	RAM 1500	123314	WHITE	135-9966
3416	3/4 TON REG CAB PICKUP W/UTILITY 4X2	2017	CHEVROLET	SILVERADO 2500	123330	WHITE	136-0078
3417	3/4 TON REG CAB PICKUP W/UTILITY 4X2	2017	CHEVROLET	SILVERADO 2500	123331	WHITE	136-0079
3418	3/4 TON REG CAB PICKUP W/UTILITY 4X2	2017	CHEVROLET	SILVERADO 2500	123332	WHITE	136-0080
3434	VALVE MAINTENANCE TRAILER	2016	WACHS	VALVE MNT	123348	WHITE	904-6024
3450	UTILITY TRUCK W/ SRVC BODY (CLASS 8)	2018	KENWORTH	T370	123364	WHITE	136-7321
3490	FORKLIFT 5ý000 LB DIESEL	2017	UNICARRIER	PF50YD	123403		
3528	BACKHOE LOADER	2018	CATERPILLAR	430F2	123441	YELLOW	
3532	2 TON REG CAB VALVE TRUCK 4X2	2017	DODGE	RAM 5500	123445	WHITE	138-4533
3615	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2019	KENWORTH	T440	123728	WHITE	139-1469

DEBRIS MANAGEMENT CHECKLISTS

3653	HEAVY HAUL TRUCK- CONVENTIONAL- DAY CAB (OLE` HEAVY)	2019	KENWORTH	Т800	123761	WHITE	140-3450
3667	TRAILER W/PWR WSHR/SPRYR	2019	WYATT	HOTSY	123775	BLACK	910-6004
3724	UTILITY TRUCK W/ SRVC BODY (CLASS 8)	2019	KENWORTH	T370	123832	WHITE	139-9776
3733	PORTABLE SMALL COMPRESSOR	2019	DOOSAN	P185WDO-T4F	123841	TAN	910-8450
3736	TRAILER W/MOUNTED GENERATOR 56KW	2008	MULTIQUIP INC	MQ POWER	123844	BLK/WHI	910-8453
3737	TRAILER W/MOUNTED GENERATOR 36KW	2009	MULTIQUIP INC	MQ POWER	123845	BLK/WHI	910-8452
3741	BACKHOE LOADER	2019	CATERPILLAR	430F2ST	123851	YELLOW	
3745	1/2 TON QUAD CAB 4X2	2019	DODGE	RAM 1500	123855	WHITE	140-9871
3755	1/2 TON QUAD CAB 4X2	2019	DODGE	RAM 1500	123865	WHITE	140-0626
3794	3/4 TON DOUBLE CAB W/UTL BODY 4X2	2019	CHEVROLET	SILVERADO 2500HD	123904	WHITE	141-3812
3798	UTILITY TRUCK W/ SRVC BODY (CLASS 8)	2020	KENWORTH	T370	124186	WHITE	141-4838
3804	FLUSH TRUCK (CLASS 8)	2020	KENWORTH	T470	124192	WHITE	142-5000
3824	1/2 TON CREW CAB 4X4	2019	DODGE	RAM 1500	124212	WHITE	141-7420
3825	1/2 TON CREW CAB 4X4	2019	DODGE	RAM 1500	124213	WHITE	141-7421
3834	TRAILER MOUNTED CONCRETE MIXERS 1-2 CY	2020	CART-AWAY	ST-125	124222	BLK/GRY	910-8482
3840	1 1/2 TON REG CAB W/UTL BODY 4X2	2019	CHEVROLET	SILVERADO 4500	124228	WHITE	141-7458
3848	3/4 TON REG CAB PICKUP W/ UTILITY BODY 4X4	2020	DODGE	RAM 2500	124236	WHITE	143-0396
3865	TRAILER W/MOUNTED PUMP	2020	MGS	N32-9185	124254	ORANGE	910-8018
3898	GOOSENECK LOWBOY TRAILER-24` CARRY/50.5` TOTAL	2021	XL SPECIALIZED	XL120HDG	124286	BLACK	911-7920
3903	1 TON CREW CAB PICKUP W/ UTILITY BODY 4X2	2020	DODGE	RAM 3500	124291	WHITE	142-3409
3916	3/4 TON REG CAB W/ UTILITY BODY AND CRANE 4X2	2020	DODGE	RAM 2500	124302	WHITE	142-3416
3919	1/2 TON QUAD CAB 4X4	2019	DODGE	RAM 1500	124305	WHITE	142-3421
3979	BACKHOE LOADER	2020	CATERPILLAR	430-07A	124366	YELLOW	
3983	TRAILER W/MOUNTED PUMP	2020	MGS	N32-9185	124370	ORANGE	911-7934
3990	3/4 TON REG CAB PICKUP W/ UTILITY BODY 4X4	2021	DODGE	RAM 2500	124377	WHITE	143-8492
3991	3/4 TON REG CAB PICKUP W/ UTILITY BODY 4X4	2021	DODGE	RAM 2500	124378	WHITE	143-8491
4021	COMPACT EXCAVATOR 25HP	2021	BOBCAT	E35	124391	WHI	
4028	UTILITY TRAILER - 16FT	2022	MAXXD TRAILERS	C6X8316	124532	BLK	911-7945
4029	TILT TRAILER-22`	2021	MAXXD TRAILERS	T8X8322	124533	BLK	911-7946

4034	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2022	KENWORTH	T440	124538	WHITE	145-7277
	UTILITY TRUCK W/ SRVC BODY & CRANE	2022	KENWORTH	T370	124575	WHITE	146-8434
4071	(CLASS 8)						
4084	UTILITY TRAILER - 20FT	2022	MAXXD TRAILERS	C5X8320	124590	BLACK	911-8064
4113	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2022	INTERSTATE	30DLE	124625	WHITE	911-8076
4170	TRAILER W/MNTD VACUUM EXCAVATOR	2023	DITCH WITCH	S4S	124682	ORANGE	910-8398
	3/4 TON REG CAB PICKUP W/ UTILITY BODY	2022	DODGE	RAM 2500	124730	WHITE	156-4705
4218	4X2						
	3/4 TON REG CAB W/UTL BODY 4X2	2023	CHEVROLET	SILVERADO	124738	WHITE	156-4832
4226				2500HD			

Dept Name: WWTR - WASTEWATER MAINT

EQ		Model					
No	Description	Year	Manufacturer ID	Model ID	Asset Number	Color	License No
2053	TRAILER-12`(2 AXLE)	2001	DIAMOND C	UTILITY	120741	BLACK	904-6061
2765	TRAILER-ENCLOSED	2011	CARRY ON	ENCLOSED		WHITE	910-5830
2818	SPORT UTILITY VEHICLE (PPV)	2012	CHEVROLET	TAHOE	122760	WHITE	110-8912
2843	TRAILER W/MESSAGE BOARD	2012	SOLARTECH	SILENTMESSENGER	121485	ORANGE	901-3629
2916	BACKHOE LOADER	2013	JOHN DEERE	310SK	121518	YELLOW	
2968	UTILITY TRUCK W/ COMPRESSOR (CLASS 8)	2014	FREIGHTLINER	M2106	121636	WHITE	115-7040
3253	BACKHOE LOADER	2015	CATERPILLAR	430F2	121966	YELLOW	
3281	TRAILER W/MOUNTED PUMP-15` (1 AXLE)	2016	MGS	N32-9233	121994	ORANGE	906-6274
3286	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	121999	WHITE	911-7937
3287	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	122000	WHITE	910-8077
3288	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	122001	WHITE	906-6279
3294	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	122869	WHITE	911-8074
3295	FB TRAILER-19` CARRY/30` TOTAL (2 AXLE)	2016	INTERSTATE	30DLE	122870	WHITE	906-6285
3303	DUMP TRUCK (CLASS 7) 5YD	2017	KENWORTH	Т370	122878	WHITE	132-2714
3318	60ý600 GVW DUMP TRUCK (CLASS 8) 12-14YD	2017	KENWORTH	T440	122893	WHITE	132-2878
3319	60ý600 GVW DUMP TRUCK (CLASS 8) 12-14YD	2017	KENWORTH	T440	122894	WHITE	141-3624
3320	60ý600 GVW DUMP TRUCK (CLASS 8) 12-14YD	2017	KENWORTH	T440	122895	WHITE	155-0785
3327	FLUSH TRUCK (CLASS 8)	2016	FREIGHTLINER	114SD	122902	WHITE	132-2938
3362	WHEEL LOADER	2017	CATERPILLAR	938M	123272	YELLOW	

DEBRIS MANAGEMENT CHECKLISTS

3363	SKID STEER LOADER (NON- HIGH FLOW)	2016	CATERPILLAR	289D4F	123273	YELLOW	
3449	UTILITY TRUCK W/ SRVC BODY (CLASS 8)	2018	KENWORTH	T370	123363	WHITE	136-7324
3466	FLUSH TRUCK (CLASS 8)	2018	KENWORTH	T470	123380	WHITE	136-7401
3487	TRAILER W/MNTD GENERATOR 100KW-18` (2 AXLES)	2017	GENERAC	MMG130D-STD	123400	BLK/WHI	904-6035
3518	TRAILER W/MESSAGE BOARD	2017	SOLARTECH	SILENTMESSENGER	123431	ORANGE	904-6045
3524	1 TON REG CAB FLATBED 4X2	2018	CHEVROLET	SILVERADO 3500	123437	WHITE	138-4748
3554	TRAILER W/MNTD FLUSH UNIT-15` (1 AXLE)	2018	SEWER EQUIP	MONGOOSE 184	123467	WHITE/BLK	910-8069
3614	DUMP TRUCK (CLASS 8) 12-14YD DUMP	2019	KENWORTH	T440	123727	WHITE	142-5146
3626	FLUSH TRUCK (CLASS 8)	2019	KENWORTH	T470	123739	WHITE	140-0850
3629	DUMP TRUCK PLATFORM- 3/4 YD	2019	KENWORTH	T370	123742	WHITE	140-0854
3632	3/4 TON REG CAB W/ UTILITY BODY AND CRANE 4X2	2018	DODGE	RAM 2500	123745	WHITE	140-0661
3678	EQUIPMENT TRAILER-22` (2 AXLE)	2019	P J TRAILERS	H5222	123786	BLACK	910-6012
3722	MID SIZE EXCAVATOR	2018	KUBOTA	KX080-4SR3A	123830	ORANGE	
3723	UTILITY TRUCK W/ SRVC BODY (CLASS 8)	2019	KENWORTH	T370	123831	WHITE	139-5562
3740	BACKHOE LOADER	2019	CATERPILLAR	430F2ST	123850	YELLOW	
3752	1/2 TON QUAD CAB 4X2	2019	DODGE	RAM 1500	123862	WHITE	140-9872
3759	2 TON REG CAB CAMERA TRUCK 4X2	2018	DODGE	RAM 5500	123869	WHITE	141-3594
3789	2 TON REG CAB TRUCK W/DUMP BED 4X4	2017	DODGE	RAM 5500	123899	WHITE	140-0640
3797	UTILITY TRUCK W/ SRVC BODY (CLASS 8)	2020	KENWORTH	T370	123849	WHITE	141-4839
3799	SPORT UTILITY VEHICLE	2019	FORD	EXPLORER	124187	WHITE	141-4930
3823	1/2 TON CREW CAB 4X4	2019	DODGE	RAM 1500	124211	WHITE	141-7422
3889	TRAILER W/MNTD FLUSH UNIT (1 AXLE)	2020	John Bean	BULLDOG SEWERJET	124277	BLACK	910-8496
3904	1 TON CREW CAB PICKUP W/ FLATBED BODY 4X2	2020	DODGE	RAM 3500	124292	WHITE/BLK	142-3408
3905	DUMP TRUCK (CLASS 6) 3YD (LIL` JUNIOR)	2021	KENWORTH	T270	124293	WHI/BLK	142-3410
3982	TRAILER W/MOUNTED PUMP	2020	MGS	N32-9185	124369	ORANGE	911-7935
3993	3/4 TON REG CAB W/ UTILITY BODY & CRANE 4X4	2021	DODGE	RAM 2500	124380	WHITE	143-8489
4003	1 TON REG CAB PICKUP W/ UTILITY BODY 4X2	2021	DODGE	RAM 3500	124390	WHITE	145-2456
4033	DUMP TRUCK (CLASS 6) 3YD (LIL` JUNIOR II)	2022	KENWORTH	T270	124537	WHI/BLK	145-7279
4036	UTILITY TRAILER - 20FT	2022	MAXXD TRAILERS	C6X8320	124540	BLK	911-8058
4099	ATV	2021	KUBOTA	RTV-X900WL-H	124612		

	TRAILER W/MNTD FLUSH UNIT (1 AXLE)	2022	JOHN BEAN	BULLDOG	124614	BLACK	911-8070
4102				SEWERJET			
4122	1/2 TON CREW CAB PICKUP 4X4 (V6)	2022	DODGE	RAM 1500	124635	WHITE	155-0274
4163	BACKHOE LOADER	2022	CATERPILLAR	430-07A	124675	YELLOW	
4243	FLUSH TRUCK (CLASS 8)	2023	KENWORTH	T470	124755	WHITE	156-4849

Appendix P DEBRIS REMOVAL CONTRACTOR SOLICITATION

Request for Proposals Disaster Debris Clearance and Removal Services

RFP NUMBER: XXXXXX

Proposal Deadline: Date Time

Request for Proposals

for

Disaster Debris Clearance and Removal Services

Introduction

FEMA encourages municipalities to identify disaster debris clearance and removal service providers prior to an emergency. With this in mind, the City of Grand Prairie, Texas (City) wishes to contract with one or more firms to provide services related to collection, reduction, recycling, hazardous waste management, demolition, processing, hauling, and final disposition of disaster-related debris. If the City activates more than one firm after a disaster, firms will be assigned clear territories (via dividing the City into grids) for their work to be performed and firms will need to contain their work to their assigned areas.

1 PROPOSAL OUTLINE AND CONTENT

To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline set forth below and, at a minimum, contain the information requested. Proposers are encouraged to include additional relevant information. At Proposers discretion, brochures may accompany required proposal materials; however, brochures will not be considered as substitution for other written requirements.

1.1 <u>Proposal Format</u>

The proposal must be typewritten and the original clearly marked and signed in blue ink. Legibility, clarity, and completeness are important and essential. Proposals must include labels that identify the sections of the proposal.

1.2 Letter of Transmittal

The letter of transmittal should be limited to two (2) pages and should include:

- 1.2.1 A brief statement of the Proposer's understanding of the work to be done.
- 1.2.2 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representations on behalf of the Proposer.
- 1.2.3 A statement that (1) the person signing the transmittal letter is authorized to legally bind the Proposer, (2) the proposal shall remain firm for a period of 180 days from the date of receipt of best and final offers, and (3) the proposal will comply with the requirements of this Request for Proposal ("RFP").
- 1.2.4 A statement indicating which vendor, if multiple vendors are proposing jointly, intends to act as prime point of contact for proposal evaluation questions and the delivery and maintenance of the vendors' proposed offerings.

1.3 <u>Title Page</u>

The title page should include the RFP subject and RFP number, the name and address of the Proposer, and the date of the proposal submission.

1.4 Table of Contents

The contents should be identified by section, description, and page number.

1.5 <u>Certificate of Registration</u>

The Proposer must furnish a "Certificate of Registration" that identifies the Proposer is authorized to conduct business in the State of Texas prior to the awarding of the contract.

1.6 <u>Capabilities and Related Experience</u>

Please provide a description of your organization's related experience and capabilities including a list of all projects completed within the last two years to include client references for each. Each Proposer must also provide a list of **all** debris removal, reduction, and disposal operations in excess of 500,000 cubic yards within the last ten years where the Proposer was the prime contractor and provide references for the communities where these operations took place. Each reference must include jurisdiction name, contact name,

e-mail address, phone number, and description of project. Proposers that do not meet these minimum qualifications will not be considered.

1.7 **Qualifications of Key Personnel**

Proposers must provide a listing of key personnel who would be assigned to the project, including their training (including FEMA courses/training completed), certifications, and years of experience. Proposers should also indicate which personnel will be primary contacts, which will be dedicated staff, and what role each staff member will play in execution of the contracted services.

1.8 Description of Work

Detailed requirements for describing the work to be performed, scope of services, and proposed costs are provided throughout this RFP.

1.9 <u>Technical Proposal</u>

Proposers should, at a minimum, provide the following information in the order listed below:

- 1.9.1 Proposer background, with specific detail regarding work on similar projects performed in excess of 500,000 cubic yards
- 1.9.2 Proposer technical experience regarding large-scale debris removal operations associated with tropical events, tornadoes, flooding, or other natural or manmade disasters
- 1.9.3 Organizational chart including proposed points of contact and a full-time project manager required to report to the City
- 1.9.4 Public information plan, including proposal of a Public Information Representative provided by the Proposer to interface with the City's Public Information Officer ("PIO")
- 1.9.5 Training (including FEMA courses/training) and professional experience (include all professional certifications) of proposed staff
- 1.9.6 A list of existing contracts, particularly those within the State of Texas
- 1.9.7 References from existing contracts and/or past clients (must include references from the successful completion of debris removal projects in excess of 500,000 cubic yards) within the past ten years
- 1.9.8 A list of Sub-Contractors, including primary operating location(s)
- 1.9.9 A one to two-page company profile with a brief description of the firm, capabilities, experience, contact information, website, and additional resources
- 1.9.10 Detailed listing of Proposer's equipment and resources highlighting equipment directly owned by the proposer
- 1.9.11 A mobilization and operations plan
- 1.9.12 Construction drawings for Occupational Health and Safety Administration (OSHA)compliant temporary inspection towers
- 1.9.13 Anti-collusion statement
- 1.9.14 Proposer's equipment and resource list Proposers shall submit a list of on-site and offsite equipment that will be available at the collection site or facility. The list should include all fire prevention, safety, personal protective equipment ("PPE"), and other equipment that the Proposer determines suitable or necessary for the project.
- 1.9.15 Spill and Fire Prevention Plan Proposers shall submit spill prevention and fire prevention plans tailored to on-site activities at the debris management site ("DMS") or facility.
- 1.9.16 Contingency Plan Proposers shall submit a format for a contingency plan and provide a description of notification procedures to the participants of on-site emergencies and evacuation of the participants in case of an emergency on site.
- 1.9.17 Employee Training Plan Proposers shall submit a comprehensive training plan and detailed training outline for each position involved in debris removal and DMS(s) operations. Proposers should include copies of any training manuals.
- 1.9.18 Health and Safety Plan Proposers shall submit information regarding their standard health and safety plan.
- 1.9.19 Description of Proposer's Safety Record Proposers shall submit a listing of all warning notifications, violations, and/or citations received from pertinent federal and/or state agencies in the past three (3) years by the Proposer.
- 1.9.20 Third-Party Certification Proposer shall submit a listing of all third-party certifications such as ISO 9000 Series, ISO 14000 Series, etc.

1.10 Safety

Proposer shall be solely responsible for maintaining safety at all work sites. Proposer shall take all reasonable steps to ensure safety for both workers and visitors to the site(s) to include traffic control. Proposer will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

1.11 Indemnification

In order to protect City from liabilities associated with on-site activities, transportation, and inherent Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") involving disposal, the Proposer should supply its own labor and transportation, and dispose of waste at only EPA-permitted disposal facilities. The Proposer must agree to assume generator status and be responsible for preparing and signing all manifests related to the City's household hazardous waste collection and/or disposal facility.

Proposer agrees to and shall defend, indemnify, and hold City, their employees, officers, and legal representatives (collectively, "City") harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, attorney's fees, court costs, and all other defense costs and interest), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this Agreement, including, without limitation, those caused by:

1. Proposer's and/or its agents', employees', officers', directors', or Proposer's Sub-Contractors' actual or alleged negligence or intentional acts or omissions;

- 2. City and Proposer's actual or alleged concurrent negligence, whether Proposer is immune from liability or not; and
- 3. City and Proposer's actual or alleged strict products liability or strict statutory liability, whether Proposer is immune from liability or not.

Proposer shall defend, indemnify, and hold City harmless during the term of this Agreement and for four (4) years after this Agreement terminates. Proposer shall not indemnify City for City's sole negligence.

1.12 Release

Proposer, its predecessors, successors, and assigns hereby release, relinquish, and discharge City, its agents, employees, officers, and legal representatives from any liability arising out of City's sole and/or concurrent negligence and/or City's strict products liability or strict statutory liability for any injury, including death or damage to persons or property, where such damage is sustained in connection with or arising out of performance under this contract.

1.13 Insurance Requirements

Proposer shall obtain and maintain insurance coverage in effect during the term of this Agreement as set forth below and shall furnish certificates of insurance showing City as an Additional Insured, in duplicate form, prior to the beginning of the Agreement. Each policy, except those for Worker's Compensation and Employer's Liability, must (1) name City as Additional Insured party on the original policy and all renewals or replacements, and (2) contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. Proposer's failure to maintain the required insurance coverage at any time during the contract period may be grounds for City to suspend the contract and to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least A and a Best's Financial Size Category of Class VII or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States.

Standard insurance policies and minimum amounts required are as follows:

- 1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage
 - a. Each occurrence not less than \$1,000,000
 - b. General aggregate not less than \$2,000,000
 - c. The coverage shall include (but not be limited to) personal injury liability, premises/operations, and products/completed operations
- 2. Workers' Compensation and Employer's Liability Insurance
 - a. Employers' Liability insurance of \$1,000,000 per occurrence
 - b. Workers' Compensation as required by statute
- 3. Automobile Liability (for vehicles Proposer uses in performing under the Agreement, including Employer's Owned, Non-Ownership, and Hired Auto Coverage) with broad

pollution liability endorsement and MCS-90 endorsement

- a. Combined Single Limit of \$1,000,000 per occurrence
- 4. Environmental Impairment Liability and/or Pollution Liability
 - a. \$3,000,000 per occurrence or claim and \$3,000,000 aggregate
- 5. Excess Liability
 - a. \$3,000,000 per occurrence and \$3,000,000 aggregate
- 6. Other Insurance
 - a. If requested by City, Proposer shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Proposer's operations under the Agreement.

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.

All of the insurance required to be carried by the Proposer hereunder shall be by policies that require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against City and shall give thirty (30) days written notice to City before they may be cancelled or materially changed. Within such thirty (30)-day period, Proposer covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or non-renewed, so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Proposer to obtain and keep in force the above-required insurance coverage shall authorize City, at its option, to terminate the Agreement at once. Proposer shall give written notice to City within five (5) days of the date on which total claims by any party against Proposer reduce the aggregated amount of coverage below the amounts required by the Agreement.

Proposer shall pay all insurance premiums, and City shall not be obligated to pay any premiums. Proposer shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against City.

If any part of the work is sublet, similar insurance shall be provided by or on behalf of the Sub-Contractor to cover their operations, and evidence such as insurance, satisfactory to City shall be furnished by the Proposer. In the event a Sub-Contractor is unable to furnish insurance in the limits required under the Agreement, the Proposer shall endorse the Sub-Contractor as an Additional Insured on his policies excluding Workers' Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

1.14 Financial Assurance

Proposer must submit the most current, unqualified, audited financial statement or U.S. Securities and Exchange Commission ("SEC") Form 10K for the proposing organization. Proposals submitted without the most current certified financial statement or SEC Form 10K shall be considered non-compliant with the RFP.

1.15 <u>Performance Bonds</u>

To ensure faithful performance, the Contractor shall provide to the City and maintain a Proposal Bond in the sum of \$500,000 for the duration of the Agreement. The Contractor's Proposal Bond shall be due upon signing of the Contract by the Contractor.

- (a) In the event the Contractor is notified by the City to commence disaster services in the form of a Notice to Proceed and Purchase Order ("PO"), the Contractor shall provide a Performance and Payment Bond to the City within seven days. If the Performance and Payment Bond is not received within seven days, the Contractor shall forfeit their Proposal Bond.
- (b) The Performance and Payment Bond shall be in an amount at least equal to the estimated price of the work in the PO as determined by the City and in such form and with such securities acceptable to the City. The City may require the Contractor to furnish other bonds, in such form and with such sureties as it may require. If the PO is increased by a change order, the Contractor shall be responsible to ensure that the Performance and Payment Bond has been amended accordingly and of copy of the amendment shall be provided to the City's Debris Manager. The maximum amount of any Bond shall not exceed ten million dollars.
- (c) A Performance and Payment Bond shall be issued for each PO. Performance and Payment Bonds must be maintained until the PO has been completed and approved by the City. Upon the successful completion of PO work, the Performance and Payment Bonds shall be released by the City.
- (d) If the Surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Texas or it ceases to meet the requirements imposed by the City, the Contractor shall within five (5) calendar days substitute another Bond and Surety, both of which shall be acceptable to the City.
- (e) If the Contractor cannot obtain another Bond and Surety within (5) calendar days, the City shall accept, and the Contractor shall provide an irrevocable letter of credit drawn on a Texas bank until the Bond and Surety can be obtained.

1.16 Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City shall suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time, therefore the Contractor shall pay the City, as liquidated damages, the following:

- (a) The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources requested by the City, within seventy-two (72) hours of being issued a PO.
- (b) The Contractor shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City Designated Final Disposal Site. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.
- (c) The Contractor shall pay the City, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small

debris in excess of one-bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

- (d) The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor. Application of liquidated damages does not release the Contractor from the responsibility of resolving, repairing or paying for damages.
- (e) If Contractor personnel, including their subcontractors, are documented collecting debris from areas that are not listed in a PO (i.e. private property, vacant lots, land clearing debris), then liquidated damages shall be assessed at \$1,000.00 per incident. An incident shall entail each individual property as identified by a property identification number.
- (f) If Contractor personnel, including its subcontractors, leave their assigned area prior to completion of the work specified in the PO, "cherry pick" debris within their assigned area or collect debris from outside of their assigned area, then liquidated damages shall be assessed at \$1,000.00 per occurrence. In the event of leaving an assigned area prior to completion of work specified in the PO, the liquidated damage shall be assessed at \$5,000.00 per day until work has resumed in the assigned area.
- (g) At each vegetative debris management site, if grinding is selected as a volume reduction alternative, the Contractor shall be required to grind a minimum of 200-300 cubic yards per hour per grinder during operating hours. The Contractor and City may agree to a different rate if needed. The new established rate shall then be the performance standard for a specific PO. The minimum rate shall be achieved no later than the third calendar day after receipt of the mobilization PO. Liquidated damages shall be assessed at \$10,000.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.
- (h) All work, including site restoration of debris management sites, prior to close-out shall be completed within 30 calendar days after receiving notice from the City that the last load of debris has been delivered, unless the City initiates additions or deletions to the agreement by written POs. Subsequent changes in completion times shall be equitably negotiated by both parties pursuant to applicable state and federal laws. Liquidated damages shall be assessed at \$2,000.00 per calendar day for any time over the maximum allowable time established.
- (i) All work for the collection of debris from public roads, rights-of-way and other areas as directed by the City in POs shall be completed on or before the recorded completion date. Liquidated damages shall be assessed at \$5,000.00 per calendar day for any day in which the recorded completion date has not been achieved to the satisfaction of the City.
- (j) Failure of the Contractor to meet the required specifications listed in a PO or meet any deadline specified herein or listed in a PO shall result in liquidated damages as specified in each PO.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

1.17 Contract term

The initial contract term will be for five (5) years with an optional three (3) year and two (2) year extension allowing for a ten (10) year total contract term. Prices will be reviewed at each optional renewal and increased if necessary based on review of the consumer price index ("CPI").

1.18 Invoice Schedule

The Proposer will invoice the City for work completed no more frequently than every two weeks.

1.19 <u>Retainage</u>

The City will hold a 10% retainage on all Proposer invoices until satisfactory completion of the project and resolution of all damages.

2 TERMS AND DEFINITIONS

Definitions of key terms used in this RFP are provided below.

2.1 Approved Final Disposal Site

2.1.1 A final disposal site approved in writing by the City.

2.2 <u>Authorized Representative</u>

2.2.1 City employees and/or contracted individuals designated by the City or City debris manager.

2.3 <u>Cleanup Crew</u>

2.3.1 A group of individuals or an individual employed by Proposer to collect disaster debris.

2.4 Construction and Demolition ("C&D") Debris

- 2.4.1 Federal Emergency Management Agency ("FEMA") Publication 104-009-2, Public Assistance Program and Policy Guide, defines eligible C&D debris as damaged components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D debris is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents.) Current eligibility criteria include the following:
 - a. Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way ("ROW").
 - b. Debris removal must be the legal responsibility of the applicant.
 - c. Debris must be a result of a major disaster.

2.5 <u>Debris</u>

2.5.1 Items and materials broken, destroyed, or displaced by a natural or human-caused federally declared disaster. Examples of debris include but are not limited to trees, C&D debris, and personal property.

2.6 Debris Management Site ("DMS")

2.6.1 A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a temporary debris management site ("TDMS") or temporary debris storage and reduction site ("TDSRS") or temporary debris storage facility ("TDSPF").

2.7 Debris Manager

2.7.1 The City will designate a debris manager, who will provide oversight for all phases of debris removal operations.

2.8 Debris Removal

2.8.1 Picking up debris and taking it to a DMS, composting facility, recycling facility, permitted landfill, or other reuse or end-use facility.

2.9 <u>Demolition</u>

2.9.1 The act or process of reducing a structure, as defined by the State of Texas or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

2.10 Description of Designated Area

- 2.10.1 The designated area for debris removal is bounded by City limits and includes all public ROWs, easements, parks, and debris staging areas within the areas of the City. The Proposer will remove debris from municipal roadways at the direction of the City. The City may also authorize the Proposer to remove debris from Non-City roadways or other areas as directed in writing by the City.
- 2.10.2 All debris identified by City shall be removed. Proposer shall make up to two complete passes through the City's limits, removing all debris along each ROW. The City may or may not require the Proposer to perform a third pass. Partial removal of debris piles is strictly prohibited. The Proposer shall not move from one designated area to another designated area without prior approval from the City or its representative. Any eligible debris (such as fallen trees) that extends onto the ROW from private property shall be cut at the point where it enters the ROW, and the part of the debris that lies within the ROW shall be removed. The Proposer shall not enter onto private property during the performance of this contract unless specifically authorized in writing by the City.
- 2.10.3 Proposer shall deliver debris to DMS and final disposal sites that have been permitted to receive disaster debris and will adhere to all local, state, and federal regulations.
- 2.10.4 Debris shall be reasonably compacted into the hauling vehicle. No limbs or branches shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the truck bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to the disposal site.
- 2.10.5 All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at DMS(s), unless approved in advance by City.

- 2.10.6 Loose leaves and small debris in excess of one (1) bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site. Hand crews and rakes will be required.
- 2.10.7 The Proposer will provide an on-site project manager to the City. The project manager shall provide the City with a telephone number at which the project manager can be reached throughout the project. The project manager will be expected to have daily meetings with City representatives. Daily meeting topics will include (but will not be limited to) volume of debris collected, completion progress, local coordination, and damage repairs. City may adjust the frequency of meetings. Proposer project manager must be available 24 hours-a-day, or as required by the City.
- 2.10.8 City does not warrant or guarantee the availability or use of any final disposal sites. Proposer must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved in writing by City.
- 2.10.9 Proposer will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris from DMS sites. Payment for disposal costs (such as tipping fees) incurred by the Proposer at permitted disposal facilities, or other City-approved sites that meet local, state, and federal regulations for disposal, will be made at the cost incurred by the Proposer. The Proposer must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Proposer payment to the disposal facility.
- 2.10.10 Proposer shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
- 2.10.11 Proposer shall be capable of assembling, directing, and managing a workforce that can be fully operational in debris management operations in a maximum of seventy-two (72) hours or sooner, depending on the extent of the disaster. Operations must begin within seventy-two (72) hours of notification by the City. Depending on the category of the event, the City may request immediate mobilization.
- 2.10.12 Debris management activities reimbursed through federal disaster programs may occur in areas protected by the Endangered Species Act. For any project that requires a federal permit or receives federal funding is subject to Section 7 of the Endangered Species Act (see Section 2.13 Endangered Species Act). Proposer and City will comply with the findings of the Section 7 Endangered Species Act consultation, if applicable.

2.11 Disaster-Specific Guidance ("DSG")

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

2.12 Eligible

2.12.1 Qualifying for and meeting the most current stipulated requirements (at the time the written Notice to Proceed is issued and executed by the City to the Proposer) of the FEMA Public Assistance Grant Program, FEMA Publication 104-009-2 (additional information below),

and all current FEMA fact sheets, guidance documents, and DSGs. Eligible also includes meeting any changes in definition, rules, or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

2.13 Endangered Species Act

- 2.13.1 Section 7 of the Endangered Species Act, 16 U.S.C. § 1536(a)(2), requires all federal agencies to consult with the National Marine Fisheries Service ("NMFS") for marine and anadromous species, or the U.S. Fish and Wildlife Service ("FWS") for fresh-water and wildlife, if they are proposing an action that may affect listed species or their designated habitat. "Action" is defined broadly to include funding, permitting, and other regulatory actions. (See 50 C.F.R. § 402.02.)
- 2.13.2 Each federal agency is to ensure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of a designated critical habitat. This is done through consultation. If such species may be present, the local government must conduct a biological assessment ("BA") to analyze the potential effects of the project on listed species and critical habitat to establish and justify an effect determination (assistance and coordination may be available from the State of Texas, especially with transportation projects). The federal agency reviews the BA and, if it concludes that the project may adversely affect a listed species or its habitat, it prepares a biological opinion. The biological opinion may recommend reasonable and prudent alternatives to the proposed action to avoid jeopardizing or adversely modifying the habitat.

2.14 FEMA Publication 104-009-2 Public Assistance Program and Policy Guide

- 2.14.1 This publication is specifically dedicated to the rules, regulations, and policies associated with public assistance programs and the debris removal process. Familiarity with this publication and any revisions can help a local government limit the amount of non-reimbursable expenses. The Public Assistance Program and Policy Guide provides the framework for the debris removal process authorized by the Stafford Act, including the following:
 - a. Eliminating immediate threats to lives, public health, and safety.
 - b. Eliminating immediate threats of significant damage to improved public or private property.
 - c. Ensuring the economic recovery of the affected community to the benefit of the community at large.

2.15 Grinding

2.15.1 Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

2.16 <u>Hazardous Hanging Limbs</u>

- 2.16.1 A limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 104-009-2 are:
 - a. The limbs or branches extend over the public ROW;

- b. The broken limbs or branches measure two inches or larger in diameter at the point of breakage; and
- c. The limbs or branches are still hanging in a tree and threatening a public use area, e.g. trails, sidewalks, golf cart path.

2.17 <u>Hazardous Leaning Tree</u>

- 2.17.1 A tree is considered hazardous if its condition was caused by the disaster; it is an immediate threat to lives, public health and safety, or improved property; it has a diameter of six (6) inches or greater measured 4.5 feet above ground level; and one or more of the following criteria are met (according to FEMA Publication 104-009-2):
 - a. The tree has a split trunk.
 - b. The tree has a broken canopy.
 - c. The tree is leaning at an angle greater than thirty (30) degrees.

2.18 <u>Hazardous Stump</u>

- 2.18.1 A stump is defined as hazardous and eligible for reimbursement if all the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 104-009-2 are:
 - a. The stump has fifty (50) percent or more of the root ball exposed.
 - b. The stump is 2 feet or larger in diameter when measured 2 feet from the ground.
 - c. The stump is located in a public ROW.
 - d. The stump poses an immediate threat to public health and safety.

Loose stumps (not attached to the ground) and stumps under two feet in diameter measured 2 feet from the ground and meeting the criteria 2.18.1 (a) (c) and (d) above will be removed as ROW Vegetative Debris as outlined in Section 3.2.

2.19 Historic Preservation

2.19.1 In certain instances, debris operations may occur in designated areas (for example, DMS locations or private property) that are subject to historical preservation rules and regulations.

2.20 Household Hazardous Waste ("HHW")

- 2.20.1 The Resource Conservation and Recovery Act ("RCRA") defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive, or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
 - a. HHW must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
 - b. HHW removal must be the legal responsibility of the applicant.
 - c. HHW must be a result of a major disaster.

2.20.2 The collection of commercial disaster-related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected by Proposer with written authorization from the City. Hazardous waste must be disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

2.21 Monitor

2.21.1 Person that observes day-to-day operations of debris removal crews and provides documentation of contract line items as well as QA/QC of documentation completed in the field. FEMA sets forth guidelines for eligibility. Eligibility determinations are not complete until they are reviewed by QA/QC staff prior to the approval of invoices. Monitor and Proposer must work together to ensure eligible work being performed meets the City's expectations ,contractual requirements, and complies with all applicable federal, state, and local regulations. May also be referred to as a field inspector.

2.22 Personal Protective Equipment (PPE)

2.22.1 Equipment worn to minimize exposure to a variety of hazards.

2.23 <u>Recycling</u>

2.23.1 The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

2.24 <u>Refrigerant</u>

2.24.1 Ozone-depleting compound that must be removed from white goods or other refrigerantcontaining items prior to recycling or disposal.

2.25 <u>Right-of-Entry (ROE)</u>

2.25.1 As used by FEMA, the document by which a property owner confers to the City or its Proposer or the U.S. Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

2.26 <u>Right-of-Way (ROW)</u>

2.26.1 The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

2.27 <u>Scale/Weigh Station</u>

2.27.1 A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

2.28 <u>Tipping Fee</u>

2.28.1 A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped. May also be referred to as a disposal fee.

2.29 Used Electronics

2.29.1 End-of-life electronics (typically televisions, computers, and related components) that have been damaged by the disaster. May also be referred to as e-waste.

2.30 <u>Vegetative Debris</u>

- 2.30.1 Damaged and disturbed trees, tree limbs, bushes, shrubs, brush, untreated lumber, and wood products.
- 2.30.2 Remains of standing trees that are clearly damaged beyond salvage.

2.31 White Goods

- 2.31.1 As outlined in FEMA Publication 104-009-2, eligible white goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
 - a. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
 - b. White goods removal must be the legal responsibility of the applicant.
 - c. White goods must be a result of a major disaster.

3 SCOPE OF WORK AND RATE SCHEDULE ITEMS

Proposer shall have the capacity to manage a major workforce with multiple Sub-Contractors and to cover the expenses of a major recovery prior to being paid by City. Established management teams must be in place. Proposer shall have the resources to provide the equipment and personnel necessary to cover a disaster. Upon activation by the City, the Proposer must have the capability to have equipment and operators on site within 72 hours to respond to the incident. Proposer shall have experience in five (5) debris removal, reduction, and disposal operations in excess of 500,000 cubic yards within the past ten (10) years where the Proposer was the prime Proposer.

It shall be Proposer's responsibility to load, transport, reduce, and properly dispose of all disastergenerated debris once City issues a Notice to Proceed to Proposer, unless otherwise directed in writing by City. The City reserves the right to utilize one or more Proposer's to remove debris efficiently. The City also reserves the right to utilize different contractors for various elements including, but not limited to, emergency road clearance, right of way debris removal, and DMS management.

It shall be Proposer's responsibility to load and transport debris according to the production rate schedule below.

a. Up to fifty thousand (50,000) cubic yards 10 calendar days from Notice to Proceed (NTP).

b. Up to one hundred fifty thousand (150,000) cubic yards 15 calendar days from NTP.

c. Up to two hundred fifty thousand (250,000) cubic yards 30 calendar days from NTP.

d. Up to five hundred thousand (500,000) cubic yards 60 calendar days from NTP.

e. Greater than five hundred thousand (500,000) cubic yards after 60 calendar days, one hundred fifty thousand (150,000) cubic yards every 15 calendar days thereafter.

f. The ability to be fully operational for the reduction and disposal of debris within 72hours of initial NTP.

Payment for disposal costs (such as tipping fees) incurred by Proposer at a City-approved final disposal site that meets local, state, and federal regulations for disposal will be reimbursed by City as a pass-through cost. Prior to reimbursement by the City, Proposer must furnish an invoice in hard copy and electronic formats, all scale or load tickets issued by the disposal facility, and proof of Proposer payment to the disposal facility.

The scope of work under this contract includes the following elements:

3.1 <u>Emergency Road Clearance</u>

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from City roadways and waterways to make them passable immediately following a declared disaster. All roadways designated by the City shall be clear and passable within a reasonable amount of time as overseen by the City. What constitutes a reasonable period for emergency push operations will be defined by the City at the time of a notice to proceed. Roadways will be cleared as directed by the City. The Proposer shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (that is, certification), starting and ending times, and zones/areas cleared. Services performed under this contract element will be compensated

using a mutually agreed upon Hourly Labor and Equipment Price Schedule (Schedule 1).

3.2 <u>ROW Vegetative Debris Removal</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to pick up and transport eligible disasterrelated vegetative debris from the City ROW to a City-approved DMS or approved final disposal site in accordance with all federal, state, and local regulations.

- 3.2.1 Vegetative debris in the City ROW is defined as debris resulting from a hurricane or other natural or human-caused disaster, which has been or will be placed along public ROWs, easements, City parks, alleys, City debris staging areas, and other areas as designated by the City.
- 3.2.2 For the purposes of this contract, eligible vegetative debris that is piled in immediate proximity to the actual legal street ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- 3.2.3 Proposer will remove vegetative debris as directed by the City.
- 3.2.4 Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved DMS or final disposal site as specified by the City. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 3.2.5 All Eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by City or its authorized representative.
- 3.2.6 Proposer must provide traffic control as conditions require or as directed by the City.
- 3.2.7 Entry onto private property for the removal of eligible vegetative debris will only be permitted when directed by the City or its authorized representative. City will provide specific ROE legal and operational procedures.

3.3 <u>ROW C&D Debris Removal</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to pick up and transport eligible C&D debris from the City ROW to a City-approved DMS or final disposal site in accordance with all federal, state, and local regulations.

- 3.3.1 C&D debris in the City ROW is defined as disaster-generated debris that has been or will be placed along public ROW, easements, City parks, alleys, and City debris staging areas.
- 3.3.2 For the purposes of this contract, Eligible C&D debris that is piled in immediate proximity to the ROW and that is accessible from the ROW line with loading equipment (that is, not behind a fence or other physical obstacle) will be deemed to be on the ROW, and is to be removed.
- 3.3.3 Proposer will remove C&D debris from the ROW as directed by the City.
- 3.3.4 Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved

DMS or final disposal site as specified by the City. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

- 3.3.5 All Eligible debris will be removed from each location before proceeding to the next location, unless otherwise directed by the City or its authorized representative.
- 3.3.6 Proposer must provide traffic control as conditions require or as directed by the City.
- 3.3.7 Entry onto private property for the removal of Eligible C&D debris will only be permitted when directed by the City or its authorized representative. City will provide specific ROE legal and operational procedures.
- 3.3.8 C&D debris must be monitored for the collection, complete haul, and delivery at the approved DMS or final disposal sites. City or authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

3.4 <u>Demolition, Removal, Transport, and Disposal of Non-RACM Structures</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to decommission, demolish, and dispose of eligible non-regulated asbestos-containing material ("non-RACM") structures on private property within the jurisdictional limits of the City. Under this service, work will include asbestos-containing material ("ACM") testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of non-RACM structures, as well as scattered C&D debris on private property, will be transported to a City-approved final disposal site in accordance with all federal, state, and local regulations.

- 3.4.1 Removal and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the City.
- 3.4.2 Entry onto private property will only be permitted when directed by the City. City will provide specific ROE legal and operational procedures.
- 3.4.3 Proposer is required to strictly adhere to all local, state, and federal regulations (such as obtaining demolition permits) for the demolition, handling, and transportation of non-RACM structures.
- **3.4.4** Decommissioning consists of the removal of all HHW, used electronics, white goods, and scrap tires from a non-RACM structure and disposal at a properly sanctioned facility in accordance with all applicable federal, state, and local regulations.
- 3.4.5 Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- 3.4.6 Removal and transportation of eligible non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City's authorized representative.
- 3.4.7 Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

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

3.5 <u>Demolition, Removal, Transport, and Disposal of RACM Structures</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a City-approved final disposal site in accordance with all federal, state, and local regulations.

- 3.5.1 Proposer is required to strictly adhere to all local, state, and federal regulatory requirements (such as obtaining demolition permits, fully encapsulated wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- 3.5.2 Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable local, state, and federal regulations.
- 3.5.3 Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- 3.5.4 Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City's authorized representative.
- 3.5.5 Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 3.5.6 Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the City or its authorized representative. City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

3.6 DMS Management and Operations

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging, and reduction of disaster debris. Reduction methods must be approved by the City prior to commencement of reduction activities. DMS layouts and ingress and egress plans must be approved by the City. City may provide Proposer with potential DMS(s). Proposer will be responsible for documenting the condition of the sites prior to their use as DMS(s), and for returning the DMS(s) to their original condition, abiding by all state and federal environmental regulatory requirements, and the following:

- a. If City DMS locations are identified, the Proposer will be provided with the address, Global Positioning System ("GPS") coordinates, and estimated acreage of each DMS.
- b. Based on the severity of the disaster, City may require Proposer to locate additional sites to be used as DMS(s). If private sites are identified to be leased, the Proposer may be tasked with executing the lease and could bill these costs to the City as a pass-through cost.
- c. The Proposer will be responsible for conducting pre-condition baseline underground water and soil sampling and testing of DMS as well as comparable closeout sampling and testing.
- d. DMS(s) operations and remediation must comply with all local, state, and federal safety and environmental standards. Proposer reduction, handling, disposal, and remediation operations must be approved in writing by the City.
- e. City reserves the right to inspect the DMS(s), verify quantities, and review operations at any time.
- 3.6.1 Managing DMS location includes helping to obtain necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies, which may include but are not limited to the U.S. Environmental Protection Agency ("EPA"), Texas Commission on Environmental Quality ("TCEQ"), Texas Historical Commission, or other State and County agencies. Proposer shall also be responsible for all costs associated with third-party groundwater and soil testing.
- 3.6.2 Debris at the DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.), as outlined in Section 2.10 Description of Designated Area.
- 3.6.3 Proposer is responsible for maintaining the DMS(s) approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- 3.6.4 Proposer is responsible for all associated costs necessary to provide DMS(s) traffic control (for example, traffic cones and staff with traffic flags).
- 3.6.5 Proposer is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control (for example, an operational water truck, silt fencing, and other best management practices).
- 3.6.6 Proposer is responsible for providing twenty-four (24)-hour security at DMS(s).
- 3.6.7 Proposer will only permit Proposer vehicles and others specifically authorized by the City or its authorized representative on DMS locations.
- 3.6.8 Proposer is responsible for all associated costs necessary to provide DMS(s) utilities (for example, water, lighting, and portable toilets).
- 3.6.9 Proposer is responsible for all associated costs necessary to provide DMS(s) fire protection (for example, an operational water truck [sufficient and equipped for fire protection], fire breaks, and a site foreman).

- 3.6.10 Proposer is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation is reflected in this scope of work. The City will be responsible for disposing of HHW/contaminant material segregated and stored in lined containers at the DMS(s)
- 3.6.11 Proposer shall provide tower(s) from which the City or its authorized representative can make volumetric load calls. The tower provided by the Proposer will meet required minimum specifications, detailed in Section 3.20 Debris Site Tower Specifications.
- 3.6.12 Proposer is responsible for operating the DMS(s) in accordance with OSHA, EPA, and TCEQ guidelines.
- 3.6.13 Upon completion of haul-out activities, the Proposer shall restore the site to its original condition prior to site use at their own expense, abide by all local, state, and federal environmental regulatory requirements, and obtain a written release from the City or its authorized representative. Site remediation will include (but is not limited to) ensuring all debris, mulch, and other residual material is adequately removed, returning the original site grade and other physical features including sodding if necessary. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and TCEQ. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS(s) operations.

3.7 DMS Management and Reduction by Grinding

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by grinding. Reduction methods are at the discretion of the City. Grinding must be approved by the City prior to commencement of reduction activities.

- 3.7.1 All unreduced disaster debris must be staged separately from reduced debris at the DMS(s).
- 3.7.2 Grinding activities must begin within seven days of the opening of the DMS with adequate equipment available to process the type of debris entering the site and prevent stockpiling of excess debris at the DMS.
- 3.7.3 Proposer must obtain City's approval to reduce C&D debris. If approved for reduction by the City, C&D debris must be reduced via grinding for the City to compensate the Proposer for reduction. Incineration, mauling or driving over C&D are not acceptable methods of C&D reduction.

3.8 DMS Management and Reduction by Incineration

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce disaster debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the City. Incineration must be approved by the City prior to commencement of reduction activities.

3.8.1 All unreduced disaster debris must be staged separately from reduced debris at the DMS(s).

3.9 Haul-Out of Reduced Debris from DMS to Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and associated costs necessary to load and transport reduced eligible material (such as ash, compacted C&D, or mulch) from a City-approved DMS(s) to a City-approved final disposal site in accordance with all local, state, and federal regulations.

- 3.9.1 All unreduced disaster debris must be transported to a final disposal site separately from reduced debris.
- 3.9.2 Proposer shall provide the name and address of each disposal site to be used along with the name and the telephone number of a responsible party for each site, prior to commencing the work.
- 3.9.3 Proposer shall not use any disposal site without the written consent of the City. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the City prior to issuing any such authorization.
- 3.9.4 Proposer shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, Proposer, and City for permission to post a City inspector at the site for verification of each load disposed.
- 3.9.5 Proposer shall provide a sufficient number of debris site towers and/or certified scales meeting City specifications to provide for the efficient delivery of waste streams without excessive wait times. The City shall decide what constitutes an excessive wait time. To the extent that the City determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the City's request and certified scales must be operational within five (5) business days of the City's request.
- 3.9.6 At the completion of disposal operations, each disposal site will issue a written summary of the quantity, type, and origin of waste delivered.
- 3.9.7 Proposer shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a final disposal site that was not approved by City.

3.10 <u>Removal of Hazardous Leaning Trees and Hanging Limbs</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to remove all eligible hazardous leaning trees six (6) inches or greater in diameter, measured four and a half (4.5) feet from the base of the tree, and eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and in the City ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and in the City ROW. Further, debris generated from the removal of eligible hazardous leaning trees and eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with Section 3.2 of this RFP. Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and a half (4.5) feet from the base of the tree, will be flush cut, loaded, and removed in accordance with Section 3.2 of this RFP. The City will not compensate the Proposer for cutting leaning trees less than six (6) inches in diameter on a

unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then the Proposer must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

- 3.10.1 Eligible hazardous leaning trees will be identified by the City or its authorized representative for removal. Removal and transportation of hazardous leaning trees six (6) inches or greater in diameter on the City ROW or private property will be performed as identified by the City or authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of hazardous leaning trees will be communicated to the Proposer in writing by the City or authorized representative. For hazardous leaning trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 - a. The tree has a broken canopy.
 - b. The tree has a split trunk.
 - c. The tree has fallen or been uprooted within a public use area.
 - d. The tree is leaning at an angle greater than thirty (30) degrees.
- 3.10.2 Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter at the point of the break and on the City ROW or private property will be performed as identified by the City's authorized representative. All disaster-specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Proposer in writing by the City's authorized representative. For hazardous hanging limbs to be removed and eligible for payment, the limb must satisfy the following requirements:
 - a. The limb is two (2) inches or greater in diameter at the point of the break.
 - b. The limb is still hanging in a tree and threatening a public use area.
 - c. The limb is located on improved public property.

3.11 <u>Removal of Hazardous Stumps</u>

3.11.1 Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary to remove all hazardous uprooted stumps two (2) feet or greater in diameter, measured 2 feet from the base of the tree, in the City ROW. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of eligible hazardous uprooted stumps in the City ROW will be placed in the safest possible location on the ROW and subsequently removed in accordance with Section 3.2 of this RFP. Stumps measured two (2) feet from the base of the tree and less than two (2) feet in diameter will be considered normal vegetative debris and will be removed in accordance with Section 3.2 of this RFP. City will not compensate Proposer for removing hazardous stumps less than two (2) feet in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than two (2) feet will be converted into a cubic yardage volume based on the published FEMA

Stump Conversion Table (see Attachment 1, FEMA Stump Conversion Table) and will be removed under the terms and conditions of Section 3.2 of this RFP.

- 3.11.2 Eligible hazardous stumps will be identified by the City for removal. Removal and transportation of hazardous uprooted stumps in the City ROW and private property will be performed as identified by the City. All disaster-specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to Proposer in writing by the City. For hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirements:
 - a. Over fifty (50) percent of the tree crown is damaged or broken and heartwood is exposed.
 - b. Fifty (50) percent or more of the root ball is exposed.
 - c. The stump is on City ROW and poses an immediate threat to public health, safety, or welfare.
- 3.11.3 Stumps that are not attached to the ground will be considered normal vegetative debris and will be subject to removal under the terms and conditions of Section 3.2. Stumps with less than fifty (50) percent of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (that is, tree trunk) will be removed under the terms and conditions of Section 3.2. The cubic yard volume of the unattached stump will be based on the diameter conversion using the published FEMA Stump Conversion Table (see Attachment 1, FEMA Stump Conversion Table).
- 3.11.4 The City or its representative will measure and certify all stumps before removal.
- 3.11.5 Stumps shall only be collected after the City and the Proposer document and perform the following:
 - a. Location Determine that the uprooted stump is located on improved public property or a public ROW. Record and document the location using photography, map depiction, and specific descriptive notations.
 - b. Size Measure and record the diameter of the stump to be removed at the appropriate location.
 - c. Marking Eligible stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
 - d. Stump Worksheet Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump to capture the following information: (1) names and signatures of parties present; (2) physical location (street address, road cross streets, etc.); (3) stump number; (4) size of the stump; and (5) date of stump removal.
- 3.11.6 The unit stump price shall include (but not be limited to) stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction.

3.12 <u>ROW White Goods Debris Removal</u>

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs,

toll costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a City-approved DMS, decontamination, and transportation to the City's approved final disposal site.

- 3.12.1 White goods containing refrigerants must first have such refrigerants removed by the Proposer's qualified technicians prior to mechanical loading. White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
- 3.12.2 The removal, transportation, and disposal of white goods includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all local, state, and federal regulatory agencies.
- 3.12.3 There are no disposal fees for residential white goods.

3.13 Used Electronics

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible used electronics from the ROW to the City-approved final disposal site. Eligible used electronics includes (but is not limited to) disaster-damaged televisions, computers, computer monitors, and microwaves in areas identified and approved by the City. Proposer shall recycle or dispose of all eligible used electronics in accordance with all local, state, and federal regulations.

3.14 Household Hazardous Waste Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal, transportation, and disposal of HHW.

- 3.14.1 The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulations.
- 3.14.2 The collection methods shall include collection vehicles supplied by the Proposer, which shall be capable of transporting HHW materials from the curb to the approved final disposal sites. All hazardous waste collection personnel shall wear Level D PPE and carry a means of communication (for example, cell phone or radio) for safety and operational purpose. Proposer personnel shall observe all applicable safety requirements for the handling of HHW in accordance with applicable regulations. All HHW shall be examined prior to collection to ensure it is free of other more serious contaminants, including polychlorinated biphenyls ("PCB"). Such serious and non-qualifying non-HHW waste shall be noted and scheduled for separate recovery by the City or Proposer as directed by the City. Debris identified as HHW shall be collected and placed in poly bags for temporary storage during transport to the approved final disposal site.
- 3.14.3 Removal of HHW from DMS to approved final disposal site.

3.15 Abandoned Vessel and Vehicle Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs,

toll costs, and other associated costs necessary for the removal and haul-out of eligible vessels and vehicles in areas identified and approved by the City. The removed eligible vehicles will be hauled to a City-approved staging area and subsequently disposed of by the appropriate regulatory agency.

3.15.1 The removal, transportation, and disposal required for abandoned vessel and vehicle removal includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulations.

3.16 Animal Carcass Removal and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, toll costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses in areas identified and approved by the City to an approved final disposal site.

- 3.16.1 The Proposer will coordinate activities with the appropriate local animal control agency.
- 3.16.2 The removal, transportation, and disposal of animal carcasses includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulations.

3.17 Other Debris Removal Work

Neither the Proposer nor any Sub-Contractor shall solicit work from private citizens or others to be performed in the designated work areas during the term of this Agreement. City reserves the right to require Proposer to dismiss or remove from the project any workers as the City deems necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed (additional information in Section 3.26 Documentation and Measurement).

3.18 Use of Local Resources

Proposer will be able to use their own Sub-Contractor resources to meet the obligations of the contract. FEMA encourages using local resources. The City will establish the extent to which Proposer must use local resources. It is expected that the awarded Proposer will encourage at least thirty (30) percent of Sub-Contractors are resources located within the disaster area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers at the City's discretion. Proposer will provide a list of Sub-Contractors with proposal submission.

3.19 <u>Working Hours</u>

Working hours of this contract shall only be during daylight hours, Monday through Sunday, or as otherwise directed by the City. No work outside these hours shall be allowed unless approved in advance by the City.

3.19.1 Proposer shall conduct debris removal operations that generate noise levels above that normally associated with routine traffic flow during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Proposer. Unless otherwise directed, the Proposer must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four-(24)-hour, seven-(7)-day-a-week basis.

3.20 <u>Debris Site Tower Specifications</u>

Proposer shall provide as many towers as designated by the City at each disposal site for the use of City representatives during their inspection of dumping operations.

- 3.20.1 If ingress and egress of the DMS(s) is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, Proposer may be required to provide a second tower.
- 3.20.2 The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. The platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Proposer for the construction of towers is an overhead expense considered part of the Proposer's compensation under the terms and conditions of Section 5 Proposer Compensation.
- 3.20.3 Proposer shall provide a minimum of one (1) portable toilet at each dump site for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and will be kept in a sanitary condition by the Proposer throughout dumping operations. The expense incurred by the Proposer for the operation of portable toilets is an overhead expense considered part of the Proposer's compensation under the terms and conditions of Section 5 Proposer Compensation.
- 3.20.4 Care shall be taken to place tower at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City due to unsuitable conditions at the tower.

3.21 <u>Equipment</u>

- 3.21.1 All trucks and other equipment must comply with all applicable local, state, and federal regulations. Any truck used to haul debris must be capable of rapidly unloading without the assistance of other equipment and must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- 3.21.2 Sideboards or other extensions to the bed are allowable provided they meet all applicable regulations, cover the front and both sides, and are constructed to withstand severe operating conditions. The sideboards are to be constructed of two (2)-inch by six (6)-inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. To ensure compliance, equipment will be inspected by the City or authorized representative prior to its use by Proposer.
- 3.21.3 Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. Proposer shall not solicit work from private citizens or others to be performed in the designated area during the period of this contract. Under no circumstances will Proposer mix debris hauled for others with debris hauled under this contract.

- 3.21.4 Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place to prevent it from falling off. Measures must be taken to prevent debris from blowing out of the hauling vehicle during transport to an approved DMS or an approved final disposal site.
- 3.21.5 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the City.
- 3.21.6 Hand-loaded vehicles are prohibited unless pre-authorized in writing by the City following the event. All hand-loaded vehicles will receive an automatic fifty (50) percent deduction for lack of compaction.
- 3.21.7 Proposer shall supply a list of all equipment owned by the proposer with their proposal submittal.

3.22 Traffic Control

- 3.22.1 Proposer shall mitigate the effects of their operations on local traffic to the fullest extent practical. The Proposer is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites.
- 3.22.2 Proposer shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all Proposer work areas to ensure the safety of vehicular and pedestrian traffic.
- 3.22.3 Proposer shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions to protect the designated area and the safety of the public.
- 3.22.4 All work shall comply with all applicable local, state, and federal regulations governing personnel, equipment, and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by Proposer. No further work shall take place until the deficiency is corrected. Neither the City nor the City's authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected.
- 3.22.5 Highways, streets, or parts of the designated area closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided by the Proposer to properly control and direct traffic.
- 3.22.6 All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall meet the minimum requirements established in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received. Traffic control will conform to the State's most current roadway and traffic design standards and the Federal Highway Administration's ("FHWA") Manual on Uniform Traffic Control Devices ("MUTCD") for Streets and Highways. The foregoing requirements are to be considered as minimum and the Proposer's compliance shall in no way relieve the Proposer of final responsibility for providing adequate traffic control

devices for the protection of the public and Proposer's employees throughout the designated area.

3.23 <u>Damage to Public or Private Property</u>

- 3.23.1 All items damaged as a result of Proposer or Sub-Contractor operations (for example, sidewalks, seating, curbs, pipes, drains, water mains, pavement, mail boxes, and turf) shall be repaired or replaced by the Proposer, at their expense, in a manner prescribed by and at the sole satisfaction of the City. Proposer will be responsible for any invoices submitted to the City (such as by utility companies or landowners) that are determined to be the result of damage done by the Proposer. The City reserves the right to pay any such invoices and deduct the cost from the Proposer's invoice. Repairs or receipt of repairs shall be completed and submitted to the City prior to submission of the Proposer's invoice for work accomplished. If the Proposer fails to repair any damaged property, the City may have the work performed and charge the Proposer.
- 3.23.2 The Proposer shall restore all disturbed areas to their original condition, including regrading, use of rye grass and permanent grass, and any other means necessary.
- 3.23.3 Proposer's failure to restore damage to public or private property to the satisfaction of the City will result in the City withholding retainage money in an amount sufficient to make necessary repairs.

3.24 Existing Utilities

- 3.24.1 Some trees and debris that are to be removed under this Agreement may be blocked or entangled with overhead and underground power, telephone, and television lines. In this case, it shall be Proposer's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The Proposer shall pay all such costs to the utility company for any adjustments.
- 3.24.2 The Proposer shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the Proposer.

3.25 Environmental Protection

- 3.25.1 All chemicals of whatever nature used during project construction or furnished for project operations must be state and federally certified. Their use and disposal of all residues shall strictly comply with instructions.
- 3.25.2 Proposer shall, at their own expense, ensure that noise and dust pollution is minimized to comply with all local, state, and federal regulations and the approval of the City. Proposer shall comply in a timely manner with all directions of the City regarding the use of a water truck or other approved dust abatement measures.
- 3.25.3 Proposer shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

3.26 Documentation and Measurement

- 3.26.1 Prior to beginning any work, the City or its authorized representative shall clearly number each truck or piece of equipment hauling or loading debris with a placard. All vehicles must be certified by the City or its authorized representative prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be recertified by a City authorized representative each time it returns to work from other contracts or communities.
- 3.26.2 Proposer is responsible for ensuring that all Sub-Contractors maintain valid driver's licenses and equipment legally fit for travel on the road.
- 3.26.3 Proposer shall designate one project manager. The project manager shall provide the City with a telephone number at which the project manager can be reached throughout the project.
- 3.26.4 It is the City's preference to use an electronic system for load tickets. An Automated Debris Management System ("ADMS") or paper load tickets will be provided by the City or its authorized representative for recording volumes of debris removal. If an ADMS is used a copy of the electronic ticket will be printed for the vehicle operator at the dump site. If paper tickets are to be used each load ticket shall consist of one (1) original and four (4) carbon-copy duplicates and will be distributed as follows:
 - a. Load tickets will be issued by a City-authorized representative at the loading site. City will keep one (1) copy of the ticket and give four (4) copies to the vehicle operator. Upon arrival at the dump site, the vehicle operator will give the four (4) copies to the City-authorized representative at the dump site. Trucks with less than full capacities will be adjusted down by visual inspection; the City-authorized representative present at the dump site will make this determination. The City-authorized representative will validate, enter the estimated debris quantity, and sign the load tickets. City will keep the original copy and the three (3) remaining duplicate copies will be returned to the vehicle operator for the Proposer's records.
- 3.26.5 Proposer shall give written notice of the location for work scheduled twenty-four (24) hours in advance to the City.

3.27 Ownership of Debris

All debris residing in the City ROW and City-provided DMS(s) as a result of the disaster shall be the property of the City until final disposal at a properly permitted disposal site. Proposer shall be responsible for removing debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the ROW as the result of road clearing, City will direct residents to place debris in segregated piles along the ROW, separated according to the waste category. There may be a need to perform some curbside separation of the different waste materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the City. Any items requiring disposal at special sites shall be required to be monitored for the collection, complete haul, and delivery at the approved special site with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

- 3.27.1 All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the City. Collection of municipal solid waste ("MSW") is outside the scope of this contract. All debris outside the scope of the contract handled by the Proposer shall become the property of the Proposer upon collection.
- 3.27.2 It is recognized that C&D debris might contain small amounts of asbestos, lead-based paints, treated wood, or similar materials. TCEQ may issue orders for the classification and disposition of all disaster debris. Based on the mandates of TCEQ and other applicable state and federal reimbursement agencies, the character and disposal of waste streams will be determined. The Proposer and City will establish a final disposal plan based on these mandates.

3.28 City Responsibilities

City responsibilities will vary depending on City needs and resources. The City, at a minimum, will be responsible for the following:

- a. Coordinating collection activities with the Proposer
- b. Completing the City service request form
- c. Identifying suitable DMS activities
- d. Promoting debris management activities
- e. Providing educational materials
- f. Submitting post-collection DMS(s) data reports to TCEQ
- g. Recruiting and coordinating volunteers
- h. Coordinating with local police, fire, emergency medical services ("EMS"), and other appropriate agencies
- i. Providing emergency contact information
- j. Executing the contract with selected Proposer(s)
- k. Issuing a written Notice to Proceed at the appropriate time

4. Proposals containing false or misleading statements may be rejected if the City regards the

- information as intentionally misleading regarding a requirement of the RFP. 5. During the evaluation process, City may require a Proposer representative to answer questions
- regarding the proposal. Proposer's failure to demonstrate that the claims made in the proposal are true may be sufficient cause for deeming a proposal non-responsive.

34

EVALUATION AND SELECTION PROCESS 4

1. City will evaluate proposals using the following criteria:

a. Proposal Requirements and Completeness of Proposal 5 points

- b. References, Experience, Reputation, and Compliance
 - Experience and reputation in managing debris removal and disposal projects within state and federal regulations and guidelines
 - Personnel experience and training
 - Financial stability

c. Debris Management Services

- Degree of City liability in proposed debris management methods
- Breadth of service and number of contracts the Proposer can successfully manage simultaneously
- Debris management methods and commitment to City debris management preferences
- Availability of preferred disposal methods (for example, types of materials planned for reuse and recycling)
- Ability to ensure debris is collected, sorted, transported safely, and reduced appropriately
- Ability to serve a wide range of project types (for example, permanent facility, one-day event, and mobile collection unit) and community types (for example, rural, urban, and suburban)

d. Responsiveness of Proposal

- Demonstrated understanding of City and City needs
- Demonstrated understanding of requirements of the RFP and contract
- Quality of proposal and impressions of response as it relates to project
- Additional services, ideas, or products that will benefit City

e. Price

- Reasonableness of Cost •
- 2. An evaluation team will review all proposals received to determine the extent to which they comply with the requirements herein. The evaluation team may include representatives from local governments, City, or others with relevant expertise.
- 3. If a proposal fails to meet a material RFP requirement, the proposal may be rejected. A deviation is material to the extent that the proposal is not in substantial accord with the solicitation. Material deviations cannot be waived. Immaterial deviations may cause a bid to be rejected.

20 points

20 points

30 points

25 points

5 CONTRACTOR COMPENSATION

Schedule 1 Hourly Labor, Equipment, and Material Price Schedule

(Scope of Service Item 1)

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
Air Curtain Burner, Self-Contained System	Tiours		TOLAI
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			

	Estimated	Hourly	
Equipment Type With Operator	Hours	Labor Rate	Total
Skid-Steer Loader, 1,500 LB Operating Capacity			
(w/ utility grapple)			
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)			
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)			
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)			
Tub Grinder, 800 to 1,000 HP			
Hydraulic Excavator, 1.5 CY (w/ thumb)			
Hydraulic Excavator, 2.5 CY (w/ thumb)			
Truck, Flatbed			
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 FT Lift			
Water Truck, 2500 Gal (Non-Potable, Dust Control and Pavement Maintenance)			
Wheel Loader, 3 CY, 152 HP			
Wheel Loader, 4.0 CY, 200 HP			
Wheel Loader-Backhoe, 1.5 CY, 95 HP			
Other – Please List			

Labor Category	Estimated Hours	Hourly Labor Rate	Hourly Labor Rate
Operations Manager w/Cell Phone and .5 Ton Pickup			
Crew Foreman w/Cell Phone and 1 Ton Equipment Truck w/Small Tools and Misc. Supplies in Support of Crew			
Tree Climber/Chainsaw and Gear			
Laborer w/Chain Saw			
Laborer w/Small Tools, Traffic Control, or Flag person			
Bonded and Certified Security Personnel			
Other – Please List			

Estimated Hours	Hourly Labor Rate	Total

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 to 16. If a Proposer elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the City.

1	ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to City-approved DMS or City- approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	0 to 15.99 miles	75,000			
	16 to 30.99 miles	120,000			
	31 to 60.99 miles	50,000			
	Greater than 61 miles	5,000			
2	ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to City-approved DMS or City-approved final disposal site as approved by City.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	0 to 15.99 miles	25,000			
	16 to 30.99 miles	35,000			
	31 to 60.99 miles	15,000			
	Greater than 61 miles	1,000			

3	Demolition, Removal, Transport and Disposal of Non- RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to City-approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	0 to 15.99 miles	500			
	16 to 30.99 miles	500			
	31 to 60.99 miles	200			
	Greater than 61 miles	100			
4	Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to a City-approved final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	0 to 15.99 miles	500			
	0 to 15.99 miles 16 to 30.99 miles	500 500			

5	DMS Management and Operations Work consists of managing and operating DMS for acceptance of eligible vegetative disaster-related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
		200,000			
6	DMS Management and Reduction by Grinding Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
		175,000			
7	DMS Management and Reduction by Air Curtain Incineration Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
		25,000			
8	Haul-Out of Reduced Debris to City-Approved Final Disposal Site Work consists of loading and transporting reduced eligible disaster-related debris at City-approved DMS to City-designated final disposal site.	Estimated Quantity	\$ Per Cubic Yard	Total	\$ Per Ton (Alternate)
	0 to 15.99 miles	10,000			
	16 to 30.99 miles	15,000			
	31 to 60.99 miles	25,000			
	Greater than 61 miles	20,000			
9	Removal of Hazardous Trees and Limbs			Total	

Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.	Estimated Quantity	\$ Per Tree					
6-inch to 12.99-inch diameter	1,500						
13-inch to 24.99-inch diameter	1,000						
25-inch to 36.99-inch diameter	750						
37-inch to 48.99-inch diameter	300						
49-inch and larger diameter	100						
Hanger Removal (per Tree)	3,000						
	SCHEDULE 2 - UNIT RATE PRICE SCHEDULE CONTINUED						
-----------------------	---	-----------------------	-----------------	-------	--	--	--
r r 2	10 Removal of Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to an City approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. Stumps under 24" in diameter shall be paid at the Proposer's contracted rate for vegetative debris removal using the FEMA stump conversion table.		\$ Per Stump	Total			
	24.0-inch to 36.99-inch diameter	500					
	37-inch to 48.99-inch diameter	250					
	49-inch and larger diameter	50					
V a r v r	ROW White Goods Debris Removal Work consists of the removal of eligible white goods from the ROW to City- approved DMS site or City-approved facility for recycling. Proposer shall be responsible for recovering/disposing refrigerants as required by law, as well as unit decontamination in a contained area. Proposer shall also be responsible for the transportation of eligible white goods from the City- approved DMS to City-approved facility for recycling.	Estimated Quantity	\$ Per Unit	Total			
	Refrigerators and freezers requiring refrigerant recovery and decontamination	250					
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	500					
V te	Used Electronics Removal Work consists of the recovery and disposal of disaster-damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the City.	Estimated Quantity	\$ Per Unit	Total			
		250					

13	Household Hazardous Waste Removal, Transport, and Disposal Work consists of the collection, transportation, and disposal of HHW from the ROW to an City-approved permitted hazardous waste facility or MSW Type I landfill.	Estimated Quantity	\$ Per Pound	Total
		10,000		
14	Abandoned Vehicle Removal Work consists of the removal and transport of eligible abandoned vehicles.	Estimated Quantity	\$ Per Unit	Total
	Passenger Car	50		
	Single Axle	25		
	Double Axle	25		
15	Abandoned Vessel Removal Work consists of the removal and transport of eligible abandoned vessels.	Estimated Quantity	\$ Per Unit	Total
	Vessels less than 20 linear feet	75		
	Vessels 21 linear feet and greater	50		
16	Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
		50		
	Total	\$		· · · · · · · · · · · · · · · · · · ·

Appendix Q CONTRACTS

Dept: * Purchasing		Contract ID:	18084 R3	
For: Solid Waste and Recyclin	ng	Bid Number:	19060	
Contact Venona R. McGee Name:	Contact 8 Phone: *	266	Contact Email: *	vmcgee@gptx.org
Vendor Ceres Environmental Se Name:	ervices, Inc.	Vendor Email:	vmcgee@gptx.org	
Project Name: Disaster &	Debris Hauling			
Summary Renewal 3	of 4			
Permanent Retention *				
⊖ Yes	No			
Contract Amount	Total Contract Ar	nount over	all terms	
\$ 20,000,000.00	\$ 100,000,000.00			
Account #	Work Order #			
Implementation Date	Termination Date		Council App	proval Date
6/1/2022	5/31/2023		6/4/2019	
Contract Approvals				
Department Manager:				
Cathy Patrick		Date	5/18/2022	
City Attorney Signature				
dean roggia		Date	5/27/2022	
City Manager Signature				
City Manager Signature Cheryf Y. De Lean		Date	5/27/2022	
		Date	5/27/2022	

CITY OF GRAND PRAIRIE AMENDMENT TO PRICE AGREEMENT

THIS AMENDMENT is made and entered into this date by and between the CITY OF GRAND PRAIRIE, a Texas municipal corporation (hereinafter referred to as the "CITY"), and CERES ENVIRONMENTAL SERVICES, INC. (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide disaster debris hauling, per bid award resulting from vendor's response to RFB #19060, submitted by Dawn Brown on May 19, 2019; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$100,000,000.00 if all extensions were exercised. The Agreement was effective as of June 14, 2019, and was to terminate at midnight on May 31, 2020, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in paragraph XVI of the original Agreement; and

WHEREAS, the first of four available renewal options was executed on April 15, 2020 and extended the term of the contract through May 31, 2021, and the second of four available renewal options was executed on April 12, 2021 and extended the term of the contract through May 31, 2022; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

- 1. The parties mutually agree to execute the third of the four available renewal options and extend the contract expiration to midnight on May 31, 2023 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
- 2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$20,000,000.00, to reflect the contract renewal; and
- 3. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice.

For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and

4. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All of the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

5. <u>NOTICES</u>

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY: City of Grand Prairie ATTN: Venona McGee, Sr. Buyer | Purchasing Division 300 W. Main Street, Grand Prairie, TX 75050 PO Box 534045, Grand Prairie, TX 75053-4045 Phone 972-237-8266 | Email purchasingfax@gptx.org Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie ATTN: Patricia Fedfearn, Landfill Manager 1102 MacArthur, Grand Prairie, TX 75050 PO Box 534045, Grand Prairie, TX 75053-4045 Phone 972-237-8148l Email predfearn@gptx.org

VENDOR: Ceres Environmental Services, Inc. ATTN: Dawn Brown, Assistant Corporate Secretary 9945 Windfern, Houston, TX, 77064 Phone 800-218-4424 | Email dawn.brown@ceresenv.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

6. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

EXECUTED this the	day of	5/27/2022	. 20

CITY OF GRAND PRAIRIE, TEXAS

Bv

Deputy City Manager

CERES ENVIRONMENTAL SERVICES, INC.

By:

Name: Tia Laurie

ATTEST:

Mona Lisa Galicia, City Secretary

Printed

Title: Corporate Secretary

APPROVED AS TO FORM: Assistant City Attorney Megan Mahan, City Attorney

Ą	CORD [®] (ERTIFICATE OF LIA	BILITY INS	URANC	E	DATE (MM/DD/YYYY)
C B	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMA ELOW. THIS CERTIFICATE OF IN	MATTER OF INFORMATION ONL TIVELY OR NEGATIVELY AMEND, ISURANCE DOES NOT CONSTITU	Y AND CONFERS N EXTEND OR ALT	NO RIGHTS	UPON THE CERTIFIC/ VERAGE AFFORDED	BY THE POLICIES
	EPRESENTATIVE OR PRODUCER, APORTANT: If the certificate holde SUBROGATION IS WAIVED, subje	r is an ADDITIONAL INSURED, the ct to the terms and conditions of the	he policy, certain p	olicies may	NAL INSURED provision require an endorseme	ons or be endorsed. nt. A statement on
	is certificate does not confer rights	to the certificate holder in ileu of s	1 6013 1 67		···· ·=·======= · · · · · · · · · · · ·	
CS	DZ, LLC		NAME: Sarah Edv PHONE (A/C, No. Ext): 612-34 E-MAIL		FAX (A/C, No	
	5 South Sixth Street, Suite 1900 - neapolis MN 55402		E-MAIL ADDRESS: sedwards	s@csdz.com		<i></i>
			1			NAIC #
			INSURER A : Zurich A	merican Insu	rance Company	16535
	ikeb res Environmental Services, Inc.	CERENVPO	INBUHERB: AABRICITE			10030
38	25 85th Ave North		INSURER C : Indian H	arbor Insurar	ice Company	36940
Bro	ooklyn Park, MN 55443		INSURER E :			
			INSURER F :			
<u></u>		RTIFICATE NUMBER: 704694247			REVISION NUMBER:	
	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY H ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUC	REQUIREMENT, TERM OR CONDITION (PERTAIN, THE INSURANCE AFFORD	OF ANY CONTRACT IED BY THE POLICIE	OR OTHER	DOCUMENT WITH RESP D HEREIN IS SUBJECT	ECT TO WHICH THIS
INSR LTR		ADDL SUBR	POLICY EFF (MM/DD/YYYY)		•	NTS
A	X COMMERCIAL GENERAL LIABILITY	INSD WVD POLICY NUMBER GLO183855302	9/1/2021	9/1/2022	EACH OCCURRENCE	\$ 2.000,000
]	CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300.000
	X xcu				MED EXP (Any one person)	\$ 10.000
	X Contribab				PERSONAL & ADV INJURY	\$2.000.000
	GEN'L AGGREGATE LIMIT APPLIES PER. POLICY X PRO JECT LOC				GENERAL AGGREGATE PRODUCTS COMP OP AGO	\$ 4.000.000
	POLICY X PRO- JECT LOC				PHODUCIS COMPONENT	\$
A		BAP184004602	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Par person)	\$ 2.000.000
	OWNED SCHEDULEC AUTOS ONLY AUTOS HIRED NON OWNED AUTOS ONLY AUTOS ONLY				BODILY INJURY (Per accider PROPERTY DAMAGE (Per accident)	s
ł				. <u> </u>	Hired Auto Phy Damage	\$ 50.000
в	X UMBRELLA LIAB X OCCUR	G46808848005	9/1/2021	9/1/2022	EACH OCCURRENCE	\$ 10,000,000
		DE			AGGREGATE	\$ 10 000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC18355402	9/1/2021	9/1/2022	X PER OTH	• ·····
	ANYPROPRIETOR PARTNER EXECUTIVE				E.L. EACH ACCIDENT	\$ 1.000,000
	(Mandatory In NH) If yes, describe under				EL. DISEASE EA EMPLOY	
	DESCRIPTION OF OPERATIONS below cisti Fitri- Completed Value	CPP250784003	9/1/2021	9/1/2022	Special Form	\$2 000 000
C	Prof Lrab / Claims Made Contractors Politition	PEC005744401	9/1/2021	9/1/2022	Per Occ/Agg Lemits Retro date 8/18/14	\$10,000,000 \$10,000,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEH	CLES (ACORD 101 Additional Remarks Schedu	le, may be attached if mor	e enace la requir	adi	
	P 19060 / Debris Disaster Hauling & M				,	
Ade bas	ditional Insured only if required by writt is and the Insurance of the Additional	en contract with respect to General Lia Insured shall be Non-Contributory. Cit	ability, Automobile Lia y of Grand Praine	ability and Urr	nbrella/Excess Liability a	ipplies on a primary
Wa Liai	iver of Subrogation only if required by bility applies in favor of: City of Grand	written contract with respect to Genera Prairie	at Liability, Automobil	e Liability. W	orkers Compensation ar	nd Umbrella/Excess
See	Attached					
CE		······	CANCELLATION			
	City of Grand Prairie 326 W. Main Street Attn: Kimberley Ruiz, Pur	chasing Div.		N DATE THE TH THE POLIC	ESCRIBED POLICIES BE EREOF, NOTICE WILL CY PROVISIONS.	
	Grand Prairie TX 75050	-	Rob ()	ahlin		
			© 19	88-2015 AC	ORD CORPORATION	. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CERENVPC

LOC #:

Ceres Environmental Services, Inc. 3825 85th Ave North Brooklyn Park, MN 55443



ADDITIONAL REMARKS SCHEDULE

NAIC CODE

Page 1 of 1

AGENCY	
CSDZ.	LLC

POLICY NUMBER

CARRIER

NAMED INSURED

ADDITIONAL REMARKS

EFFECTIVE DATE:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE 25 FORM NUMBER:

The following supersedes the cancellation wording: Should any of the above described policies be cancelled before the expiration date. 30 Days written notice (10 Days for Non-Payment) will be delivered to the certificate holder

Dept: * Purchasing		Contract ID:	18071 R3		
For: Solid Waste and Recycling	g	Bid Number:	19060		
Contact Venona R. McGee Name:	Contact 8 Phone:*	266		Contact Email: *	vmcgee@gptx.org
Vendor D&J Enterprises, Inc. Name:		Vendor Email:	vmcgee@	gptx.org	
Project Name: Disaster Deb	oris Hauling				
Summary Renewal 3 of	f 4				
Permanent Retention*					
O Yes	No				
Contract Amount	Total Contract An	nount over	all terms		
\$ 20,000,000.00	\$ 100,000,000.00				
Account #	Work Order #				
Implementation Date	Termination Date		Co	uncil Approv	val Date
6/1/2022	5/31/2023		6/4	/2019	
Contract Approvals					
Department Manager:					
Cathy Patrick		Date	5/18/2022		
City Attorney Signature					
dean		Date	5/27/2022		
City Manager Signature					
Chenyl Y. De Leon		Date	5/27/2022		
City Secretary Signature					

CITY OF GRAND PRAIRIE AMENDMENT TO PRICE AGREEMENT

THIS AMENDMENT is made and entered into this date by and between the CITY OF GRAND **PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the "CITY"), and **D&J ENTERPRISES, INC.** (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide disaster debris hauling, per bid award resulting from vendor's response to RFB #19060, submitted by Jason Sanders on May 20, 2019; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$100,000,000.00 if all extensions were exercised. The Agreement was effective as of June 14, 2019, and was to terminate at midnight on May 31, 2020, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in paragraph XVI of the original Agreement; and

WHEREAS, the first of four available renewal options was executed on April 15, 2020 and extended the term of the contract through May 31, 2021, and the second of four available renewal options was executed on April 13, 2021 and extended the term of the contract through May 31, 2022; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

- 1. The parties mutually agree to execute the third of the four available renewal options and extend the contract expiration to midnight on May 31, 2023 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
- 2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$20,000,000.00, to reflect the contract renewal; and
- 3. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a

reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and

4. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All of the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

5. <u>NOTICES</u>

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CITY:

City of Grand Prairie ATTN: Venona McGee, Sr. Buyer | Purchasing Division 300 W. Main Street, Grand Prairie, TX 75050 PO Box 534045, Grand Prairie, TX 75053-4045 Phone 972-237-8266 | Email purchasingfax@gptx.org Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie ATTN: Patricia Fedfearn, Landfill Manager 1102 MacArthur, Grand Prairie, TX 75050 PO Box 534045, Grand Prairie, TX 75053-4045 Phone 972-237-8148| Email predfearn@gptx.org

VENDOR: D&J Enterprises, Inc. ATTN: Jason Sanders, VP of Operations 3495 Lee Rd. 10, Auburn, AL, 36832 Phone 334-821-1249 Email jason@djenterprises.net

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

6. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

EXECUTED this the day of 5/27/2022, 20.

CITY OF GRAND PRAIRIE, TEXAS By: (huf Jen

Deputy City Manager

ATTEST:

Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

, Assistant City Attorney

Megan Mahan, City Attorney

D&J ENTERPRISES, INC.

ason Sanders Bv:

Printed Name: Jason Sanders

Title: VP of Operations





WRICHARD

DATE	(MM/DD/YYYY)	
5/	17/2022	

D&JENTE-02

CERTIFICATE OF LIABILITY INSURANCE THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED BELOW. REPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT PRODUCER Fisher Brown Bottrell Insurance, Inc. PHONE (A/C, No, Ext): (601) 960-8200 FAX (A/C, No): (601) 208-7484 P. O. Box 1490 E-MAIL ADDRESS: wrichard@fbbins.com Jackson, MS 39215 **INSURER(S) AFFORDING COVERAGE** NAIC # INSURER A : Zurich American Insurance Company 16535 INSURER B: Travelers Property Casualty Company of America 25674 INSURED INSURER C : Colony Specialty Ins Company 36927 D & J Enterprises, Inc. 3495 Lee Road 10 INSURER D : Auburn, AL 36832 INSURER E : **INSURER F** : COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS 1.000.000 Α X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 300,000 CLAIMS-MADE X OCCUR X GLO375760012 2/1/2023 2/1/2022 х \$ 10.000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2.000.000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POLICY X PRO-2,000,000 LOC PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) 2,000,000 Α AUTOMOBILE LIABILITY \$ X BAP375759912 х ANY AUTO 2/1/2022 2/1/2023 х BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY \$ 5,000,000 в X UMBRELLA LIAB X OCCUR EACH OCCURRENCE CUP8S56638122NF 2/1/2022 2/1/2023 500.000 х EXCESS LIAB CLAIMS-MADE x AGGREGATE 10,000 Prod/ComOps Agg 5,000,000 DED X RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY А X PER STATUTE OTH-WC3757598012 2/1/2022 2/1/2023 1.000.000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) х E.L. EACH ACCIDENT N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT IM2565840 2/1/2022 2/1/2023 750,000 С Equipment Floater Per Item Limit DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) For Reference Only: Provide Disaster Debris Hauling on an as needed basis - RFB #19060 General Liability contains blanket additional insured wording on a primary and non-contributory basis including products-completed operations and a blanket waiver of subrogation when required by written contract. Auto Liability policy contains blanket additional insured wording on a primary and non-contributory basis and a blanket waiver of subrogation when required by written contract. Workers' Compensation policy includes a blanket waiver of subrogation when required by written contract. Umbrella coverage is written on a Follow-Form basis. All coverages are subject to policy terms, conditions and exclusions. Endorsements apply only as required by written contract and applicable only as respects policy forms which are available upon request. As respects property coverage, at the time of loss, insured value will be the lesser of the ACV, market value or replacement with like kind or quality.

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE Juny Viazer 91-

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Dept: [*] Purchasing		Contract ID:	18077 R3	
For: Solid Waste and Recycli	ing	Bid Number:	19060	
Contact Venona R. McGee Name:	Contact Phone: *	8266	Contact Email: [*]	vmcgee@gptx.org
Vendor DebrisTech, LLC Name:		Vendor Email:	vmcgee@gptx.org	
Project Name: Disaster De	ebris Monitoring			
Summary 3 of 4 Rene	ewals			
Permanent Retention *				
O Yes	No			
Contract Amount	Total Contract A		all terms	
\$ 20,000,000.00	\$ 100,000,000.00)		
Account #	Work Order #			
Implementation Date	Termination Date	e	Council Approv	al Date
6/1/2022	5/31/2023		6/4/2019	
Contract Approvals				
Department Manager:				
Cathy Patrick		Date	5/18/2022	
City Attorney Signature				
City Attorney Signature dean roggia		Date	5/31/2022	
dean roggia		Date	5/31/2022	
dean roggia		Date Date	5/31/2022 6/1/2022	
<i>dean roggia</i> City Manager Signature Cheryf, Y. De Lean				
City Manager Signature				

CITY OF GRAND PRAIRIE AMENDMENT TO PRICE AGREEMENT

THIS AMENDMENT is made and entered into this date by and between the CITY OF GRAND PRAIRIE, a Texas municipal corporation (hereinafter referred to as the "CITY"), and DEBRISTECH, LLC (hereinafter referred to as "VENDOR").

WHEREAS, the CITY and VENDOR have entered into a price agreement to provide disaster debris monitoring on an as needed basis per bid award resulting from vendor's response to RFB #19060, submitted by Brooks Wallace on May 18, 2019; and

WHEREAS, the above referenced agreement was for an initial term of one year with the option to renew for four additional one year periods, totaling \$100,000,000.00 if all extensions were exercised. The Agreement was effective as of June 14, 2019, and was to terminate at midnight on May 31, 2020, unless the parties mutually agree in writing to extend the term of the Agreement through an allowable renewal option, or unless otherwise terminated as provided in paragraph XVI of the original Agreement; and

WHEREAS, the first of four available renewal options was executed on April 8, 2020 and extended the term of the contract through May 31, 2021, and the second of four available renewal options was executed on April 12, 2021 and extended the term of the contract through May 31, 2022; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

- 1. The parties mutually agree to execute the third of the four available renewal options and extend the contract expiration to midnight on May 31, 2023 at which time all of the work called for under this Contract must be completed unless the parties mutually agree in writing to extend the term of the Contract through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in paragraph XVI of the original contract; and
- 2. The estimated annual amount to be paid to VENDOR under such contract shall remain the sum of \$20,000,000.00, to reflect the contract renewal; and
- 3. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of such policies, within three (3) business days of its receipt of such a notice.

For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract; and

4. This shall constitute an authorization for extension of the Agreement as set out in the agreement between the parties, and an amendment to such Agreement. All of the terms and conditions of the original Agreement shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

5. <u>NOTICES</u>

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY: City of Grand Prairie ATTN: Venona McGee, Sr. Buyer | Purchasing Division 300 W. Main Street, Grand Prairie, TX 75050 PO Box 534045, Grand Prairie, TX 75053-4045 Phone 972-237-8266 | Email purchasingfax@gptx.org Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie ATTN: Patricia Fedfearn, Landfill Manager 1102 MacArthur, Grand Prairie, TX 75050 PO Box 534045, Grand Prairie, TX 75053-4045 Phone 972-237-8148 Email predfearn@gptx.org

VENDOR: DebrisTech, LLC ATTN: Brooks Wallace, Owner 925 Goodyear Blvd., Picayune, MS, 39466 Phone 601-916-3113l Email brooks@debristech.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

6. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel" as that term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

EXECUTED this theday of	<u>6/1/2022</u> <u>20</u> .
CITY OF GRAND PRAIRIE, TEXAS By:	DEBRISTECH, LLC By: <u>R</u> Printed Name: <u>Brooks</u> Wullace
ATTEST: Mona Lisa Galicia, City Secretary	Title: Prer: slart

APPROVED AS TO FORM: , Assistant City Attorney Megan Makan. City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

		—	11/4/2021			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the		•				
If SUBROGATION IS WAIVED, subject to the terms and conditions of t		require an endorsement	t. A statement on			
this certificate does not confer rights to the certificate holder in lieu of s						
PRODUCER BXS Insurance	CONTACT NAME: Daphne Coleman PHONE COA 554 7001					
16 Thompson Park	(A/C, No, Ext): 001-554-7321	(A/C, No):	877-288-0152			
Hattiesburg MS 39401	ADDRESS: daphne.coleman@bxs	si.com				
0	INSURER(S) AFFOI	RDING COVERAGE	NAIC #			
	INSURER A : Navigators Insurance	Company	42307			
INSURED DEBRINC-0	, v	· ·	19046			
DebrisTech, LLC	INSURER C : Accident Fund Ins Co		10166			
925 Goodyear Blvd	INSURER D : Continental Casualty		20443			
Picayune MS 39466						
	INSURER E : National Union Fire In	is Co Pillsburgh PA	19445			
	INSURER F :					
COVERAGES CERTIFICATE NUMBER: 316938464		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVI INSR ADD. SUBR	I OF ANY CONTRACT OR OTHER I DED BY THE POLICIES DESCRIBE	DOCUMENT WITH RESPE	CT TO WHICH THIS			
LTR TYPE OF INSURANCE INSD. WVD. POLICY NUMBER	(MM/DD/YYYY) (MM/OD/YYYY)	LIMIT	S			
D X COMMERCIAL GENERAL LIABILITY Y Y B6020088716 CLAIMS-MADE X OCCUR	11/9/2021 11/9/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000.000 s 1,000,000			
,		MED EXP (Any one person)	\$ 10,000			
		PERSONAL & ADV INJURY	s 1,000,000			
		•	s 2,000.000			
GEN'L AGGREGATE LIMIT APPLIES PER:		GENERAL AGGREGATE				
POLICY JECT LOC		PRODUCTS - COMP/OP AGG	\$ 2,000,000			
OTHER:		COMBINED SINGLE LIMIT	<u>\$</u>			
B AUTOMOBILE LIABILITY Y Y BA5R338853	11/9/2021 11/9/2022	(Ealaccident)	s 1,000,000			
X ANY AUTO		BODILY INJURY (Per person)	S			
OWNED SCHEDULED AUTOS ONLY AUTOS		BODILY INJURY (Per accident)	S			
X HIRED X NON-OWNED AUTOS ONLY		PROPERTY DAMAGE (Per accident)	S			
			s			
E UMBRELLA LIAB X OCCUR Y Y EBU035719245	11/9/2021 11/9/2022	EACH OCCURRENCE	s 5.000.000			
X EXCESS LIAB CLAIMS-MADE		AGGREGATE	\$			
			. *			
C WORKERS COMPENSATION Y WCV6199208	11/4/2021 11/4/2022	PER OTH-	<u> </u>			
AND EMPLOYERS' LIABILITY Y/N	10402021 10402022	STATUTE ER				
ANYPROPRIETOR/PARTNER/EXECUTIVE		E.L. EACH ACCIDENT	s 1,000,000			
(Mandatory In NH) 1 J		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
DESCRIPTION OF OPERATIONS below		E.L. DISEASE · POLICY LIMIT				
A Professional Liability CM21DPLZ032UEIV Pollution Liability Included	9/15/2021 9/15/2022	Each Claim Aggregate	S1,000,000 S1,000,000			
Claims Made Policy Form		Deduclible	\$15,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sched	ule, may be attached if more space is requir	ed)				
THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PRO)R			
ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO General Liability:	DO SO IN A WRITTEN CONTRAC	JUAGREEMENT -				
Blanket Additional Insured (Form SB145932F 6-16) coverage provided applying	g on a primary and non-contributor	y basis (Form SB145932F	⁻ 6-16).			
Blanket Waiver of Subrogation (Form SB145932F 6-16)						
Liability assumed in an "Insured Contract" as defined by Form SB147062-E 4-1	4)					
, ,						
See Attached						
CERTIFICATE HOLDER	CANCELLATION					
	SHOULD ANY OF THE ABOVE D					
	THE EXPIRATION DATE THE ACCORDANCE WITH THE POLIC		SE DELIVERED IN			
City of Grand Prairie						
326 W. Main Street	AUTHORIZED REPRESENTATIVE					
Grand Prairie TX 75050						
	Ald and					
	Vul-					
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AGENCY CUSTOMER ID: DEBRINC-01

LOC #: ____

ACORD	

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY BXS Insurance		NAMED INSURED DebrisTech, LLC 925 Goodyear Blvd
POLICY NUMBER		Picayune MS 39466
CARRIER	NAIC CODE	
		EFFECTIVE DATE:
ADDITIONAL REMARKS		

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE 25 FORM NUMBER:

Automobile Liability :

Blanket Additional Insured (Form CAT4200215) coverage provided Blanket Waiver of Subrogation (Form CAT4200215).

Workers Compensation: Blanket Waiver of Subrogation (Form WC000313)

Umbrella:

Blanket Additional Insured (Form G15057 6-05) with coverage provided applying on a primary and non-contributory basis and Waiver of Subrogation. Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation) (Form UM0001 11/01). Professional (Errors & Omissions) Liability - Claims Made Form Project Name/Number: 19060 Debris removal monitoring services

Appendix R DEBRIS MANAGEMENT CHECKLISTS

Normal Operations Checklist				
Task Description	Date Assigned	Assigned To	Date Completed	
Update contact and equipment lists.				
Evaluate DMS locations.				
Review road lists and road maps.				
Establish and maintain pre-positioned contracts.				
Review State and FEMA guidance.				

Pre-Incident Checklist				
Task Description	Date Assigned	Assigned To	Date Completed	
Download most recent road list and relevant documents to a portable storage device.				
Alert key personnel and place monitoring firm and debris removal contractors on stand-by.				
Review Disaster Debris Management Plan with key personnel				
Issue pre-event media press releases.				

Response Checklist				
Task Description	Date Assigned	Assigned To	Date Completed	
Conduct damage assessment.				
Establish a Debris Management Operations Center (DMOC)				
Activate monitoring firm and debris removal contractors.				
Conduct emergency roadway debris clearance.				
Begin truck certification.				
 Prepare DMS based on concentration of debris. Conduct environmental sampling of DMS prior to use. 				
 Photograph and / or video DMS prior to use. 				
Conduct meetings/briefings with key personnel.				
Review debris volume and collection cost assessment.				
Request contact information and meeting with FEMA Public Assistance Program Delivery Manager (PA PDMG).				
Issue post incident public information messages.				

DEBRIS MANAGEMENT CHECKLISTS

Recovery Checklist: 2 Days – 2 Weeks				
Task Description	Date Assigned	Assigned To	Date Completed	
Open DMSs.				
Prioritize roads/areas.				
Issue public information messages regarding segregation of debris.				
Begin ROW debris removal.				
Perform parks damage assessment.				
Begin environmental monitoring of DMSs.				
Coordinate with external agencies.				
Initiate discussions with FEMA.				
Obtain FEMA guidance for gated community and private property debris removal.				

Recovery Checklist: 2 Weeks – 1 Month				
Task Description	Date Assigned	Assigned To	Date Completed	
Maintain and evaluate ROW cleanup.				
Begin ROW stump removal, as necessary.				
Open additional DMSs, as necessary.				
Continue daily meetings with FEMA.				
Begin debris removal from private property and gated communities.				
Communicate project close-out to residents via press release.				

Recovery Checklist: 1 Month – 3 Months					
Task Description Date Assigned Assigned To C					
Maintain and evaluate ROW cleanup – vegetative and C&D.					
Begin ROW leaners and hangers program.					
Initiate haul-out.					
Progress to weekly meetings with FEMA.					

Recovery Checklist: 3 Months – Project Completion				
Task Description	Date Assigned	Assigned To	Date Completed	
Complete all debris recovery activities.				
Identify ineligible debris on ROW.				
Complete the disposal of reduced debris.				
Close out and remediate DMSs.				
Conduct environmental sampling of site.				
Photograph and /or video site.				
Conduct project close-out meetings with FEMA and external agencies.				

Appendix S PRIORITY FACILITIES LIST

Name of Facility	Address	Zone
City Hall	317 W. College	1
Fire / Police Training Center	310 W. College	1
County Health Facility	801 Conover	2
Grand Prairie Police Dept - Southwest Storefront	617 Royal	2
Public Safety Building	1525 Arkansas Lane	3
Street / Fleet Services	1821 South Hwy 161	2
City Land Fill	1102 Macarthur Blvd	1
Fire Station 1	510 W Main St	1
Fire Station 2	3102 Bowles	1
Fire Station 3	1702 Robinson Rd	2
Fire Station 4	1602 Duncan Perry	1
Fire Station 6	602 Stonewall	3
Fire Station 8	3017 Roy Orr Blvd	1
Fire Station 9	315 E Polo Road	4
Fire Station 5	3202 S Great Southwest Pkwy	3
Fire Station 7	5610 Lake Ridge Pkwy	4
Fire Station 8	3017 Roy Orr Blvd.	1
Fire Station 9	315 W. Polo Rd.	4
Fire Station 10	2645 S. Grand Peninsula Dr.	4
Texas General Hospital	2709 Hospital Blvd	2
Small Elevated Storage (Est)	111 Se 14th Street	1
Robinson Est	1702 Robinson Road	2
Traders Est	2810 Safran Dr	3
Cedar Hill Water Supply	Straus Road	4
Cedar Hill Water Sup	Straus Road	4
109th Est	2201 109th Street	1
Bowles Est	End Of Ne 27th Street	1

Appendix S

Name of Facility	Address	Zone
Small Hill Pump Station	600 Small Hill Drive	1
Small Hill Pump Station	600 Small Hill Drive	1
Well 13 Ground Storage Tank (Gst)	202 Nw 13th St	1
Well 16 Gst	601 Ne 28th St	1
Well 20 Gst	1753 Avenue B Blvd	2
Well 26 Gst	5021 Red Oak Dr	4
Well 25 Gst	5206 Mathew Rd	4
Peninsula Est	6720 S Highway 360	4