# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acronyms and Abbreviations</td>
<td>1</td>
</tr>
<tr>
<td>Overview</td>
<td>2</td>
</tr>
<tr>
<td>Purpose</td>
<td>2</td>
</tr>
<tr>
<td>Goal</td>
<td>2</td>
</tr>
<tr>
<td>Audience</td>
<td>2</td>
</tr>
<tr>
<td>Objectives</td>
<td>2</td>
</tr>
<tr>
<td><strong>Objective 1: Debris Management Coordination</strong></td>
<td>3</td>
</tr>
<tr>
<td>Local Government</td>
<td>3</td>
</tr>
<tr>
<td>Mutual Aid</td>
<td>3</td>
</tr>
<tr>
<td>Disaster District Emergency Operations Center Support (DDEOC)</td>
<td>4</td>
</tr>
<tr>
<td>Regional Emergency Operations Center (REOC)</td>
<td>4</td>
</tr>
<tr>
<td>State Operations Center (SOC) Support</td>
<td>4</td>
</tr>
<tr>
<td><strong>Objective 2: Pre-Disaster Debris Management</strong></td>
<td>5</td>
</tr>
<tr>
<td>Planning</td>
<td>5</td>
</tr>
<tr>
<td>Estimating</td>
<td>7</td>
</tr>
<tr>
<td>Conversion Factors</td>
<td>8</td>
</tr>
<tr>
<td>Contract Considerations</td>
<td>8</td>
</tr>
<tr>
<td>Contract Warnings</td>
<td>9</td>
</tr>
<tr>
<td><strong>Objective 3: Debris Management Disaster Response</strong></td>
<td>11</td>
</tr>
<tr>
<td>Priority Roadways and Facilities</td>
<td>11</td>
</tr>
<tr>
<td>Debris Monitoring Duties and Responsibilities</td>
<td>11</td>
</tr>
<tr>
<td>Public Assistance</td>
<td>15</td>
</tr>
<tr>
<td>Debris Monitoring Contracts</td>
<td>15</td>
</tr>
<tr>
<td>Eligible Monitoring Work and Costs</td>
<td>16</td>
</tr>
<tr>
<td>Ineligible Work and Costs</td>
<td>16</td>
</tr>
<tr>
<td><strong>Objective 4: Debris Management Recovery Operations</strong></td>
<td>17</td>
</tr>
<tr>
<td>Damage Assessments</td>
<td>17</td>
</tr>
<tr>
<td>Residents Should:</td>
<td>20</td>
</tr>
<tr>
<td>Residents Should Not:</td>
<td>20</td>
</tr>
<tr>
<td>Debris Removal Methods</td>
<td>21</td>
</tr>
<tr>
<td>Disposing of Animal Carcasses</td>
<td>21</td>
</tr>
<tr>
<td>Debris Management Sites</td>
<td>21</td>
</tr>
</tbody>
</table>
### Acronyms and Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACI</td>
<td>Air Curtain Incinerators</td>
</tr>
<tr>
<td>DEOC</td>
<td>Disaster District Emergency Operations Center</td>
</tr>
<tr>
<td>DHS</td>
<td>Department of Homeland Security</td>
</tr>
<tr>
<td>EOC</td>
<td>Emergency Operations Center</td>
</tr>
<tr>
<td>FEMA</td>
<td>Federal Emergency Management Agency</td>
</tr>
<tr>
<td>GPS</td>
<td>Global Positioning System</td>
</tr>
<tr>
<td>HHW</td>
<td>Household Hazardous Waste</td>
</tr>
<tr>
<td>IHW</td>
<td>Industrial Hazardous Waste</td>
</tr>
<tr>
<td>MUTCD</td>
<td>Manual or Uniform Traffic Control Devices</td>
</tr>
<tr>
<td>PA</td>
<td>Public Assistance</td>
</tr>
<tr>
<td>PAPPG</td>
<td>Public Assistance Program and Policy Guide</td>
</tr>
<tr>
<td>PCB</td>
<td>Polychlorinated Biphenyls</td>
</tr>
<tr>
<td>PPE</td>
<td>Personal Protective Equipment</td>
</tr>
<tr>
<td>REOC</td>
<td>Regional Emergency Operations Center</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>ROE</td>
<td>Right of Entry</td>
</tr>
<tr>
<td>ROW</td>
<td>Right of Way</td>
</tr>
<tr>
<td>SOC</td>
<td>State Operations Center</td>
</tr>
<tr>
<td>STAR</td>
<td>State of Texas Assistance Request</td>
</tr>
<tr>
<td>TCEQ</td>
<td>Texas Commission on Environmental Quality</td>
</tr>
<tr>
<td>TDEM</td>
<td>Texas Division of Emergency Management</td>
</tr>
<tr>
<td>TDSRS</td>
<td>Temporary Debris Staging and Reduction Site</td>
</tr>
<tr>
<td>THC</td>
<td>Texas Historical Commission</td>
</tr>
<tr>
<td>TXDOT</td>
<td>Texas Department of Transportation</td>
</tr>
<tr>
<td>WMP</td>
<td>Waste Management Planning</td>
</tr>
</tbody>
</table>
Overview

Purpose
The purpose of the Local Catastrophic Debris Management Guide is to assist local jurisdictions in the planning, response, and recovery coordination for disasters that generate catastrophic amounts of debris as mandated by Senate Bill 6 amendment to Tex. Gov. Code Ch. 418.

Goal
Outline the operational concepts, responsibilities, processes, procedures and resources used to coordinate local support for catastrophic debris management activities in order to better prepare jurisdictions to respond and recover to meet the needs of the whole community.

Audience
Local, regional, tribal and state emergency management personnel.

Objectives
The following is a list of objectives that may be used to support local catastrophic debris management operations. Catastrophic debris management objectives apply to all hazards and may be used to assist with any type of disaster that requires debris removal support.

Objective 1: Debris Management Coordination
Objective 2: Pre-Disaster Debris Management
Objective 3: Debris Management Disaster Response
Objective 4: Debris Management Recovery Operations
Objective 1: Debris Management Coordination

Disasters can generate a variety of debris. The quantity and type of debris generated from any particular disaster is a function of the location, magnitude, duration and intensity.

Local Government

Disaster management is best accomplished at the local level where local jurisdictions are responsible for all debris removal operations conducted within their boundaries. In the event that a local jurisdiction’s resources become depleted or are insufficient, a State of Texas Assistance Request (STAR) should be routed to the assigned District Coordinator via the STAR process.

An example of a STAR can be found in Attachment A: State of Texas Assistance Request (STAR) Example.

Mutual Aid

Local jurisdictions are strongly encouraged to enter into mutual aid agreements to provide assistance to one another during a disaster or emergency. For more information on mutual aid agreements please see: https://statutes.capitol.texas.gov/Docs/GV/htm/GV.418.htm

These agreements should either stipulate reciprocal services and set labor and equipment rates. In order for emergency assistance provided under mutual aid agreements to be eligible for reimbursement by FEMA, the agreements must be in writing. Verbal agreements executed during an incident must be placed in writing, and executed by an official of each entity with the authority to request and provide assistance, which can be found here in FEMA’s Public Assistance Program and Policy Guide (PAPPG).

When the requesting and providing entities do not have a written agreement or where such an agreement exists but is silent on reimbursement, the entities may verbally agree on the resources to be provided and on the terms, conditions and costs of such assistance.

The agreement should be consistent with past practices for mutual aid between the entities. For example, if the requesting entity does not normally reimburse a providing entity for its costs, it should not agree to do specifically for the declared incident.

Prior to funding, the requesting entity must document the verbal agreement in writing, have it executed by an official of each entity with the authority to request and provide assistance, and submit to FEMA, preferably within 30 days of the Applicant’s Briefing, per FEMA Public Assistance Program and Policy Guide.

Additional requirements for FEMA eligibility include:

- The assistance should be directly related to the disaster and meet other FEMA eligibility requirements.
The mutual aid agreement should not be contingent upon federal funding or a declaration of a major disaster by the federal government.

The eligible applicant receiving aid must request the grant from FEMA. The entity providing aid may not apply for a grant directly.

The applicant must be able to provide documentation that states:
- Aid was requested.
- Aid was received.
- Costs were incurred by the entity providing aid.
- Costs were paid by jurisdiction receiving aid (proof of payment).

**Disaster District Emergency Operations Center Support (DDEOC)**

When local capabilities are overwhelmed, jurisdictions can request state assistance through DDEOCs, formerly known as the DDC. DDEOCs consist of representatives, from state entities and organized volunteer groups and other local partners that can provide emergency resources within a disaster district.

**Regional Emergency Operations Center (REOC)**

The Regional Emergency Operations Center (REOC) enhances communication and operations with the DDEOC and is coordinated by the regional TDEM assistant chief. The REOC is designed to assist the DDEOC with the major functions of emergency management during a disaster and may be utilized depending on the size and complexity of the event. These functions include: command, planning, operations, logistics, finance, and recovery. The REOCs are located in six regions of the state and align with the Texas Department of Public Safety identified regions. Depending on the scale and needs of the disaster, the REOC can be housed within the DDEOC, be a standalone EOC, or be a virtual EOC.

**State Operations Center (SOC) Support**

If additional support is required, DDEOCs may route or submit a STAR to the SOC. If state assistance for debris management is required, it can be authorized by the governor upon a disaster proclamation. In some cases, state assistance may also be provided under a state agency’s separate legal authorities. Assistance may include, but is not limited to:
- Overall management of the debris operations.
- Technical assistance.
- The provision of equipment and personnel to provide direct assistance in debris operations.
- Financial assistance.
Objective 2: Pre-Disaster Debris Management

Pre-incident debris management planning can significantly aid decision-making during a natural disaster by allowing important analyses and considerations to be made in advance. Pre-incident debris management can also enhance a community's resiliency by identifying and mitigating potential debris sources in advance.

To prepare for the volumes and the types of debris that may be generated, communities are encouraged to plan for natural disasters they may experience.

Effective planning generally addresses:

- Source reduction and hazard mitigation activities to reduce the amount and toxicity of debris generated by a disaster.
- Strategies for reuse and recycling of materials to minimize the environmental and economic impact of debris management activities.
- Roles and responsibilities for all debris management and related activities.
- Issues and considerations beyond initial debris removal.
- Identify potential debris storage sites.

Planning

Jurisdictions should develop a comprehensive, pre-incident planning process to help prepare for effective disaster debris management. The process guides communities through four steps, which should be undertaken with the participation of the whole community:

1. Conduct pre-planning activities.
2. Develop a comprehensive pre-incident debris management plan.
3. Keep the debris management plan updated.
4. Implement the debris management plan during a disaster.

Listed below are online resources that may be used for more information about emergency management planning:

- TDEM Plan Guidelines and Toolkits
  
  https://tdem.texas.gov/plan-guidelines-and-toolkits/

  
  https://www.fema.gov/media-library-data/1525468328389-4a038bbef9081cd7dfe7538e7751aa9c/PAPPG_3.1_508_FINAL_5-4-2018.pdf
Below is an example of the Environmental Protection Agency (EAP) Pre-incident Waste Management Planning (WMP) cycle:

See Attachment B Online Planning Resources.
Estimating

Forecasting the amount of debris from a potential projected disaster can provide valuable input into planning and response. The more detailed knowledge about the mix, amount and location of debris will assist in the development of priorities for removal, debris reduction and recycling, and establishing sites for temporary (or permanent) disposal.

There are different methods and techniques used to develop debris estimates based on several factors such as time, experience of the estimator(s), and required accuracy. The following are a few different types of debris estimations:

- Ground measurement and calculations of an area are recorded and the results extrapolated over areas of similar land use.
- Aerial and satellite photographs of impacted area taken before and after the disaster, this allows post-disaster photos to provide details of the extent and magnitude of the area of debris.
- Predictive Geographic Information System models that are modified to include disaster specific details can produce estimates of debris volumes and locations.

Any of the remote-sensing approaches combined with systematic ground-based crews for verification can produce more reliable data results. Equipment used by crew commonly includes measuring tapes, sketch pads, note paper, global positioning system units, digital cameras, cell phones, etc.

<table>
<thead>
<tr>
<th>Resources for Locals</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Disaster City-TEEX</td>
<td>Texas A&amp;M University</td>
<td><a href="https://teex.org/pages/about-us/disaster-city.aspx">https://teex.org/pages/about-us/disaster-city.aspx</a></td>
</tr>
<tr>
<td>Task Force 1</td>
<td>Texas A&amp;M University</td>
<td><a href="https://texastaskforce1.org/">https://texastaskforce1.org/</a></td>
</tr>
<tr>
<td>National Wind Institute</td>
<td>Texas Tech University</td>
<td><a href="http://www.depts.ttu.edu/nwi/">http://www.depts.ttu.edu/nwi/</a></td>
</tr>
<tr>
<td>Texas Hurricane Center</td>
<td>University of Houston</td>
<td><a href="http://hurricane.egr.uh.edu/">http://hurricane.egr.uh.edu/</a></td>
</tr>
<tr>
<td>Disaster Relief Across UT Systems</td>
<td>University of Texas, School of Information</td>
<td><a href="https://www.utsystem.edu/disaster-relief">https://www.utsystem.edu/disaster-relief</a></td>
</tr>
</tbody>
</table>
Conversion Factors

Based on a large number of disasters and the amount of resulting debris, there are several conversion factors and guidelines to assist in the calculation of a reasonable estimate of debris. These guidelines can be found in FEMA Publication 329, Debris Estimating Field Guide and Attachment C Debris Estimating Formulas.

An easy way to estimate the amount of debris is to measure the pile in feet (length X width X height) and divide by 27.

1 cubic yard = 3` X 3` X 3`

A standard washing machine is equivalent to about 1 cubic yard.

Contract Considerations

In debris management, there are four types of contracts that may be entered into with private contractors for which FEMA will provide reimbursement under the Public Assistance (PA) Grant Program.

<table>
<thead>
<tr>
<th>Contract Types</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time and Material</td>
<td>Contractors are paid based on the time spent and resources used for debris management tasks. FEMA requires these contracts be limited to the first 70 work hours after a disaster.</td>
</tr>
<tr>
<td></td>
<td>Supporting documentation must be provided to justify exceeding the 70-hour timeline.</td>
</tr>
</tbody>
</table>
### Contract Types

<table>
<thead>
<tr>
<th><strong>Contract Types</strong></th>
<th>Details</th>
</tr>
</thead>
</table>
| **Unit Price**     | - Based on weight (tons) or volume (cubic yards) of debris hauled.  
                    - Used when the scope of the work is large and the exact measurement of work is difficult to define.  
                    - Monitoring and documenting debris collection, transportation and disposal is required to ensure the information is accurate for reimbursement purposes.  
                    - Factors that influence the unit price include debris types, removal method, distance and routes used for hauling, permitting requirements, worksite limitations and restoration requirements. |
| **Lump Sum**       | - Establishes a total contract price using a one item bid from a contractor.  
                    - Should only be used when the scope of work is clearly defined and areas of work can be specifically quantified.  
                    - Can be defined by the area method, meaning the scope of work is based on a one-time clearance of a specific area; or by the pass method, meaning the scope of work is based on a specific number of passes through a specified area (Example: given distance along a right-of-way). |
| **Cost Plus Fixed Fee** | - Either a lump sum contract or unit price contract with an added fixed contractor fee. |
| **Ineligible Contracts** | - Cost plus percentage of cost contracts.  
                          - Contracts with debarred contractors. |

### Contract Warnings

FEMA contract compliance does not allow the following:

- Award a debris removal or debris monitoring contract on a sole source basis.
- Sign a contract (including one provided by a contractor) until your legal representative has thoroughly reviewed it.
- Allow any contractor to make eligibility determinations; only FEMA has authority to make final eligibility determinations.
▪ Accept any contractor’s claim that it is “FEMA certified.” FEMA does not certify, credential, or recommend debris contractors.

▪ Award a contract to develop and manage debris management sites, unless the debris sites are part of your approved debris management plan or you contact the state or FEMA for technical assistance concerning the need for such an operation. Temporary debris storage and reduction sites are not always necessary.

▪ Allow separate line item payment for stumps 24 inches and smaller in diameter; you should treat these stumps as normal debris.

▪ “Piggyback” or utilize a contract awarded by another entity. “Piggybacking” may be legal under applicable state law; however, the use of such a contract will jeopardize FEMA funding because these contracts do not meet requirements for competition established in 2 CFR § 200.318.

▪ Award pre-disaster/stand-by contracts with mobilization costs or unit costs that are significantly higher than what they would be if the contract were awarded post-disaster. Such contracts should have variable mobilization costs depending upon the size of the debris work that may be encountered.

▪ Allow for markups due to errors in volume calculations.

▪ Allow for miscellaneous items, or for contract contingencies of any kind, including “unknowns.”

See Attachment D Model Contract Framework.
Objective 3: Debris Management Disaster Response

During disaster response, debris management will emphasize clearing key roads for emergency access by pushing debris to the edge of the right-of-way, rather than restoring roads to pre-disaster conditions. Debris management, during this phase, will also include debris monitoring which is an integral part of debris management.

Priority Roadways and Facilities

The first priority for debris management immediately after a debris-generating incident should be the protection of the life.

Recommended priorities for local jurisdictions include but are not limited to the following:

1. Emergency clearing of debris from transportation routes to provide access for emergency response personnel, equipment and supplies in areas affected by an incident.

2. Clearing transportation facilities (i.e., streets, roads, bridges, ports, waterways, airfields) necessary to restore transportation capabilities.

3. Clearing and restoring critical public facilities and services, including but not limited to: electricity, potable water, sanitary sewer, storm water systems, natural gas and communication services.

4. Clearing, demolishing or stabilizing damaged public structures and facilities which pose an immediate hazard or safety risk to the public health.

Debris Monitoring Duties and Responsibilities

The following may be considerations for debris contracted personnel:

<table>
<thead>
<tr>
<th>Field Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
</tr>
<tr>
<td>Eligibility</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Field Supervisor</td>
</tr>
<tr>
<td>------------------</td>
</tr>
<tr>
<td><strong>Compliance</strong></td>
</tr>
</tbody>
</table>
| ▪ Obtain and become familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly.  
▪ Make unannounced visits to all loading and disposal sites within an assigned area.  
▪ Take photos of all trucks and trailers used in the debris operation to establish a baseline inventory of equipment. |

<table>
<thead>
<tr>
<th><strong>Debris Operations</strong></th>
</tr>
</thead>
</table>
| ▪ Ensure only debris from approved public areas is removed.  
▪ If applicable, assist in measuring all debris hauling trucks and trailers with the appropriate contractor representatives. |

<table>
<thead>
<tr>
<th>Debris Loading Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Safety</strong></td>
</tr>
</tbody>
</table>
| ▪ Check area for safety considerations, such as downed power lines, children playing in the area, traffic control needs and safe operation of trucks and equipment.  
▪ Implement all safety requirements.  
▪ Before work begins, inspect areas to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. (as a baseline to account for any damage as a result of the debris removal operations).  
▪ Ensure that debris loads are contained properly before leaving the loading area. |

<table>
<thead>
<tr>
<th>Eligibility</th>
</tr>
</thead>
</table>
| ▪ Determine whether each load is to be claimed for reimbursement based on established criteria.  
▪ Mark load tickets ineligible for FEMA reimbursement.  
▪ Validate eligible hazardous trees, including hangers, leaners and stumps.  
▪ Verify global positioning system (GPS) readings or an address/location for leaning trees, trees with hanging limbs and uprooted/exposed stumps that constitute an immediate threat; a separate ticket should be written for these items if required in the contract.  
▪ Do not issue tickets for trucks that arrive at pick-up sites already loaded or partially loaded. |
# Debris Loading Manager

<table>
<thead>
<tr>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Ensure that force account labor and debris contractor work is within the assigned scope of work.</td>
</tr>
<tr>
<td>▪ Obtain and become familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly.</td>
</tr>
<tr>
<td>▪ Report to field supervisor if debris removal work does not comply with all local ordinances as well as state and federal regulations (i.e., improper disposal of hazardous wastes).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Debris Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Ensure that hazardous wastes are not mixed into loads.</td>
</tr>
<tr>
<td>▪ Record the types of equipment used (for time-and-materials contracts).</td>
</tr>
<tr>
<td>▪ Record the number of hours equipment was used, including down time of each piece of equipment by day (for time-and-materials contracts).</td>
</tr>
<tr>
<td>▪ Ensure that only debris specified by the applicant is collected for loading and hauling.</td>
</tr>
<tr>
<td>▪ Ensure only debris from approved public areas is removed.</td>
</tr>
<tr>
<td>▪ Ensure the work area is clear of debris before equipment is moved to a new loading area.</td>
</tr>
<tr>
<td>▪ Prepare complete and accurate load tickets.</td>
</tr>
<tr>
<td>▪ Issue load tickets for each debris load to the truck driver.</td>
</tr>
<tr>
<td>▪ Evaluate and record performance and productivity of debris removal crews.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Communications</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Remain in constant contact with debris management/dispatch center or field supervisor.</td>
</tr>
<tr>
<td>▪ Report issues (such as safety concerns, contractor non-compliance, and improper equipment use) to field supervisor.</td>
</tr>
<tr>
<td>▪ Maintain a log of debris operations issues.</td>
</tr>
<tr>
<td>▪ Photograph and provide written documentation of any damage to utility components, driveways, road surfaces, private property, vehicles, etc.</td>
</tr>
<tr>
<td>▪ Perform other duties as directed by designated debris management personnel.</td>
</tr>
</tbody>
</table>
## Debris Tower/ Site Monitor

### Safety
- Check area for safety considerations, such as downed power lines, children playing in the area, traffic control needs and safe operation of trucks and equipment.
- Implement all safety requirements.
- Ensure the tower is properly constructed and safe to occupy.

### Compliance
- Obtain and become familiar with the requirements outlined in all debris removal and disposal contracts to ensure the contract requirements are implemented correctly.
- Report to field supervisor if debris removal work does not comply with all local ordinances as well as state and federal regulations (i.e., improper disposal of hazardous wastes).
- Verify relevant permits were obtained for debris reduction.

### Debris Operations
- Ensure that hazardous wastes are not mixed into loads.
- Record the types of equipment used (for time-and-materials contracts).
- Record the number of hours equipment was used, including down time of each piece of equipment by day (for time-and-materials contracts).
- Accurately measure and document load hauling compartments for trucks and trailers to compute volume capacity in cubic yards for each truck and trailer prior to its commencement of debris hauling operations (recertify on regular basis).
- Recertify truck capacities on a regular basis.
- Ensure that truck loads are accurately credited.
- Estimate the percentage of full capacity for each truck or trailer load.
- Ensure trucks are not artificially loaded (e.g., debris is wetted, fluffed, or not compacted).
- Collect load ticket from truck driver and initial each load ticket before permitting any truck to proceed from the tower entrance to dumping location.
- Physically control load tickets.
- Ensure that all debris is removed from trucks at debris management sites.
### Debris Tower/ Site Monitor

- Monitor site development and restoration of debris management sites.
- Oversee debris reduction (burning, chipping).

### Communications

- Remain in constant contact with debris management/dispatch center or field supervisor.
- Report issues (such as safety concerns, contractor non-compliance, and improper equipment use) to field supervisor.

For additional information, see [Attachment E Sample Monitoring Forms](#).

## Public Assistance

Once the disaster meets the federal threshold, all eligible applicants of the FEMA PA Program are required to maintain documentation supporting all emergency and permanent work undertaken to restore facilities to their pre-disaster condition. Claimed disaster costs can be supported by presenting sufficient data and support documentation.

A lack of full documentation may result in FEMA determining that some or all of the costs are ineligible.

### Requesting Public Assistance (RPA):

- **Step 1** - Request access to Grants Portal (email support@pagrants.fema.gov)
- **Step 2** - Create Grants Portal account ([https://grantee.fema.gov/](https://grantee.fema.gov/))
- **Step 3** - Submit RPA in Grants Portal

## Debris Monitoring Contracts

Applicants must monitor all debris removal operations that involve the hiring and utilization of contractors. Applicants must document all eligible debris removal expenses as a condition of receiving PA funding. Applicants may use contractors to monitor their debris removal operations. In addition to the guidance provided above, applicants should consider the following when procuring debris monitoring contracts:

- Debris monitoring contracts must be competitively procured as required by 44 CFR § 13.36, Procurement.
- Debris monitors cannot be employed by or affiliated with the debris removal contractor.
- Debris monitoring contracts are typically time and materials contracts and must contain a not-to-exceed clause, pursuant to 44 CFR § 13.36, Procurement.
- The contract should include a requirement that the contractor provide a safe working environment, including properly constructed monitoring towers.
▪ Use of a load ticket system to record with specificity (e.g., street address, Global Positioning System (GPS) coordinates) where debris is collected and the amount picked up, hauled, reduced and disposed of.

▪ Debris monitors should be trained and possess skills adequate to fulfill the duties of the job. Labor rates should be commensurate with the skill level required by the job function. Professional engineers and qualifications are not required to perform monitoring duties.

▪ The contractor should demonstrate that its staff is familiar with FEMA debris removal eligibility criteria.

**Eligible Monitoring Work and Costs**

Reasonable costs associated with the following activities may be eligible for PA funding:

▪ Labor and material costs associated with field supervisors, loading and tower/site monitors, and completing documentation as necessary to substantiate PA grant funding.

▪ Data compilation of load tickets and field debris monitoring reports to verify eligible work and costs invoiced by the debris removal contractor (if under contract).

▪ Training of debris monitors on debris removal operations, debris monitoring and documentation processes, and FEMA eligibility. Note: FEMA can provide training to applicant debris monitors upon request.

▪ Use of electronic load ticket system or automated debris monitoring system to document debris quantities and eligibility. The applicant should demonstrate through a cost analysis that the use of the system is cost effective and the cost is reasonable.

**Ineligible Work and Costs**

The following activities may be deemed ineligible for PA. This list is not exhaustive or comprehensive:

▪ Costs that FEMA determines to be associated with an unreasonable level of effort.

▪ Disproportionate numbers of debris monitoring personnel and clerical staff related to the scope of the debris removal operation.
Objective 4: Debris Management Recovery Operations

Debris management operations begin within days following a debris-generating incident. Immediately following a disaster, damage assessment teams will estimate the quantity and type of debris, and assist in prioritizing debris management operations. Debris management operations and utility restoration efforts will be closely coordinated to expedite clearance of utility impacted debris and restoration of services.

Damage Assessments

As soon as possible, all local jurisdictional departments should begin gathering response costs and initial damage estimates. These figures need not be exact but are necessary to complete the Disaster Summary Outline (DSO). The DSO is the first snapshot TDEM receives regarding the extent of damages in a disaster affected area. For debris planning purposes, DSOs are used to help determine the location and extent of damages. Estimates are used to determine the types and quantities of debris and the cost of removal from public property and rights-of-way. Ineligible debris is not included in the estimate and includes debris not generated by the disaster such as vegetative debris from unimproved property, white goods previously designated for disposal, residential and commercial demolition materials not generated by the disaster, sediment, everyday household trash and items such as old tires.

Local jurisdictions, TDEM and federal partners conduct joint Preliminary Damage Assessments (PDA) to validate damages in affected counties, including the amount of disaster related debris. PDAs must be conducted within 30 days of the conclusion of the incident period and should be coordinated with all disaster affected local governments, tribal organizations, school districts, regional authorities, private non-profits and houses of worship.

Local jurisdictions should pre-identify damage locations that the PDA teams will assess and provide a plan for visiting each site. The list of damaged sites should include street addresses or Global Positioning System (GPS) locations, cost estimates for sites or equipment and insurance policies for each. This information should be provided to the PDA team before the assessment begins. Debris impacts will be validated during the PDA and eligible damages will be applied to both the county and state public assistance damage threshold.

Debris management operations may last an extended period of time and may involve reassessment of debris quantities, debris management sites, addressing hazardous material/environment issues, and debris separation, collection, storage, reduction, recycling and disposal activities.

The speed with which cleanup and rebuilding occurs may depend on how quickly residents are able to return to the area and assist in debris removal from private property.
To expedite the debris removal process, segregate debris into the following categories:

- **Normal Household Trash** (Not eligible under the PA program) – bagged garbage, discarded food, paper, etc.
  
  Note: Continue to follow the normal garbage schedule.

- **Vegetative Debris** – tree branches, leaves, logs, plants, etc.

- **Construction and Demolition Debris** – building material, drywall, lumber, carpet, furniture, plumbing, etc.

- **White Goods** – refrigerator, washer, dryer, air conditioner, stove, water heater, etc.

- **Electronics** – television, computer, stereo, phone, DVD player, game consoles, etc.

- **Household Hazardous Waste** – oil, batteries, pesticide, paint, cleaning supplies, compressed gas, etc.

See [Attachment F Debris Categories and Forecasting](#) for more information.

The following page contains an image about separating debris:
Residents Should:

- Move debris caused by the disaster to your curb or the end of the property line at the public right-of-way.
- Those without a sidewalk, ditch or utility line in front of their property should place debris at the edge of their property.
- Listen for information about debris collections from your local government so you can take advantage of the earliest opportunity to have debris removed.
- Wear safety shoes with slip-resistant soles, safety glasses, leather work gloves, hard hat, long pants and shirt.
- Segregate debris according to FEMA, U.S. Army Corps of Engineers, or local/state requirements.
- Consider special precautions are necessary when dealing with asbestos, lead, mold and Polychlorinated biphenyl (PCB – certain types of insulation, transformer coolant, etc.).
- Use clear garbage bags for hazardous waste such as oil, batteries, pesticides, paint or cleaning supplies.

Residents Should Not:

- Let debris create a traffic hazard by spilling into streets.
- Block utilities, fire hydrants, mailboxes, manhole covers, etc.
- Place items you want to keep at the curbside, public right-of-way or other public areas so that debris haulers do not take something you want to save.
- Handle broken chemical containers.
- Remove debris that may destabilize piles or structures.
- Lift too much; residents should call for heavy equipment assistance when needed.
- Mix debris types.
Debris Removal Methods

Debris removal is defined as the clearance, removal, and/or disposal of items such as trees, sand, gravel, building components, wreckage, vehicles and personal property. For debris removal to be eligible for reimbursement, the work must be necessary to:

▪ Eliminate immediate threats to lives, public health and safety; and of significant damage to improved public or private property.
▪ Ensure the economic recovery of the affected community to the benefit of the community—at large.
▪ Mitigate the risk to life and property by removing substantially damaged structures and associated appurtenances as needed to convert property acquired through a FEMA hazard mitigation program to uses compatible with open space, recreation, or wetlands management practices.

Disposing of Animal Carcasses

▪ Animal carcasses found in public areas or rights-of-way should be reported to the city or county Emergency Operations Center (EOC) to be handled through the jurisdiction’s debris management plan or animal service functions. Jurisdictions can find county EOC information at http://www.tdms.org/county.aspx or on the county’s website.
▪ Carcasses on private property, non-residential areas: Animal owners and operators are responsible for the proper disposal of their animals. To learn about common methods of non-diseased animal carcass disposal, visit the Texas Animal Health Commission (TAHC) Disaster-Related Carcass Disposal Guide.

Debris Management Sites

Debris management sites are used during debris operations to temporarily stage and process disaster generated debris. These sites require TCEQ and THC approval, due to a multitude of health and safety concerns, which include the unstable nature of the site, the potential of hazardous substances and the type of work being performed.

Private Property Debris Removal

Debris removal from private property will be a rare occurrence and limited ONLY to those situations where there is a clear danger (present/imminent/potential) to life, safety and/or public health. Once the right of entry is obtained, a site inspection is required prior to approval of private property debris removal.

Examples include but are not limited to:
▪ Dangerously leaning/damaged trees or limbs over public rights-of-way or other public spaces.
▪ Partially or totally collapsed structures that could endanger the public.
▪ Debris that poses a clear and present fire danger.
- Debris that negatively impact critical infrastructure and/or services.
- Hazardous household waste which, if left unaddressed, poses an imminent threat to public health and/or safety.

Debris that does not meet these (or similar) circumstances is the responsibility of individual property owners. Private debris brought to the roadway right-of-way and/or taken to established collection centers in accordance with published guidelines will be removed by designated debris clearance teams.

For further information see Attachment G Debris Removal from Private Property
Special Considerations.

**Trench Burning**

One method to remove vegetative debris and clean lumber is the use of trench burning (air curtain incinerator). Trench burning (air curtain incinerator) Title 30 Tex. Admin. Code § 106.496, authorizes the use of air curtain incinerators (ACIs) in the disposal of debris during emergency cleanup operations such as the removal and disposal of debris. For more legal information, refer to Texas Commission on Environmental Quality (TCEQ).

**Air Curtain Incinerator**

An Air Curtain Incinerator (ACI) is an incinerator that operates by projecting a curtain of air a cross an open chamber or pit in which combustion occurs. Incinerators of this type can be constructed above or below ground and with or without refractory walls and floor.

Trench burning is an operation of an ACI using a trench and air manifold system.

The only debris that can be burned in an ACI includes trees, brush, other vegetative matter and clean lumber. Do not burn wood that has been painted, stained or pressure treated with chemicals and do not store materials stockpiled to be burned closer than 75 feet from the firebox/trench.

ACIs used in the cleanup of approved debris from a declared disaster are exempt from registration requirements, instead, verbal notification to your local TCEQ and THC regional office prior to burning is recommended. No permit is necessary.

In efforts to reduce the potential of nuisance conditions, each ACI must be operated at least 300 feet from the nearest property line. If the distance requirement cannot be met, contact the TCEQ regional office.

Portable ACI facilities temporarily located at a site can operate for up to 180 consecutive calendar days or 600 hours, whichever occurs first. However, federal requirements apply after eight weeks of use. If operation of the ACI is necessary for a longer period of time, the jurisdictions conducting ACI operations must contact their TCEQ regional office to request an extension. Once the ACI is no longer in operation, it must be removed from the site.
**Ash Disposal**

The ash generated from an ACI can be used in the following ways:

- Buried on-site in an ACI trench, if the deed is recorded and a copy of the document provided as required by 30 TAC §330.7 of this title.
- Sent to a Type I landfill, if the ash is containerized and no hot coals are present.
- Beneficially used, if the use is determined to be acceptable in accordance with §330.8 of this title.

The ash generated from an ACI can be disposed of in a municipal waste landfill. If a trench burner is used the ash can be disposed of in the burn trench in accordance with [Tex. Admin. Code § 106.496](https://www.texlaw.net/lntxt/lc/106.php). However, a separate trench cannot be created for ash disposal.

**Record Requirements**

The operation of an ACI should be recorded, including a run time meter, written record or log of the hours of operation, operational or location requirements, and any operating instructions being followed by the operator. Ash from the trench burning which is left in place must be deed recorded.

**Wet Debris Management**

Wet debris management involves the removal of eligible obstructions, debris and vessels from waterways impacted by an incident. The debris removal boundaries are within the waterway and include the shorelines of the waterway itself. Strict eligibility requirements exist to determine which debris may be removed and from which waterways.

Wet debris management involves close and extensive coordination between local jurisdictions, state agencies and federal agencies (to include but not limited to FEMA, U.S. Coast Guard, U.S. Army Corp of Engineers, U.S. Environmental Protection Agency, the National Resources Conservation Service of the U.S. Department of Agriculture and U.S. Fish and Wildlife).
## Authority

The laws, rules and/or policies that provide general authority for the missions and activities described in the Catastrophic Debris Guide can be found in the Basic Plan. Additional authorities specific to this guide are listed below.

<table>
<thead>
<tr>
<th>Source</th>
<th>Relevance</th>
<th>Link</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Government Code Chapter 418</td>
<td>Provides authority and mechanisms to clarify and strengthen key roles, as well as authorize and provide for cooperation and coordination of an emergency management system embodying all aspects of pre-disaster preparedness and post-disaster response.</td>
<td><a href="http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.418.htm">http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.418.htm</a></td>
</tr>
<tr>
<td>Texas Government Code Section 418.050</td>
<td>Provides guidelines for reentry of areas previously evacuated because of a disaster or threat of disaster.</td>
<td><a href="http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.418.htm#418.050">http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.418.htm#418.050</a></td>
</tr>
</tbody>
</table>
Record of Changes

The TDEM Chief/Texas Emergency Management Council Chair authorizes and issues changes to this document until such time as it is superseded. This document and all attachments are living documents. Texas Emergency Management Council members are responsible for participating in plan reviews and are required to provide information concerning capability changes that impact their emergency management responsibilities. TDEM coordinates the plan-updating process and maintains the plan after receiving feedback and updates from partner agencies.

Lead and support agencies must ensure all records necessary for emergency management operations are available and that duplicate records are held at alternate locations.

Use the table below to record the following information:

- Change number, in sequence, beginning with 1
- Date change was made to the document
- Description of change and rationale if applicable
- Initials of person who made the change

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Description</th>
<th>Initials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment A: State of Texas Assistance Request Example

State of Texas Assistance Request (Live)

Requestor Information

Request No: 11-11111 (LSR)
Requestor Name: John Smith
Requestor Position: County Judge
Requestor Phone #: 123-456-7890
Requestor Email: JohnSmith@county.com
Requestor Signature: John Smith
Initial Request Date: 10/07/2019 15:04:24
Incident Name: 19-0029 September Severe Weather 20190916
Requesting Entity: County

Item/Mission Description

Item/Mission: Debris Pickup and Disposal, Including Monitoring
Qty: 1
Unit: Each
When Needed: 10/14/2019 8:00 AM
For How Long: Demob Item (1 Days)
Mission Description: Requesting TXDOT to pick up TS Imelda related debris from within the Town Limits. Including monitoring, hauling to Republic Services Landfill in County and disposal.
Purpose of Request: County lacks the local resources to accomplish this mission.
File Attachment:

Delivery Address

Destination: Town Hall
100 New Road
Lonestar, TX - 00000
This building is also the County ESD 2 Fire Station #2, located on the corner of Old Road / New Road.

Point of Contact: Rick James
123-456-7309
Rick@adr.com

Responsible Party/Following

Responsible Party: Ops TXDOT
Following: County - County Judge
County - EMC; Hardin County - County Judge; - SOC Ops Desk; - TDEM Ops Watch Supervisor; State Coordinator Operations

Routing Notes

Notes: Update By Ops TXDOT On 10/8/2019 09:46:26
Request is at the local TxDOT District to work with the city to negotiate an agreement.
Attachment B: Online Planning Resources

- Hurricane Strong
  https://www.flash.org/hurricanestrong/
- All Hazards Waste Management Planning Toolkit
  https://wasteplan.epa.gov/
- Computer-aided Management of Emergency Operations (CAMEO) Chemicals
  https://cameochemicals.noaa.gov/
- Disaster Debris Recovery Tool
  https://www.epa.gov/large-scale-residential-demolition/disaster-debris-recovery-tool
- FEMA
  https://www.fema.gov/
- Flood hazard maps
- Hazard mitigation planning
  https://www.fema.gov/hazard-mitigation-planning
- Hazards U.S. Multi-Hazard
  https://www.fema.gov/hazus
- Incident Waste Decision Support Tool
  http://www2.ergweb.com/brbtool/login.asp
- Materials Management Wizard
  https://www.epa.gov/sustainability/mwiz
- National Mitigation Framework
  https://www.fema.gov/media-library/assets/documents/32209
- National Storm water Calculator
  https://www.epa.gov/water-research/national-stormwater-calculator
- Texas Commission on Environmental Quality
  https://www.tceq.texas.gov/
- U.S. Climate Resilience Toolkit
  https://toolkit.climate.gov/
- Preparing Texas
  https://www.preparingtexas.org/index.aspx
- Texas Historical Commission
  https://www.thc.texas.gov/
- FEMA Public Assistance Program and Policy Guide
  https://www.fema.gov/media-library/assets/documents/111781
- Texas Division of Emergency Management
  https://tdem.texas.gov/
Attachment C: Debris Estimating Formulas

Estimating Rule of Thumb:
- 15 trees, 8 inches in diameter = 40 CY
- Single wide mobile home = 290 CY
- Double wide mobile home = 415 CY
- Root system (8’-10’ dia.) = One flatbed trailer to move
- Treat debris piles as a cube, not a cone, when performing estimates.
- Average pace = 2’ 6”

Formulas and Conversions
Conversions:
- 27 cubic feet=1 cubic yard
- One mile=5280 feet or 1760 yards

Building formula:
L’xW’ (building footprint) x No. of Stories x 0.2 = _______Cubic Yards of debris

Debris pile formula:
(L’xW’xH’)/27 = ______Cubic Yards of debris.

Conversion Factors from Cubic Yards to Tons
- Mixed Construction & Demolition Debris = 500 LBS/CY or CY x 0.25 = Tons
- Yard Vegetation = 300 LBS/CY or CY x 0.15 = Tons
- Mulch = 500 LBS/CY or CY x 0.25 = Tons
- Regular Trash = 300 LBS/CY or CY x 0.15 = Tons
- Concrete = 2000 LBS/CY or CY x 1.0 = Tons
- Sand = 2600 LBS/CY or CY x 1.3 = Tons
- Land Clearing (Root balls with dirt) 1500 LBS/CY or CY x 0.75 = Tons
The following information will assist you in determining the amount of debris from destroyed buildings and mobile homes:

One Story House Formula:

- \( L \times W \times 8 = \text{cubic yards} \times 0.33 = \text{cubic yards of debris.} \) (The 0.33 factor accounts for the “air space” in the house)

- The table below can be used to estimate debris quantities for a totally destroyed typical home. A vegetative debris multiplier is also included.

- Amount of personal property (as debris) from average flooded residence without a basement: 25-30 cy.

- Amount of personal property (as debris) from average flooded residence with a basement: 45-50 cy.

<table>
<thead>
<tr>
<th>Typical House (Square Feet)</th>
<th>None</th>
<th>Light (1.1)</th>
<th>Medium (1.3)</th>
<th>Heavy (1.5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 SF</td>
<td>98 cy</td>
<td>107 cy</td>
<td>127 cy</td>
<td>147 cy</td>
</tr>
<tr>
<td>1200 SF</td>
<td>118 cy</td>
<td>129 cy</td>
<td>153 cy</td>
<td>177 cy</td>
</tr>
<tr>
<td>1400 SF</td>
<td>137 cy</td>
<td>150 cy</td>
<td>178 cy</td>
<td>205 cy</td>
</tr>
<tr>
<td>1600 SF</td>
<td>155 cy</td>
<td>170 cy</td>
<td>201 cy</td>
<td>232 cy</td>
</tr>
<tr>
<td>1800 SF</td>
<td>175 cy</td>
<td>192 cy</td>
<td>228 cy</td>
<td>263 cy</td>
</tr>
<tr>
<td>2000 SF</td>
<td>195 cy</td>
<td>215 cy</td>
<td>254 cy</td>
<td>293 cy</td>
</tr>
<tr>
<td>2200 SF</td>
<td>215 cy</td>
<td>237 cy</td>
<td>280 cy</td>
<td>323 cy</td>
</tr>
<tr>
<td>2400 SF</td>
<td>235 cy</td>
<td>259 cy</td>
<td>306 cy</td>
<td>353 cy</td>
</tr>
<tr>
<td>2600 SF</td>
<td>255 cy</td>
<td>280 cy</td>
<td>332 cy</td>
<td>383 cy</td>
</tr>
</tbody>
</table>

For more information, please see [FEMA Debris Estimating Field Guide](#).
Attachment D: Model Contract Framework

The following includes guidance and sample language of a model contract framework for emergency debris removal services for local jurisdictions in the state of Texas.

**NOTE:** This document is intended to serve only as a guide and is provided as the framework to assist in developing a solicitation or contract. It is not intended to be used to insert your information and advertise as a complete solicitation. You are still required to follow your jurisdiction’s rules, regulations, policies and procedures and advertise your solicitation in accordance with statutory requirements.

- Be sure to include the request for proposal (RFP) number.
- Include instructions on how sealed proposals will be accepted (hard copy, multiple copies, electronic, fax, etc.), the date/time and address of location to deliver sealed bid as necessary. Make certain to indicate LATE PROPOSALS WILL NOT BE ACCEPTED AND ARE SUBJECT TO DISQUALIFICATION. Indicate what is to be included in the bidder’s proposal upon submission and/or provide the bidder a checklist. Provide the appropriate point of contact should bidders have questions or need assistance.
- Insert a table or list for the anticipated schedule of events regarding the RFP solicitation and bid response due date:

**EXAMPLE ONLY:**

<table>
<thead>
<tr>
<th>SCHEDULE OF EVENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Solicitation Advertisement Date</td>
<td>June 1, 2020</td>
</tr>
<tr>
<td>Questions Submission Deadline Date</td>
<td>June 15, 2020</td>
</tr>
<tr>
<td>Response to Questions through Addendum Date</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>or as soon thereafter as practical</td>
<td></td>
</tr>
<tr>
<td>PROPOSAL RESPONSE DUE DATE</td>
<td>August 15, 2020</td>
</tr>
<tr>
<td>PROPOSAL RESPONSE DUE TIME</td>
<td>1:30 pm Central Time in [City of/County of]</td>
</tr>
</tbody>
</table>

- If acronyms and specific terminology will be used in the solicitation, be sure to insert a glossary and/or a table to define acronyms.

**Introduction/General Purpose:**

- Begin with an introduction of the purpose of the RFP and the jurisdiction where the services are being requested. Indicate whether this will be a single award or
multiple award. Indicate your jurisdiction has the right to reject any or all proposals if it’s in the best interest of your jurisdiction. Also consider including the size/scale of the disaster that the jurisdiction is preparing for.

**Below is a SAMPLE introduction:**

The intent of this proposal is for the [City of/County of] to acquire emergency debris removal services due to catastrophic circumstances and to eliminate immediate threats to life, public health, safety and to public and private property. The [City of/County of] intends to obtain competitive sealed proposals from qualified bidders who can provide emergency debris removal services. The contract will result in a [single award/multiple award] and no dollar amount or quantities are guaranteed. The contract award will be negotiated to meet the best value of the [City of/County of].

**Below is a SAMPLE Term of Contract:**

The initial term of this contract commences upon the issuance of an award notice by the [City of/County of] and will expire on [DATE].

- Insert the number of renewal options as applicable so bidders understand the extent of the contract, including any extensions the jurisdiction may deem necessary.

**EXAMPLE:**

Three, one-year periods for renewal will be at the [City of/County of] sole option.

<table>
<thead>
<tr>
<th>First Renewal Option:</th>
<th>[DATE] through [DATE]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Second Renewal Option:</td>
<td>[DATE] through [DATE]</td>
</tr>
<tr>
<td>Third Renewal Option:</td>
<td>[DATE] through [DATE]</td>
</tr>
</tbody>
</table>

**Pricing:**

- Include any information and procedure regarding allowable price increases, decreases and/or price adjustments during the term of the contract. Inserting a price increase calculation/formula may be helpful. Also indicate that pricing should include F.O.B. destination to include delivery (shipping, handling, delivery fees, fuel surcharges).

**EXAMPLE:** Prices offered, as part of the bidder’s proposal to the [City of/County of] must be firm, fixed prices. Once a contract is awarded, the pricing must be constant for the [City of/County of]. Pricing may only change in accordance with the provision of the contract.
- Provide and reference a fee schedule as a separate attachment (or Exhibit) with itemized service descriptions, units of measure and a section for bidders to enter proposed pricing. Also, as part of the attachment (or Exhibit), include a separate or combined fee schedule for required equipment types, labor and a section for bidders to enter the hourly rates. Recommend inserting the following notes:

### EXAMPLE FEE/PRICING SCHEDULE FOR ILLUSTRATIVE PURPOSES ONLY:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Field Name and Description</th>
<th>Unit of Measure</th>
<th>Cost Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Part A.3: Pricing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Vegetative Collect and Haul</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Vegetative Debris from Public Property</td>
<td>Cubic Yard (CY)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vegetative debris collect and transport</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Vegetative Debris from Public Property to Final Disposal</td>
<td>Cubic Yard (CY)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vegetative debris collect and transport to final disposal site.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Management and Reduction</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Grinding</td>
<td>CY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grinding/chipping vegetative debris</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Air Curtain Burning</td>
<td>CY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Air Curtain Burning vegetative debris</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Compacting</td>
<td>CY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Compacting vegetative debris</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>DMS Management</td>
<td>CY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Preparation, management, and segregating at debris management site</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>C&amp;D Collect and Haul</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>C&amp;D Debris from Public Property and ROW to DMS</td>
<td>CY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C&amp;D debris collect and transport to DMS.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>C&amp;D Debris from Public Property and ROW to Final Disposal</td>
<td>CY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C&amp;D debris collect and transport to final disposal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Final Disposal</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>DMS to Final Disposal</td>
<td>CY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transport of processed debris from DMS to final disposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Local Catastrophic Debris Management Guide

### Tipping Fees

- **(Vegetative)**
  - Fee includes negotiated contract price or pass through amount for vegetative
  - CY

- **(Mix)**
  - Fee includes negotiated contract price or pass through amount for mix
  - CY

**NOTE:** All equipment descriptions submitted will be in accordance with the FEMA “Typed” resource definitions. All equipment rates include the cost of the operator, fuel and maintenance. All labor rates include the cost of personal protective equipment (PPE), including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings, and protective eyewear.

**EXAMPLE EQUIPMENT/LABOR RATE FEE SCHEDULE FOR ILLUSTRATIVE PURPOSES ONLY:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A.3: Equipment and Labor Rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Wheel Loader with debris grapple</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>Extended boom forklift with debris grapple</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>Skid Steer Loader with debris grapple</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>Skid Steer Loader with bucket</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Skid Steer Loader with street sweeper</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>CAT D4 Dozer</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>CAT D5 Dozer</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>Trackhoe with debris grapple</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>Trackhoe with bucket &amp; thumb</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>Rubber Tired Excavator with debris grapple</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>Self-Loader Scraper</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>Hand-Fed Debris Chipper</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>300--400 HP Horizontal Grinder</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>30 Ton Crane</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>50 Ton Crane</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>40-60 ft. Bucket Truck</td>
<td>$</td>
</tr>
<tr>
<td>17</td>
<td>Fuel/Service Truck</td>
<td>$</td>
</tr>
<tr>
<td>18</td>
<td>Water Truck</td>
<td>$</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>19</td>
<td>Portable Light Plant</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>Lowboy Trailer with Tractor</td>
<td>$</td>
</tr>
<tr>
<td>21</td>
<td>Flatbed Truck</td>
<td>$</td>
</tr>
<tr>
<td>22</td>
<td>Pick-up Truck (unmanned)</td>
<td>$</td>
</tr>
<tr>
<td>23</td>
<td>Self-Loading Dump Truck with debris grapple</td>
<td>$</td>
</tr>
<tr>
<td>24</td>
<td>Single Axle Dump Truck, 5 – 12 cubic yard</td>
<td>$</td>
</tr>
<tr>
<td>25</td>
<td>Tandem Axle Dump Truck, 16 – 20 cubic yard</td>
<td>$</td>
</tr>
<tr>
<td>26</td>
<td>Tandem Axle Dump Truck, 21 – 30 cubic yard</td>
<td>$</td>
</tr>
<tr>
<td>27</td>
<td>Tandem Axle Dump Truck, 31 – 50 cubic yard</td>
<td>$</td>
</tr>
<tr>
<td>28</td>
<td>Mobile Command and Communications Trailer</td>
<td>$</td>
</tr>
<tr>
<td>29</td>
<td>Laborer, with small hand tools, and traffic Control Flagperson</td>
<td>$</td>
</tr>
<tr>
<td>30</td>
<td>Skilled Sawman</td>
<td>$</td>
</tr>
<tr>
<td>31</td>
<td>Crew Foreman with cell phone</td>
<td>$</td>
</tr>
<tr>
<td>32</td>
<td>Operations Manager with cell phone</td>
<td>$</td>
</tr>
</tbody>
</table>

**Insurance**

In the bid response, bidder must provide a statement of its intent to obtain and maintain for the term of the contract (and any renewal periods or additional extensions) the minimum insurance coverage specified. Bidder should also describe other insurance coverage maintained by bidder in the ordinary course of business and provide proof of same in its bid response. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance.

**EXAMPLE LANGUAGE AND REQUIREMENTS:**

The awarded contractor is required, within five business days of award notification, to provide the [City of/County of] with current certificates of insurance or other proof acceptable to the [City of/County of]. Failure to submit acceptable proof of insurance within such time period may result in revocation of the award. Contractor will maintain the required insurance during the initial term and any renewal period exercised. Contractor is responsible for ensuring its subcontractors’ compliance with all requirements.

**EXAMPLE INSURANCE REQUIREMENTS/LANGUAGE:**

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of “A” or better from A.M. Best Company, Inc.
All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to the [City of/County of].

All required insurance contracts must:

- Be written on a primary and non-contributory basis with any other insurance coverages bidder currently has in place; and
- Include a Waiver of Subrogation Clause.
- All certificates of insurance for required coverage other than workers compensation and professional liability must name the [City of/County of] as additional insured.

Contractor shall:

- Provide written documentation to the [City of/County of] (PO Box, physical address, email address, etc.) at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to contractor’s performance under the contract; and
- Deliver all renewal policies at least ten calendar days prior to any expiration of a required policy to the [City of/County of] (PO Box, physical address, email address, etc.). All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.
- Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such contractor’s obligations under the contract.
**EXAMPLE TABLE BELOW IS PER STATE OF TEXAS REQUIREMENTS AND MAY BE DIFFERENT FOR LOCAL JURISDICTIONS:**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Each Occurrence/Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>$1,000,000 Each Employee</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$1,000,000 Policy Limit</td>
</tr>
<tr>
<td>Commercial General Liability (occurrence based)</td>
<td>Bodily Injury and Property Damage</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Each Occurrence Limit</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Aggregate Limit</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Products/Completed Operations Aggregate Limit</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Personal Injury and Advertising Liability</td>
</tr>
<tr>
<td></td>
<td>$50,000 Damage to Premises Rented</td>
</tr>
<tr>
<td>Commercial Vehicle Liability</td>
<td>$5,000,000 Combined Single Limit (for each accident)</td>
</tr>
<tr>
<td>All Owned, Hired and Non-Owned Vehicles</td>
<td></td>
</tr>
<tr>
<td>Umbrella/Excess Liability</td>
<td>$2,500,000 Per Occurrence</td>
</tr>
<tr>
<td>Additional Insurance</td>
<td>Additional insurance may be required depending on particular circumstances.</td>
</tr>
</tbody>
</table>

**Scope and Performance of Services:**

**Sample Language:**

Contractor agrees to perform contracted services in a professional and satisfactory manner and in compliance with the [City of/County of] applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be tolerable. Services, equipment and workmanship not conforming to the intent of the contract or meeting the approval of the [City of/County of] may be rejected. Replacements and/or modifications, as required, will be accomplished on a timely basis at no additional cost to the [City of/County of].
Depending on the nature of the event, the [City of/County of] estimates C&D debris to be [estimated] cubic yards and vegetative debris to be [estimated] cubic yards.

THE FOLLOWING ARE EXAMPLES ONLY OF TYPES OF SERVICES IN THE SCOPE/STATEMENT OF WORK:

Emergency Push/Road Clearance:
Contractor shall complete the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the [City of/County of], typically completed within the first 70 hours following the activation of the contract, unless notified otherwise by the [City of/County of]. Time and material rate will apply.

Debris Removal from Public Right-of-Way (ROW):
As directed by the [City of/County of], contractor will load and haul all eligible debris to an approved Temporary Debris Staging and Reduction Site (TDSRS) or other disposal destination. All collection, hauling and site maintenance will be consistent with Federal requirements applicable to the disaster incident. Contractor will maintain compliance with all Federal, State and Local requirements for maintenance of the site or sites. Contractor will ensure compliance with orders from the [City of/County of] regarding collection, hauling and disposal of hazardous wastes and/or other categories of debris.

Debris Clearance/Removal from Public Property:
As directed by the [City of/County of], contractor will clear eligible debris from public property, load and haul all debris to a designated Temporary Debris Staging and Reduction Site (TDSRS). The sites [will be or may be] furnished by the contractor.

Demolition of Structures and Construction Debris Removal:
As directed by the [City of/County of], contractor will demolish insecure structures and remove debris determined by the [City of/County of] to be a threat to the health and safety of the public. No entry upon or onto private property shall occur unless specifically authorized by the [City of/County of], prior to entry. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

Private Property Waivers/Private Property Debris Removal (Additional authorization required for PA Eligibility):
As directed by the [City of/County of], if approved, contractor will remove debris from private property (PPDR). The [City of/County of] will direct all actions to secure necessary permissions, waivers, and ROE Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All actions will be consistent with Federal requirements applicable to the disaster incident.

**Debris Separation/Reduction and Temporary Debris Staging and Reduction Site (TDSRS) Management:**

The contractor will manage [or procure] the TDSRS to accept and process all incident related debris. All actions will be implemented by the contractor only with the prior approval of the [City of/County of].

Activities of the contractor will include, but are not limited to:

- Ensure that only debris authorized by the Emergency Management Coordinator or designee will be allowed in the TDSRS sites.
- Provide to the [City of/County of] a date and time stamped video record of the pre- and post-use site conditions.
- Prepare a plan of proposed site layout and review with the [City of/County of] prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the [City of/County of] for approval prior to its implementation.
- Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDSRS.
- Build and/or maintain roads as necessary for TDSRS operation.
- Provide and/or construct and maintain safe, stabilized, covered inspection towers sufficient for a minimum of [2-3] inspectors; Towers will be positioned at any entrance and all/any exit of the TDSRS.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the TDSRS to those determined by the [City of/County of].
- Process debris in compliance with local, state, and federal requirements, by methods that may include, but not be limited to: grinding, or other methods of reduction, such as compaction, as approved by the [City of/County of].
- Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste and store in compliance with all local, state, and federal requirements and as approved by the [City of/County of].
▪ Develop and implement, with the approval of the [City of/County of], a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDSRS.

▪ Provide the [City of/County of] with proper and acceptable documentation (including destination, tickets, volume/weight, etc.) for final disposal of debris accepted at the TDSRS. Upon closure of the TDSRS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.

▪ As directed by the [City of/County of], sod, hydro-seed or sprig the property once all other site closure issues have been addressed.

▪ Secure necessary licenses and permits to operate the TDSRS site.

**Designation and Management of Staging Areas:**
Contractor shall identify staging areas in collaboration with the [City of/County of] for the purposes of truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all contractor and sub-contractor personnel. The [City of/County of] will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

**Cost of Services:**
Contractor shall bear all of its own operating costs and is responsible for all permit and licenses and fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services and comply with state and federal requirements. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the [City of/County of], the contractor shall be reimbursed as specified in [Section/Exhibit].

**Contractor representative and General Operations Plan:**
Contractor shall have a knowledgeable and responsible representative report to the Emergency Management Coordinator or designee and provide a copy of the contractor's General Operations Plan within seven [7-10] calendar days following the execution of the contract. The [City of/County of] will approve the General Operations Plan prior to its implementation within the [City of/County of]. The contractor’s representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in the contract and contractor’s General Operations Plan.
Mobilization:
When a notice of mobilization in advance of an event has been received by contractor, they will make all necessary arrangements to mobilize a minimum of [25% - 50%] of the required resources within [36 - 48] hours and 100% of the required resources within [72 - 96] hours to commence and conduct these contracted services. The [City of/County of] may take other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the [City of/County of].

Supervision by Contractor:
Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. Contractor, employees and subcontractors shall each wear readily identifiable photo identification at all times when working in Bellaire. All communications given to the project manager by the Emergency Management Coordinator or designee shall be as binding as if given to contractor.

Self-sufficiency of Contractor and Sub-contractors:
The contractor shall ensure that its work force, including sub-contractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

Damages by Contractor:
Contractor shall be responsible for conducting all operations, whether contemplated by the contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and sub-contractors. Contractor must report such damage to the Emergency Management Coordinator or designee in writing within [12 – 24] hours. Reports must include pictures. Should any property be damaged due to negligence on the part of the contractor, the [City of/County of] may either bill contractor for damages, withhold funds due, or the contractor may also repair all damage to the satisfaction of the [City of/County of]. The [City of/County of] shall make the determination of whether negligence has occurred.
Contractor’s Disposal of Debris:

Unless otherwise directed by the [City of/County of], the contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the [City of/County of]. The locations of the TDSRS and final disposal sites shall be determined by the [City of/County of] and utilized by the contractor. The [City of/County of] may allow separate unit prices for delivery and disposal of debris to TDSRS and final disposal. Upon request from the contractor, other sites may be utilized as directed and/or approved by the [City of/County of].

Multiple, Scheduled Passes:

Contractor shall make scheduled make at least three passes of each area impacted by the event, at the direction of the [City of/County of]. The [City of/County of] shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the [City of/County of]. The Contractor will document the completion of all passes based on the direction from the [City of/County of] and will provide this documentation to the [City of/County of] on the frequency requested by the [City of/County of].

Clean as You Go Policy:

The Contractor shall provide a “clean as you go” policy. The contractor shall supervise and enforce such policy during debris management operations. The contractor shall ensure that the clean-up and/or remediation site(s) are restored to its pre-release condition or as approved by the [City of/County of] and required by the TCEQ, FEMA or any other pertinent entity.

Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the [City of/County of]. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a ROE Agreement has been obtained prior to any private property entry. Careful attention will be paid to the [City of/County of] tree canopies and every effort will be made by the contractor to minimize tree damage.
Security of Debris during Hauling:
Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with TXDOT guidelines. All trucks and trailers hauling debris shall have sturdy covers secured in place to prevent debris from being lost in transit. As required, contractor will survey the primary routes used by contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

Traffic Control:
Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

Work Days/Hours:
Work days and/or work hours shall be as directed by the [City of/County of] following consultation and notification to contractor. Working hours on holidays shall be at the discretion of the [City of/County of]. Typical working hours are from [7:00 am through 7:00 pm] shifts, [seven days] per week, or by until the project completion.

Hazardous and Industrial Wastes:
The Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan. This Plan will be in accordance with all local, state and Federal requirements and will be approved by the [City of/County of]. In accordance with this Plan, the contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste.

Utilizing Local Resources:
Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within the geographic region of the affected jurisdiction.
Documentation, Certifications and Reports

Reports:
Contractor shall submit periodic, written reports in a format required by the [City of/County of] documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

Daily Reports:
Contractor shall submit a report to the [City of/County of] designee by [identify a specific time] of each business day of the term of the Task Order. Daily reports shall detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of contractor’s operations within [24 hours].

Weekly Summaries:
A summary of all information contained in the daily reports as described in [Section], within [number of days] of the close of the week. The submitted weekly data will also include: collection contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDSRS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

Report Delivery:
Each report will contain at a minimum the following information:
- Contract number
- Daily and cumulative hours for each piece of equipment, if appropriate.
- Daily and cumulative hours for personnel, by position, if appropriate.
- Volumes of debris handled.

Data Reconciliation:
Reconciliation of data will be accomplished weekly between the contractor and the [City of/County of] representative. All discrepancies will be resolved within [number of days].
**Final Project Closeout:**

Upon final inspection and/or closeout of the project by the [City of/County of], contractor shall prepare and submit a detailed description of all debris management activities in an [electronic] spreadsheet, to include but not limited to: the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the contractor, plus the total cost of the project invoiced to the [City of/County of]. Contractor shall provide, upon request of the [City of/County of] and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the [City of/County of]. Final project reconciliation must be approved by the [City of/County of].

**Certifications:**

Contractor will adhere to the process for certification of personnel and vehicles established by the [City of/County of] and will include the following:

**Certification of Vehicles and Load Capacity:**

Contractor shall ensure that all equipment is certified in accordance with most current [City of/County of] procedures. After a disaster, the [City of/County of], or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor and approved by the [City of/County of].

All contractor and sub-contractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all-applicable motor vehicle safety requirements at all times. Drivers shall possess valid licenses. Truck and trailer body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck and trailer will receive two placards, one each of which shall be affixed on opposite sides of the truck or trailer body and shall be visible and legible at all times. The truck or trailer driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records.

**Certification of Personnel:**

Truck and trailer body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck and trailer will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The truck or trailer driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records.
Senior management personnel of the contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of the [City of/County of].

Senior, supervisory personnel of the contractor and all sub-contractors will have received training in debris management, and the implementation of the National Incident Management System (NIMS).

Personnel assigned by the contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the [City of/County of].

Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state and federal statutes and regulations.

Upon their deployment for field operations, all contractor and sub-contractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

**Utilization of a Standardized “Load Ticket”:**

Contractor and all sub-contractors will utilize an industry standard FEMA complaint “load ticket” for documenting each load of debris from its origin to the TDSRS and/or final disposal location, as indicated. This may take the form of an electronic or “paperless” version.

**Additional Supporting Documentation:**

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by contractor as may be required by the [City of/County of] and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

**Report Maintenance:**

Contractor will be subject to audit by federal, state and local agencies pursuant to the contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than [number of years]

**Work Safety:**

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the [City of/County of] and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.
**Inspection of Contractor Operations:**
All trucks, trailers, and debris shall be subject to inspection by the [City of/County of] and other public authorities to ensure compliance with the contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The [City of/County of] will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation at any time upon request.

**Corrective Actions Required of Contractor:**
When instructed by the emergency management coordinator or designee, the contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the [City of/County of] in its sole discretion and notify the [City of/County of] within [number of hours].

**Ineligible Work:**
The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material not authorized by the city or that does not meet the eligibility requirements identified in [Section].

**Eligibility Inspections:**
Debris monitors shall inspect each load, or shall inspect at some other frequency of the [City of/County of] direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

**Eligibility Determinations:**
If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and contractor will not invoice the [City of/County of] for such loads. The [City of/County of], through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

**Other Agencies:**
The term “government” as used in the contract refers to those governmental agencies which may have a regulatory or funding interest in the contract.
Federal Requirements:

During the performance of this contract, the contractor agrees as follows:

▪ Will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin

▪ Will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

▪ Agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

▪ Will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Compliance with the Contract Work Hours and Safety Standards Act-Overtime Requirements:
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages:
In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

Withholding for unpaid wages and liquidated damages:
The (write in the name of the federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or
subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts:
The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs through (4) of this section.

Compliance with the Clean Air Act and Federal Water Pollution Control Act

Clean Air Act:
The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:
The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment:
This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Procurement of Recovered Materials:**

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

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

**Access to Records:**

The following access to records requirements apply to this contract:

- The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- The contractor agrees to provide the FEMA Administrator or their authorized representative’s access to construction or other work sites pertaining to the work being completed under the contract.
- The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

Steps to assure that small and minority businesses and women's business enterprises are used when possible:

When subcontracting, the contractor shall take the following affirmative steps:

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

General Terms and Conditions

Affirmations:

Submitting a Proposal with a false statement is a material breach of contract and the Proposal or the Contract will be void. Respondent will be removed from all Proposal lists. By submission of a signed Proposal, the Respondent certifies the following.

Respondent has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Violation of this requirement may result in the termination of the Contract at CPA’s discretion.
Respondent waives any claim against and releases CPA, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Respondent and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

Respondent will promptly notify CPA in the event that any representations and warranties provided in this Contract are no longer true and correct. Respondent acknowledges that all of its representations and warranties contained in any part of its Proposal and this Contract are material and have been relied upon by the CPA in selecting the Respondent for the award of the Contract. Further, the Respondent warrants and represents that all of its statements and representations made to the CPA prior to being awarded the Contract are material, true and correct.

**Civil Rights:**
The Respondent agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. Respondent will comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 C.F.R. Part 60, “Office of Federal Contract Compliance Programs, and Equal Employment Opportunity Department of Labor.”

**Prohibition on Lobbying:**
By submitting a Proposal, Respondent hereby represents and warrants that, pursuant to 15 U.S.C. Section 1, et seq. and Texas Business and Commerce Code Section 15.01, et. seq., neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.

**Copyrights and Publications:**
Contractor understands and agrees that, where activities supported by the contract produce original books, manuals, films, or other original material, contractor may copyright the works subject to the reservation by CPA and affected Customers of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or political subdivision purposes:
▪ the copyright in the works developed under the Contract, and
▪ any rights of copyright to which Contractor purchases ownership with funding from the Contract.

Contractor may publish, at its expense, the results of contract performance with prior CPA review and approval of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from CPA and Customers. Contractor must provide one copy of any such publication to CPA. CPA reserves the right to require additional copies before or after the initial review. Contractor must provide all copies free of charge to CPA.

**Indemnification and Liability**

**Acts or Omissions:**
Contractor shall indemnify and hold harmless the [City of/County of], AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**Infringements:**
Contractor shall indemnify and hold harmless the [City of/County of], AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor’s written approval, (iii) any modifications made to the product by the Contractor pursuant to [City of/County of] specific instructions, (iv) any intellectual property right owned by or licensed to [City of/County of], or (v) any use of the product or service by Customer that is not in
conformity with the terms of any applicable license agreement. c) If Contractor becomes aware of an actual or potential claim, or [City of/County of] provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against [City of/County of], shall), at Contractor’s sole option and expense; (i) procure for the [City of/County of] the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that [City of/County of] use is non-infringing.

**Taxes/Workers’ Compensation/Unemployment Insurance – Including Indemnity**

CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR’S AND CONTRACTOR’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. [City of/County of] SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO [City of/County of].

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE [City of/County of], AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. CONTRACTOR AND THE [City of/County of] AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**Contractor Liability for Damage to Government Property:**

Contractor is liable for all damages to government-owned, leased, or occupied property and equipment caused by Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Contractor must notify the [City of/County of] Contract Manager in writing of any such damage within one calendar day.
Force Majeure:

[City of/County of] and Contractor will not be responsible for delays in performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of [City of/County of] or Contractor.

In the event of an occurrence under this Section, the [City of/County of], or Contractor (Parties) will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Party will immediately notify the other Party(ies) by telephone (to be confirmed in writing within five calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Compliance with Laws; Dealing with Public Servants:

The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) Texas Penal Code § 36.02, which prohibits bribery; (ii) Texas Penal Code § 36.09, which prohibits the offering or conferring of benefits to public servants; (iii) Texas Government Code § 2155.003, which prohibits the chief clerk or any other employee of the [City of/County of] from having an interest in, or in any manner be connected with, a contract or Proposal for a purchase of goods or services by [City of/County of] or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.

Contractor must give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract. Except where otherwise expressly required by applicable laws and regulations, [City of/County of] is not responsible for monitoring Contractor’s compliance with any laws or regulations. If Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, Contractor bears all claims, costs, losses and damages caused by, arising out of or resulting from such performance.

Insurance and Other Security:

Respondent represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage required specifically by [reference Section] of this RFP and generally to ensure proper fulfillment of the Contract and its liabilities thereunder. Respondent will insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same. Such insurance must comply with Texas statutory requirements and also cover any cargo being delivered to [City of/County of].
Deceptive Trade Practices; Unfair Business Practices:

Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practice violations under Texas Business and Commerce Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit. Respondent represents and warrants that it has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and further certifies that such officers have not been found to be liable for any such practices in such proceedings.

Immigration:

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C.§ 1101 et seq.) and all subsequent immigration laws and amendments.
**Attachment E: Sample Monitoring Forms**

For more information, please see [FEMA Debris Management Guide](#).

<table>
<thead>
<tr>
<th>Load Ticket</th>
<th>Ticket No. 0012345</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipality (Applicant)</td>
<td>Prime Contractor</td>
</tr>
<tr>
<td>Sub-Contractor</td>
<td></td>
</tr>
</tbody>
</table>

**Truck Information**

<table>
<thead>
<tr>
<th>Truck No</th>
<th>Capacity</th>
</tr>
</thead>
</table>

**Truck Driver (print legibly)**

**Loading Information**

<table>
<thead>
<tr>
<th>Loading</th>
<th>Time</th>
<th>Date</th>
<th>Inspector/Monitor</th>
</tr>
</thead>
</table>

**Location (Address or Cross Streets)**

**When Using GPS Coordinates use Decimal Degrees (N xx.xxxxx)**

<table>
<thead>
<tr>
<th>N</th>
<th>W</th>
</tr>
</thead>
</table>

**Unloading Information**

**Debris Classification**

<table>
<thead>
<tr>
<th></th>
<th>Estimated %, CYs, or Actual Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vegetation</td>
<td></td>
</tr>
<tr>
<td>C&amp;D</td>
<td></td>
</tr>
<tr>
<td>White Goods</td>
<td></td>
</tr>
<tr>
<td>HHW</td>
<td></td>
</tr>
<tr>
<td>Other* See Below</td>
<td></td>
</tr>
</tbody>
</table>

**Unloading**

<table>
<thead>
<tr>
<th>Time</th>
<th>Date</th>
<th>Inspector/Monitor</th>
</tr>
</thead>
</table>

DMS Name and Location

*Other Debris Explanation

Original: Applicant
Copy 1: Copy 2: Copy 3:
# TRUCK CERTIFICATION FORM

## General Information

<table>
<thead>
<tr>
<th>Applicant:</th>
<th>Monitor:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Measurement Location:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Declaration Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

## Truck Information

<table>
<thead>
<tr>
<th>Make</th>
<th>Year</th>
<th>Color</th>
<th>License</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Truck Measurements

<table>
<thead>
<tr>
<th>Performed By:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Volume Calculated By:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Both Checked by:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Driver Information

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

## Owner Information

<table>
<thead>
<tr>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

## Truck Identification

<table>
<thead>
<tr>
<th>Truck Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

## Truck Capacity

<table>
<thead>
<tr>
<th>Truck Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Photo</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

*(See reverse for calculation worksheet)*
DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES

60 Percent Debris Load in Truck
If truck bed measured 20 cubic yards (CY), this 60 percent load would be 12 CY.

75 Percent Debris Load in Truck
If truck bed measured 20 CY, this 75 percent load would be 15 CY.

85 Percent Debris Load in Truck
If truck bed measured 20 CY, this 85 percent load would be 17 CY.

95 Percent Debris Load in Truck
If truck bed measured 20 CY, this 95 percent load would be 19 CY.

85 Percent Debris Load in Truck w/ No Tailgate
This truck has no structural tailgate—the capacity would automatically be reduced from 20 CY to 17 CY (85 percent reduction). Then the debris load itself is 85 percent of fully loaded—14.5 CY.

75 Percent Debris Load in Truck w/ No Tailgate
This truck has no structural tailgate—the capacity would automatically be reduced from 20 CY to 17 CY (85 percent reduction). Then the debris load itself is 75 percent of fully loaded—12.8 CY.
<table>
<thead>
<tr>
<th><strong>DEBRIS MONITOR GUIDELINES FOR ESTIMATING QUANTITIES</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1" alt="Truck without a structural tailgate. Its maximum load is automatically reduced to 85 percent of the rated truck size." /></td>
<td><img src="image2" alt="Truck without a tailgate. Its load capacity is automatically reduced to 85 percent. Slat-sided trucks may not be capable of being mechanically compacted. This means the truck capacity should be further reduced." /></td>
</tr>
<tr>
<td><img src="image3" alt="Truck without a tailgate. Its maximum load capacity is reduced to 85 percent. This truck is claimed to be ‘fully loaded’ with branches sticking above the top and beyond the back of the truck bed—the actual load is only 75 percent." /></td>
<td><img src="image4" alt="Truck with branches extending above the top of the truck sides. Although claiming to be ‘fully loaded,’ the load is filled with air pockets and the actual load is only 70 percent of the rated load capacity." /></td>
</tr>
<tr>
<td><img src="image5" alt="This 20-CY roll-off container has a tailgate (in open position). The load appears to be near top of truck sides and was estimated at 85 percent. The assessment was done from the ground; no monitor tower was used at this DMS (see next photograph)." /></td>
<td><img src="image6" alt="This is the actual load from the 20-CY container truck shown on left. It measures approximately 4 CY when on the ground." /></td>
</tr>
</tbody>
</table>
Attachment F: Debris Categories and Forecasting

The quantity and type of debris generated is a function of the type of disaster, its location and its magnitude, duration and intensity. The quantity and type of debris generated, its location and the size of the area over which it is dispersed directly impacts the collection and disposal methods used to address the debris problem, associated costs incurred and the speed with which the problem can be addressed.

The following is a list of the disasters in Texas that are most likely to generate a significant quantity of debris and the type of debris that is likely to be generated.

### Major Categories of Disaster Debris in Texas

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Hurricane</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Ice Storm</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Plant or Animal Disease</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Tornado Severe Weather</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Wildfire</td>
<td>X</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Human-Caused Incidents</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

### Debris Characteristics of Texas Disasters

The following tables identify the characteristics of the debris associated with the primary debris-generating disasters in Texas. Many of these debris types will be generated by more than one type of disaster. The magnitude and mix of debris will vary considerably between disasters.
### Construction and Demolition (C&D)

<table>
<thead>
<tr>
<th>Debris Includes:</th>
<th>Building construction materials (wood, drywall, shingles, flooring, etc.); building contents and personal property (furnishings, clothing, appliances, personal items, vehicles, tires, etc.); utility poles, wires and equipment (telephone, electric, cable TV, etc.).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generated From:</td>
<td>Can be present in many disasters. In Texas, C&amp;D debris occurs primarily with tornadoes, severe storms, floods, wildfires and ice storms. It may also occur with human–caused incidents that result in physical damage (e.g. bombings).</td>
</tr>
<tr>
<td>Considerations:</td>
<td>C&amp;D debris must be evaluated to consider the potential presence of asbestos and other potentially hazardous materials. If materials are to be recycled, certain materials (e.g., metals, wood, concrete, tires, etc.) can be separated first from the general C&amp;D debris.</td>
</tr>
</tbody>
</table>

### Vegetative Materials

<table>
<thead>
<tr>
<th>Debris Includes:</th>
<th>Trees, limbs, brush, leaves, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generated From:</td>
<td>Occurs primarily with tornadoes, severe storms, floods, ice storms, widespread plant disease outbreaks and widespread insect infestations.</td>
</tr>
<tr>
<td>Considerations:</td>
<td>Debris within streets must be cleared quickly to allow emergency vehicle access. Much of the clean waste can be re-used through grinding, chipping, shredding, composting, etc.</td>
</tr>
</tbody>
</table>

### White Goods

<table>
<thead>
<tr>
<th>Debris Includes:</th>
<th>Window frames, sheet metal siding and roofing, cast iron tubs/sinks, railings, mobile home frames, metal parts from cars, metal furnishings (e.g., chairs, tables, file cabinets, etc.), appliances (e.g., washers, dryers, refrigerators, stoves, etc.—also known as “white metals” or “white goods”), bed frames, metal pipes, personal belongings that are metal (e.g., tools, picture frames, etc.).</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generated From:</td>
<td>Occurs primarily with tornadoes, severe storms, floods, wildfires, and human-caused incidents that result in physical damage.</td>
</tr>
</tbody>
</table>
### White Goods

**Considerations:** Some metals might be suitable for recycling and should be separated first. Care must be exercised to ensure that fluorocarbon refrigerants are removed from cooling units of refrigerators and freezers.

### Animal Carcasses

**Debris Includes:** Farm animals, wild animals (wildlife), domestic animals.

**Generated From:** Occurs primarily with tornadoes, severe storms, floods and widespread animal disease outbreaks.

**Considerations:** Depending on the circumstances, it may be necessary to work with state/local health officials to develop advisories to protect the health and safety of the public.

### Household Hazardous Waste (HHW)

**Debris Includes:** Paints, cleaners, oils, batteries, pesticides, propane tanks, etc.

**Generated From:** Occurs primarily with tornadoes, severe storms, floods, wildfires and human-caused incidents that result in physical damage.

**Considerations:** HHW items contain potentially hazardous ingredients that require special care when they are collected, stored and disposed of. Improper disposal of these wastes can pollute the environment and pose a threat to human health. HHW should be separated at the source and managed separately to avoid contaminating the non-hazardous debris. HHW should be collected using a separate collection process, if possible. Certain types of HHW may have to be hauled to a licensed hazardous waste treatment, storage, or disposal facility in accordance with applicable TCEQ regulations.

### Industrial Hazardous Waste (IHW)

**Debris Includes:** Industrial chemicals, paints, solvents, cleaners, oils, fluids, batteries, pesticides, etc.
### Industrial Hazardous Waste (IHW)

<table>
<thead>
<tr>
<th><strong>Generated From:</strong></th>
<th>Occurs primarily with tornadoes, severe storms, floods, wildfires and human-caused incidents that result in physical damage.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Considerations:</strong></td>
<td>See HHW note above. Most IHW must be hauled to a licensed hazardous waste treatment, storage, or disposal facility in accordance with applicable TCEQ regulations. Certain types of IHW can be extremely hazardous to public health and may pose a danger to public safety as well.</td>
</tr>
</tbody>
</table>
Attachment G: Debris Removal from Private Property Special Considerations

Debris removal from private property is the responsibility of the individual property owner, aided by insurance settlements and assistance from volunteer agencies. The city normally has responsibility for picking up and disposing of debris from private property placed on the curb or street side. Energy and utility companies will clear trees and other yard debris to reach and stabilize the power distribution network.

Debris removal from private property, including demolishing condemned structures, is generally the responsibility of the property owner. The cost of debris removal and disposal may be wholly or partly covered by insurance. In limited circumstances, based on the severity of the impact of an incident, FEMA may determine that debris removal from private property is eligible under the PA Program.

If debris on private property is so widespread that public health, safety or the economic recovery of the community is threatened, the local jurisdiction, at the direction of the senior executive officer, may consider debris removal, including building demolition on private property.

Homeowners and their insurance companies are primarily responsible for the removal of damaged property. The property may be transported to a landfill and/or it may be placed on the curb for city pickup.

Most insurance policies have specific coverage for debris removal and demolition of heavily damaged structures. FEMA assistance is not available to reimburse private property owners for the cost of removing debris from their property; however, an eligible local or state government may pick up and dispose of disaster-related debris placed at the curb by those private property owners. Generally, the extent and duration of this type of work is carefully controlled. FEMA, state and local officials will agree on a time frame during which pick-up from the curb will be eligible for Public Assistance funding.

If the debris on private business property is so widespread that public health, safety or the economic recovery of the community is threatened, the actual removal of debris from the private property may be eligible. In these situations, the work normally must be done or be contracted for by an eligible applicant. This debris removal must be in the public interest, not merely benefiting an individual or a limited group of individuals within the community. The written request must be provided by the local jurisdiction providing a basis for a public interest determination.

Debris Eligible for Public Assistance Funds

Debris that may be eligible for clearance, removal and disposal includes trees, sand, gravel, building wreckage, vehicles and personal property. The debris must be a direct result of the declared event, must occur within the designated disaster area and must be the responsibility of the applicant at the time of the disaster. Debris removal may be eligible when it:
▪ Eliminates immediate threats to lives, public health and safety.
▪ Eliminates immediate threats of significant damage to improved public or private property.
▪ Ensures economic recovery of the affected areas to the benefit of the community-at-large.
Attachment H: Texas Commission on Environmental Quality Debris Form

Jurisdictions can access this form to request TCEQ approval of temporary debris management sites for debris resulting from a declared state or federal disaster.

**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)**

**REQUEST FOR APPROVAL OF TEMPORARY DEBRIS MANAGEMENT SITE FOR DEBRIS RESULTING FROM DECLARED STATE OR FEDERAL DISASTER**

**REQUIREMENTS:**
- The owner of the property should submit this request to temporarily store debris to the appropriate TCEQ Regional Office: [http://www.tceq.texas.gov/about/directory/region/reglist.html](http://www.tceq.texas.gov/about/directory/region/reglist.html). Material stored for longer than the approval period may be considered solid waste and the site may be subject to permitting requirements and Texas Administrative Code (TAC) Chapter 330 rules, including providing financial assurance for the site.
- Requests may be submitted prior to a disaster; however, the owner or operator of the property may not store or process debris on the site until a state or federal declared natural disaster occurs. Once the owner or operator of the property decides to use the site, notice must immediately be made to the local TCEQ Regional Office. If this request is submitted prior to a declared disaster, the owner/operator must resubmit this form to the TCEQ once a disaster has been declared to confirm the site General Conditions.
- IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO MEET ALL GENERAL CONDITIONS AT THE TIME OF USE. This notice does not allow any activity that creates or contributes to a nuisance condition and only applies to the management of debris generated by a declared natural disaster.

**NAME OF DECLARED DISASTER:**
(To be updated during site activation notification)

**REQUESTING AUTHORIZATION FOR A (Check all that apply):**
- [ ] Staging/Stockpiling Site  [ ] Emergency Burial Site  [ ] Emergency Burn Site  [ ] Wood Chipping Site

**SITE INFORMATION:**
- Site Name: ____________________________
- Site Address: ____________________________
- Location and/or Directions to Site: ____________________________
- Nearest City: ____________________________ County: ____________________________
- Site Lat/Long (in decimal degrees to 6 decimal places): ____________________________
- Site Legal Description: ____________________________

**SITE OWNERSHIP INFORMATION:**
- Site Ownership (Check one): [ ] Local Government  [ ] State or Federal Government  [ ] Private Landowner
- Site Owner Name: ____________________________
- Site Owner Address: ____________________________
- Site Owner Phone: ____________________________ Site Owner E-Mail: ____________________________
- Approximate Size of Property: ____________________________

**REQUESTOR INFORMATION (If different from property owner):**
- Requestor Name: ____________________________ Title: ____________________________
- Requestor Company Name: ____________________________
- Requestor Address: ____________________________ City: ____________________________ Zip Code: ____________________________
- Requestor Telephone: ____________________________ Fax: ____________________________ E-Mail: ____________________________
- Requestor Affiliation to Site: ____________________________
- Requestor Contact Person/Project Manager Name (If different): ____________________________
- Requestor Contact Person/Project Manager Phone: ____________________________ E-Mail: ____________________________

**SITE CONTRACTOR INFORMATION:**
- Site Contractor Name: ____________________________ Company Name: ____________________________
- Site Contractor Address: ____________________________
- Site Contractor Phone: ____________________________ E-Mail: ____________________________

TCEQ-20660 (Rev. 03/29/2015)
PLEASE ATTACH MAP OF SITE. INCLUDE ACCESS POINTS, DEBRIS PILE AREAS, GRINDER/TRENCH BURNER LOCATION, OFFICE OR TRAILERS, ETC.

Distance from Debris Pile to Nearest Property Line: 
Distance from Debris Pile to Nearest Building: 
Building use: ________________________ (residential, commercial, school, daycare, etc.)

Distance from Processing Site Location to Nearest Property Line: 
Distance from Processing Site Location to Nearest Building: 
Building use: ________________________ (residential, commercial, school, daycare, etc.)

Type of Debris: □ Mixed construction & demolition; □ Vegetative; □ Putrescible Waste;
□ Other (Please specify) ________________

Purpose: □ Staging /Stockpiling; □ Burial; □ Chipping/Grinding; □ Recycle; □ Open Burn; □ Air Curtain
Incinerator; □ Other (Please specify) ________________

Ultimate disposal: □ Authorized Off-site Landfill; □ Beneficial Use; □ Burn; □ Recycling;
□ Other (Please specify) ________________

Volume of Material, estimate: __________ cubic yards (to be updated during the site activation
notification)

Burn Dates: From __________ to __________ (to be updated during the site activation notification)

SPECIAL SITE SPECIFIC INFORMATION & CONDITIONS:
Was this site previously used or approved for debris management during previous disasters?

________________________________________________________

Other

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________
(Applicants Do Not Modify Beyond This Point)

GENERAL CONDITIONS

FOR APPROVAL OF TEMPORARY DEBRIS MANAGEMENT SITES
FOR DEBRIS RESULTING FROM DECLARED STATE OR FEDERAL DISASTER

All Sites:
☐ Approval is for 90 days from the date of the declared state or federal disaster.
☐ Notification MUST be made to the local TCEQ Regional Office for your area prior to site use:
  http://www.tceq.texas.gov/about/directory/region/reglist.html
☐ Consult with the local TCEQ Regional Office for additional guidance.
☐ Contact the TCEQ Regional Office for your area for additional approvals or extensions to the approved period.
☐ You must have local government approval. Provide written documentation of local government approval.
☐ Ensure that site is located above the 100-year floodplain, or has an authorization from the local floodplain administrator. (The floodplain map used for locating the site must be from an original Flood Insurance Rate Map prepared by FEMA, a copy of the Flood Prone Area Map prepared by the U.S. Geological Survey or an equivalent constructed map that depicts the limits and elevations of any 100-year floodplain on or adjacent to the proposed site).
☐ Ensure that site is located outside any known wetlands.
☐ Ensure that site is located at least 1/4 mile from a public or private water supply (surface or ground).
☐ Ensure that site is a minimum of 1/4 mile from any known caves, springs, and streams.
☐ Debris shall be separated into piles no larger than 4,000 cubic yards.
☐ If the site will receive any putrescible waste that may attract birds, it must be located at least 5,000 feet from any airport runway used only by piston-engine aircraft, or within 10,000 feet of any airport runway used by turbojet aircraft, except as may be approved by the United States Federal Aviation Administration.
☐ Any hazardous materials, asbestos, and PCBs must be separated and disposed of appropriately.
☐ 24-hour control of the site must be maintained to prevent unauthorized disposal at the site.
☐ Refer to the following FEMA websites for requirements for FEMA reimbursement:
  Public Assistance Grant Program: https://www.fema.gov/public-assistance-policy-and-guidance
☐ If material is stored for longer than the approved period, it may be considered solid waste and the site may be subject to permitting requirements and TAC Chapter 330 Rules. No debris may be brought to the site prior to a declared disaster. All conditions in this document shall be met at the time of use. TCEQ personnel will be periodically monitoring these sites and any deviation from this approval (without prior authorization) can lead to possible regulatory actions.

Staging/Stockpiling Sites ONLY:
☐ Provisions must be in place to separate for proper disposal according to guidance provided by the local TCEQ Regional Office, to ensure that prohibited wastes such as batteries, used oil or oil filters, tires, appliances containing CFCs (such as refrigerators or air conditioners), bulk liquids, PCBs, or industrial hazardous wastes are not shipped to a Municipal Solid Waste (MSW) landfill.
☐ Items such as electronics, white goods, paints/solvents, plastics, insulated wire, asbestos materials, aerosol or pressurized containers, and other household hazardous wastes should be segregated to ensure proper disposal.

Emergency Burning Sites ONLY:
☐ Provide written notification to the TCEQ office for your area prior to burning (e-mail notification is acceptable).
☐ The County Judge MUST have received authorization from TCEQ for the burning of debris.
☐ Only vegetative debris and clean wood are authorized to be burned (wood that has not been painted, stained, laminated or treated with a preservative such as creosote, metals, pesticides, fungicides or other compounds).

TCEQ-20660 (Rev. 05/29/2015)
Provisions must be in place to exclude the burning of putrescible waste, treated wood, tires, electronics, white goods, paints/solvents, plastics, insulated wire, batteries, appliances, asbestos materials, aerosol or pressurized containers, and other household and non-household hazardous waste.

- Burning site should be located at least 300 feet from the nearest property line and other structures.
- Burning is authorized only during daylight hours.
- Materials to be burned should be reasonably dry to prevent excessive smoke.
- If the burning activity causes nuisance conditions or a traffic hazard, the burning activity must be immediately halted.
- No burning activity can occur on a closed landfill.
- Any burn or debris residue will either be disposed of in a landfill which has a current TCEQ permit, used for beneficial use, or buried in the trench at the time of the burn. Residue buried in the trench will have to be deed recorded in accordance with municipal solid waste regulations. Any beneficial use of ash must be approved by the local TCEQ Regional Office for agricultural amendments. Ash cannot be used on soils impacted by salt water.

**Vegetative Debris Chipping and Mulching Sites ONLY (for units of local, state or federal government):**

- Chipping and mulching of all vegetative debris will be located at least 50 feet from the nearest property line and other structures. Any beneficial use of mulch or wood chips must be approved by the local TCEQ Regional Office for agricultural amendments. Wood chips and mulch cannot be used on soils impacted by salt water.
- Fire suppression measures have been implemented and coordinated with the local fire marshal.

I have read and agree to comply with the conditions of this document.

Applicant Signature: ___________________________ Date: ___________________________

Name and Title: ________________________________________________________________

Affiliation: ________________________________________________________________

**IMPORTANT NOTE:** If this request is submitted prior to a declared disaster, the owner/operator must resubmit this form to the TCEQ once a disaster has been declared to confirm the site General Conditions.