

City of Grand Prairie, Texas Disaster Debris Management Plan

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This report has been prepared for the use of the client for the specific purposes identified in the report. The conclusions, observations, and recommendations contained herein attributed Beck Disaster Recovery, Inc. (BDR) constitute the opinions of BDR. To the extent that statements, information, and opinions provided by the client or others have been used in the preparation of this report, BDR has relied upon the same to be accurate, and for which no assurances are intended and no representations or warranties are made. BDR makes no certification and gives no assurances except as explicitly set forth in this report.

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ACRONYMS AND DEFINITIONS

44 CFR	Title 44 of the Code of Federal Regulations
BDR	Beck Disaster Recovery, Inc.
C&D Debris	Construction and Demolition Debris
City	City of Grand Prairie
DMS	Debris Management Site
DSG	Disaster Specific Guidance
EOC	Emergency Operations Center
ER Program	Emergency Relief Program
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FEMA 325	Debris Management Guide – FEMA Publication 325
FHWA	Federal Highway Administration
GDEM	Governor’s Division of Emergency Management
GIS	Geographic Information Systems
GPS	Global Positioning System
Handbook	Applicant Handbook
HHA	Hold Harmless Agreement
HHW	Household Hazardous Waste
MOU	Memorandum of Understanding
NRCS	National Resource Conservation Service
NOAA	National Oceanic and Atmospheric Agency
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PAO	Public Assistance Officer
PPE	Personal Protective Equipment
PIO	Public Information Officer
Plan	Disaster Debris Management Plan
PW	Project Worksheets
QA/QC	Quality Assurance/Quality Control
RFB	Request for Bids
RFP	Request for Proposals

ACRONYMS AND DEFINITIONS

ROE	Right-of-Entry
ROW	Right-of-Way
Stafford Act	Robert T. Stafford Disaster Relief and Emergency Assistance Act
State	The State of Texas
TCEQ	Texas Commission on Environmental Quality
TxDOT	Texas Department of Transportation
USACE	United States Army Corps of Engineers

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

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

Construction and Demolition Debris – FEMA Publication 325 defines construction and demolition (C&D) debris as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures. Current eligibility criteria include:

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

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

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

FEMA Publication 322 – Public Assistance Guide – Provides a general overview of the FEMA PA Program protocol immediately following a disaster. The PA Program provides the basis for the federal/local cost sharing program. This document specifically describes the entities eligible for reimbursement under the PA Program,

the documentation necessary to ensure reimbursement and any special considerations that local governments should be aware of to maximize eligible activities.

FEMA Publication 323 – Applicant Handbook – The Applicant Handbook (Handbook) is the official “how to” for local governments who are considering applying for reimbursement following a disaster through the PA Program. The Handbook provides the rules, procedures and sample documents that local governments need as the applicant to FEMA. The publication is formatted so that the applicant has a step-by-step guide for each phase of the reimbursement process including what information is critical to ensure reimbursement.

FEMA Publication 325 – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

- Eliminating immediate threats to lives, public health and safety;
- Eliminating immediate threats of significant damage to improved public or private property; or
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

Hanger – A hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for leaning trees according to FEMA Publication 325 are:

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

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

- The stump has 50 percent or more of the root-ball exposed;
- The stump is greater than 24 inches in diameter when measured 24 inches from the ground;
- The stump is located on a public right-of-way; and
- The stump poses an immediate threat to public health and safety.

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

ACRONYMS AND DEFINITIONS

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

Leaner – A tree is considered hazardous and defined as a “leaner” when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater, measured two feet from the ground or at chest height. The current eligibility requirements for leaning trees according to FEMA Publication 325 are:

- The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist);
- The tree has a split trunk or broken branches that expose the heartwood;
- The tree has fallen or been uprooted within a public use area; or
- The tree is leaning at an angle greater than 30 degrees.

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

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

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

Vegetative Debris – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public right-of-way by residents and volunteers. Current eligibility criteria include:

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

White Goods – As outlined in FEMA Publication 325, white goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White

goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only certified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

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

Authority

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

- City of Grand Prairie Emergency Management Plan
- The City of Grand Prairie is a signatory of the statewide mutual aid agreement.
- Code of Federal Regulations Title 44, Part 200 et seq.

Regulatory and Technical Assistance

Texas Commission on Environmental Quality (TCEQ):

- Issues emergency permits for debris incineration and advice and assistance for debris disposal; and
- Assistance on potential environmental impacts of debris removal and disposal operations.

Texas Department of State Health Services (TDSHS):

- Health and safety issues pertaining to debris removal and disposal operations.

Texas Historical Commission (THC):

- Responsible for review of any historical issues pursuant to Title 36 of the Code of Federal Regulations (36 CFR) Part 800.12.
- Review of post-disaster Debris Management Site (DMS) plan applications.

Texas Department of Transportation (TxDOT):

- Responsible for the design, construction and maintenance of the State highway system; and
- Acts as the lead agency for emergency roadway debris clearance, removal, and disposal efforts along State and Federal highways.

Texas Animal Health Commission (TAHC):

- Assistance regarding the disposition of dead animals.

Background

The City of Grand Prairie encompasses approximately 82 square miles and falls within 3 different counties, Dallas, Tarrant and Ellis, with extra-territorial jurisdiction in Ellis and Johnson Counties. The geographic location of the city makes it susceptible to tornadoes, flooding and thunderstorms. On May 2, 2007 a large thunderstorm with significant winds caused extensive damage throughout the region, including Grand Prairie. Over \$325,000 in property damages occurred and 300,000 homes and businesses throughout the Dallas-Fort Worth Metroplex were without power.

Another debris-generating event that Grand Prairie is consistently susceptible to is tornadoes. On April 10, 2008 a large tornado coupled with severe thunderstorms came through Dallas County causing immense damage throughout the area. Over 4 million dollars of property damage occurred with destruction present throughout the county. This challenged the capabilities of the state, Dallas County and various municipalities to be able to successfully manage debris cleanup.

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

Purposes of the Plan

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

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

General Approach and Assumptions

This Plan provides a coordinated response blueprint for the City; the City's monitoring firm and the City's debris removal contractor. To assist the City in expeditiously

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

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

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

Situation

Incident Description

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

Scenario 1: Low Probability – High Consequence

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

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

Section 1

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

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

Table 1-1
Enhanced Fujita (EF) Scale¹

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

Scenario 2: High Probability – Medium Consequence Impact

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

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

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

¹ The Enhanced Fujita Scale still is a set of wind estimates (not measurements) based on damage. It uses three-second gusts estimated at the point of damage based on a judgment of levels of damage to various indicators. These estimates vary with height and exposure. The 3 second gust is not the same wind as in standard surface observations. Standard measurements are taken by weather stations in open exposures, using a directly measured "one minute mile" speed.

Debris Volume Estimate

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

Table 1-2
Potential Disaster Events

Type of Event	Probability ²	Nature of Debris	Debris Generation Potential ³	Widespread Impact
Tornado	Medium	Vegetative Construction and Demolition (C&D) Household Hazardous Waste (HHW) Limited White Goods	Medium	Low
High Winds	High	Vegetative	Medium	High
Flood	Medium	Vegetative Construction and Demolition (C&D) HHW	Low to Medium	Medium
Man-Made	Low	C&D HHW	Low to Medium	Low

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

Debris Estimate - Scenario 1

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

² Likelihood of a particular event to occur over a period of time. A low probability is described as an event that may occur ever 100-500 years, medium event would be every 50 years and a high probability event may occur ever 10 to 20 years.

³ The ability of a particular event to produce debris based upon historical data on each event. High debris generation potential would be an event that generates more than 1,000,000 cubic yards of debris. Medium could generate more than 100,000 – 1,000,000 cubic yards and low could generate approximately 50,000 – 100,000 cubic yards of debris.

Section 1

Debris Forecast Formula

The forecasted amount of residential debris in the City is based on the following formula for a totally destroyed household as described in Section 6 of FEMA 325⁴:

$$L' \times W' \times S \times 20\% \times VCM = \text{___ cubic yards of debris}$$

- L = length of building in feet
- W = width of the building in feet
- S = height of building expressed in stories
- 20% = Reduction factor due to airspace in a single-family home; and
- VCM = Vegetative Cover Multiplier⁵

An estimate of a one-story, single family home that is approximately 1,500 square feet (30 feet by 50 feet) is used for this calculation. The following formula is used to derive the estimated amount of debris for a totally destroyed household.

$$30' \times 50' \times 1 \times 0.20 \times 1.3 = 390 \text{ cubic yards of debris}$$

Scenario 1 – Debris Forecast

A combination of relevant historical data and debris forecast calculations were used to develop the debris forecast in the High volume debris incident.

- The goal of the debris forecast analysis for a tornado scenario is to provide the City with a realistic amount of debris that could be generated by an incident.
- A Category F2 tornado could potentially cause a total loss or partial damage to numerous single-family homes in the City.
- The historical data from the Moore, Oklahoma tornado of 1999 and the Lake County, Florida tornadoes of 2007 act as the basis for the number of homes destroyed or partially damaged by the tornado.
- It is assumed that the majority of single family homes impacted by the storm lie within 0.25 miles of the storm's path.
- The number of single family homes destroyed or damaged by the tornado represents approximately 8 percent of the single family homes in the City.
- A factor of 50 percent is applied to the debris estimate for structures sustaining significant damage.
- A factor of 25 percent is applied to the debris estimate for structures sustaining partial damage.

Table 1-3 illustrates the estimated cubic yards that could be generated from a tornado incident.

⁴ July 2007 version

⁵ Medium vegetative cover multiplier is assumed

Table 1-3
Scenario 1 - Debris Forecast Analysis

	Number of Single Family Homes	CY/Home	Debris Quantities (CY)
Significant Damage	288	195	56,160
Partial Damage	576	97	55,872
Total			112,032

Based on the assumptions described above, the estimated debris forecast for a severe tornado, or similar high volume debris incident, is approximately 112,032 cubic yards.

Debris Estimate – Scenario 2

A high probability, moderate consequence incident that may impact the City may occur as a high-wind incident, snow/ice storm or moderate earthquake. Based on historical data of recent debris-generating incidents of that nature, the City could experience approximately 56,000 cubic yards of debris, primarily vegetative.

Debris Forecast Formula

The forecasted amount of residential debris in the City is based on the following formula. The vegetative factors are derived from guidance provided in Chapter 6 of FEMA 325. For the purposes of this plan, the medium-cover vegetative multiplier is assumed. That number is then multiplied by the total number of households in the City of Grand Prairie.

The vegetative cover multiplier is a measure of the amount of debris within a subdivision or neighborhood. The descriptions and multipliers are described as:

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

$$\text{Total Households} \times \text{VCM} = \text{Low Volume Debris Estimate}$$

Scenario 2 - Debris Forecast

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

- The goal of the debris forecast analysis for a high wind scenario is to provide the City with a realistic amount of debris that could be generated by an incident;
- A high wind event in the Dallas-Fort Worth Metroplex is a plausible scenario for a high frequency, medium consequence event;

Section 1

- For the purposes of this analysis only vegetative debris factors were utilized for the incident;

Table 1-4
Scenario 2 - Debris Forecast Analysis

Total Number of Households	Vegetative Cover Multiplier (VCM)	Debris Estimate (CY)
43,791	1.3	56,928

The estimated cubic yards for a high-wind incident to impact the City is approximately 56,928 cubic yards of debris.

Section 2

ROLES AND RESPONSIBILITIES

Administration and Logistics

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

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

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

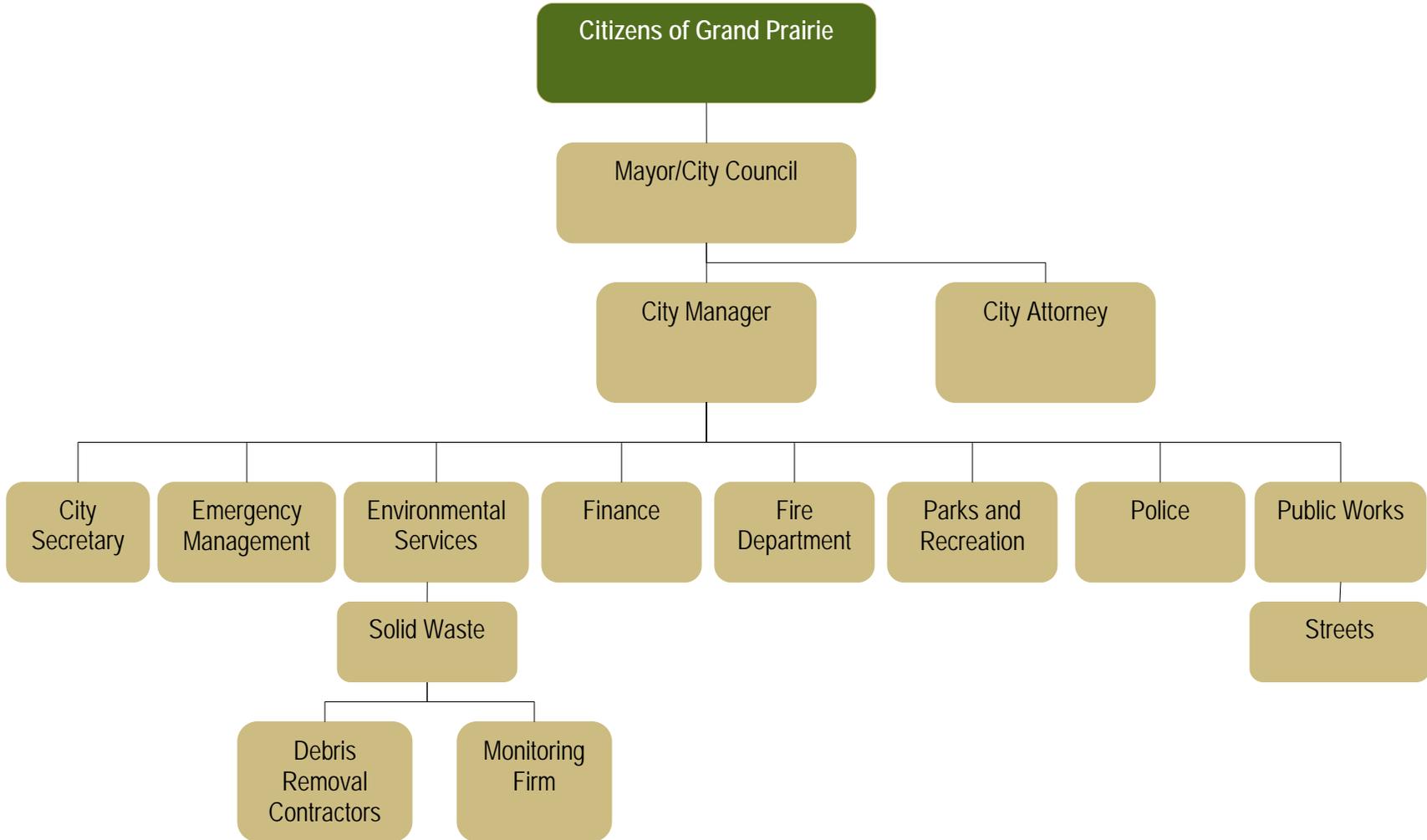
The review will consider such items as:

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

Lead Departments/Divisions

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

Figure 2-1
City Organizational Chart



Lead Agencies

The City Manager, supported by the Solid Waste and Recycling Division, will have primary responsibility for leading and overseeing debris removal and management operations. The City Manager and Solid Waste and Recycling Division's unique role in managing the debris cleanup process has been summarized below.

City Manager

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

Solid Waste and Recycling Division

Following a disaster, the Solid Waste and Recycling Division will be the lead organization responsible for coordinating with external agencies such as the state and federal government. The Solid Waste and Recycling Manager will also serve as the Debris Manager for the duration of the event. Responsibilities of the Solid Waste and Recycling Division include, but are not limited to:

- Obtaining Debris Management Site (DMS) approval
- Maintaining responsibility of contractor work and payments
- Assisting the Finance Department in Project Worksheet development following a disaster
- Scheduling all training activities and meetings regarding the issue of debris management
- Coordinating with designated City departments prior to and after an event
- Acting as the City's representative in discussions and meetings with external agencies (i.e., utility companies, Dallas County, etc.)
- Communicating and meeting with various state and federal agencies (i.e., FEMA, the Governor's Division of Emergency Management, and the Texas Department of Transportation)
- Coordinating with the monitoring firm with regards to contractor invoice reconciliation
- Providing the mayor, the City Manager and elected officials with information regarding the progress of the debris removal effort

Streets Division

The Solid Waste and Recycling Division and the Streets Division will work collaboratively to coordinate logistical operations prior to and following a disaster event. Their responsibilities are to facilitate the debris removal, reduction and disposal activities. These activities include, but are not limited to:

- Maintaining the road list and GIS data related to debris removal operations
- Activating monitoring firm and debris removal contractors
- Pre-positioning equipment for emergency roadway clearance prior to a disaster event
- Assisting in emergency roadway clearing activities following an event
- Conducting debris damage assessments of the City following a disaster event
- Overseeing all private contractors, including hauling and monitoring firms, through the duration of the cleanup process

Interdepartmental Coordination

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

Mayor and City Council

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

City Attorney

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

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City Secretary

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

Emergency Management

The Emergency Management Department is responsible for monitoring potential threats, establishing emergency management shelters during disasters, and operating the Emergency Operations Center during incidents to coordinate and maintain essential City services. Emergency Management also coordinates disaster recovery activities. The Emergency Management Director is the EOC Manager for debris-generating events.

Environmental Services

The Environmental Services Department provides proactive programs dedicated to protecting the environment, promoting disease prevention, and increasing personal health and safety of the citizens of Grand Prairie. To ensure that these actions can take place during significant emergencies and debris-generating events, the Environmental Services Department focuses on making certain that drinking water is potable, hazardous waste is not a threat to citizens, infectious disease monitoring is enhanced, and vector control is maintained. The Environmental Services Department encompasses the Solid Waste/Recycling Division, Landfill Division, Environmental Quality Division, and Animal Services Division.

Finance

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

Fire

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

Parks and Recreation

The Parks and Recreation Department is responsible for all City parks and facilities. Following a disaster event, the Parks and Recreation Department may be tasked with assisting in emergency roadway clearing activities and/or debris removal from City

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properties. City parks may also need to be utilized as storage space for debris clearance equipment. In addition, depending on the availability of DMS locations following a disaster event, the City may need to utilize parks as DMS.

Police Department

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

Public Works

The Public Works Department is responsible for Public Works Administration as well as the operation and maintenance of Streets, Signals, Signs, Markings, Drainage, Water Distribution, Wastewater Collections, Water Production, Utility Billing, Warehouse Operations and all aspects of safety within the department. The Solid Waste and Recycling Division will work collaboratively with the Streets Division of the Public Works Department to coordinate logistical operations prior to and following a disaster event. The Director of Public Works will support public works and debris management activities in the EOC during an event.

**Table 2-1
City Departments' Roles and Responsibilities**

Department/Division	Primary Roles/Responsibilities
Lead Departments	
City Manager	<ul style="list-style-type: none"> ▪ Provides the Mayor, elected officials and the public with information regarding the progress of the debris removal effort ▪ Carries out the City Council's policies
Solid Waste and Recycling	<ul style="list-style-type: none"> ▪ The Solid Waste and Recycling Manager will serve as the Debris Manager during an event ▪ Obtains Debris Management Site (DMS) approval ▪ Maintains responsibility of contractor work and payments ▪ Assists the Finance Department in Project Worksheet development following a disaster ▪ Schedules all training activities and meetings regarding the issue of debris management ▪ Coordinates with designated City departments prior to and following a disaster event ▪ Acts as the City's representative in discussions and meetings with external agencies including various state and federal agencies ▪ Primary contact for debris monitoring firm with regard to contractor invoice reconciliation ▪ Provides the Mayor, the City Manager and elected officials with

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Department/Division	Primary Roles/Responsibilities
	<p>information regarding the progress of the debris removal effort</p> <ul style="list-style-type: none"> ▪ Activates monitoring firm and debris removal contractors ▪ Pre-positions equipment for emergency roadway clearance prior to a disaster event if possible ▪ Conducts damage assessments of the City following a disaster event ▪ Oversees all private contractors through the duration of the cleanup process
Streets	<ul style="list-style-type: none"> ▪ Maintains the road list and GIS data related to debris removal operations ▪ Activates monitoring firm and debris removal contractors ▪ Pre-positions equipment for emergency roadway clearance prior to a disaster event if possible ▪ Conducts damage assessments of the City following a disaster event ▪ Oversees all private contractors through the duration of the cleanup process
Interdepartmental Coordination	
Mayor and City Council	<ul style="list-style-type: none"> ▪ Responsible for all legislative and governing activities of the City and are the community's decision makers ▪ Responsible for the approval of contracts when necessary ▪ City Council supervises the City Manager
City Attorney	<ul style="list-style-type: none"> ▪ Responsible for ensuring the legality of all debris removal activities ▪ Interacts with State Legislature ensuring the City will receive support during significant incidents
City Secretary	<ul style="list-style-type: none"> ▪ Maintains documents vital to the history of the City, including Council minutes, resolutions, ordinances and contracts
Emergency Management	<ul style="list-style-type: none"> ▪ Monitors potential threats that could affect the City ▪ Establishes emergency management shelters during disasters ▪ Manages the Emergency Operations Center during incidents ▪ Coordinates disaster recovery activities ▪ Emergency Management Director will serve as EOC Manager during disasters
Environmental Services	<ul style="list-style-type: none"> ▪ Protects the environment, promotes disease prevention and increases personal health and safety ▪ During significant events, ensures drinking water is potable, hazardous waste is not a threat to citizens, infectious disease monitoring is enhanced and vector control is maintained
Finance	<ul style="list-style-type: none"> ▪ Responsible for all financial systems, accounting, purchasing, revenue management, equipment services and fiscal reporting ▪ Primary contact for FEMA with regard to Project Worksheet development

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Department/Division	Primary Roles/Responsibilities
Fire	<ul style="list-style-type: none">▪ Responsible for suppression of fire at DMS
Parks and Recreation	<ul style="list-style-type: none">▪ Depending on the severity of event, the Parks and Recreation Department may assist in emergency roadway clearing following a disaster event▪ Oversees debris removal from City parks
Police	<ul style="list-style-type: none">▪ Assists in security at the DMS
Public Works	<ul style="list-style-type: none">▪ The Director of Public Works will support public works and debris management activities in the EOC during an event

Other Agencies

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

Republic Services, Inc.

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

Federal Emergency Management Agency

Representatives from FEMA will be on-site during the response and recovery phases of the debris management cycle. FEMA staff will provide guidance to the City with regards to debris eligibility and the FEMA reimbursement process. FEMA's primary role will be in the development of PWs for the City's debris cleanup operations. In addition, FEMA staff will be on-site to oversee any ROE private property cleanup, should this be declared in the City.

Federal Highway Administration

The Federal Highway Administration (FHWA) is responsible for the funding of debris clearance and removal on federal aid highways through the Emergency Relief (ER) Program.

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Texas Department of Transportation

The Texas Department of Transportation (TxDOT) is responsible for emergency road clearing activities immediately after a natural disaster and the “first pass” of debris removal on all state and federal roads within the City.

Texas Commission on Environmental Quality

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

Natural Resources Conservation Service

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

Table 2-2
Other Agencies' Roles and Responsibilities Table

Agency	Primary Roles/Responsibilities
Federal Emergency Management Agency	<ul style="list-style-type: none">Provides assistance to eligible applicants in debris removal efforts from public and private property following a presidential disaster declaration
Federal Highway Administration	<ul style="list-style-type: none">Responsible for the funding of debris clearance and removal on federal aid highways <i>(FHWA will reimburse for first pass of debris removal on federal aid highways)</i>
Texas Department of Transportation	<ul style="list-style-type: none">Maintains road clearance responsibility for all state and federal roads
Texas Commission on Environmental Quality	<ul style="list-style-type: none">Approves the use of land as DMSAssists in closure of DMS and verifies remediation of land to original state
Natural Resource Conservation Service	<ul style="list-style-type: none">Provides assistance in debris cleanup for runoff retardation or soil erosion prevention that causes an impairment in watershed and is an imminent threat to life or property

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ACTION PLAN

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

Normal Operations

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

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

Normal Operations Checklist

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

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Update Contact Lists

Table 3-1, Key Personnel and Contact List, should be updated monthly to reflect changes in personnel or contact information.

Evaluate DMS locations

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

Review Road List and Road Maps

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

Establish and Maintain Pre-Positioned Contracts

During times of normalcy, the City should establish and maintain pre-positioned contracts for debris monitoring and debris removal services. The procurement of such services should be compliant with City procurement practices (see Appendix L for the City's Procurement Procedures) and the procurement competition requirements specified in the Code of Federal Regulations – Title 44 Emergency Management and Assistance (44 CFR) Part 13.36. For additional guidelines regarding procurement see Appendix K for the FEMA RP9580.201, Fact Sheet: Debris Removal Applicant's Contracting Checklist.

A requirement of the 2007 FEMA PA Pilot Program is for applicants to have at least two pre-qualified debris removal contractors and documentation demonstrating how the contractors were selected. See Appendix A for a list of debris removal contractors and monitoring firms that may be pre-positioned by the City.

Appendix P will include additional details regarding the evaluation and selection of the debris removal contractors once they are selected.

Review Federal Emergency Management Agency Guidance

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

Pre-Event Preparation

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

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

Pre-Event Checklist

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

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

Download Most Recent Road List and Relevant Documents to a CD

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

Copies of the CD should be stored at the Solid Waste and Recycling Division building and in a safe location outside the projected path of the debris-generating event.

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

Prior to a debris-generating event, City Contacts listed in the Table 3-1, Key Personnel and Contact Information, should be put on alert. Additionally, the Solid Waste and Recycling Division should contact key City personnel via verbal and electronic communication informing them of information needed to begin the response and recovery process.

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

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

**Table 3-1
Key Personnel and Contact Information**

Name	Title	Office	Cell
City of Grand Prairie			
Charles England	Mayor	(972) 237-8000	(972) 264-3276
Tom Hart	City Manager	(972) 237-8012	
Anna Doll	Deputy City Manager	(972) 237-8012	
Tom Cox	Deputy City Manager	(972) 237-8012	
Richard Fregoe	Councilman	(972) 237-8022	(972) 641-2981
Mark Hepworth	Councilman	(972) 237-8022	(972) 266-0102
Ruthe Jackson	Councilwoman	(972) 237-8022	(972) 264-2234
Ron Jensen	Councilman	(972) 237-8022	(972) 314-8014
Rick Sala	Councilman	(972) 237-8022	(214) 869-3308
Tony Shotwell	Councilman	(972) 237-8022	(972) 642-6859
Jim Swafford	Councilman	(972) 237-8022	(972) 647-2262
Bill Thorn	Councilman	(972) 237-8022	(972) 263-8517
Don Postell	City Attorney	(972) 237-8026	

Name	Title	Office	Cell
Cathy Dimaggio	City Secretary	(972) 237-8035	
Ronnie Bates	Streets Division Director	(972) 237-7593	(972) 439-4729
Jim Cummings	Environmental Services Director	(972) 237-8055	(817) 319-0651
Clif Nelson	Fire Chief	(972) 237-8300	
Rick Herold	Parks and Recreation Director	(972) 237-8375	
Glen Hill	Police Chief	(972) 237-8790	
Ron McCuller	Director of Public Works	(972) 237-8154	
Patricia Redfearn	Solid Waste Manager	(972) 237-8147	(940) 594-8039
Loyal Rowland	Streets Division		(214) 883-7460
Randy Byers	Emergency Manager	(972) 237-7593	

Review Plan with Key Personnel

Once an initial meeting is scheduled with all of the City’s key contacts, the Solid Waste and Recycling Division, monitoring firm and debris removal contractors should review the Disaster Debris Management Plan. Once roles are reviewed and agreed upon, the initial meeting should focus on key activities that need to occur immediately following the debris-generating event including damage assessments and emergency road clearing activities. During the initial meeting, the Health and Safety Strategy located in Appendix J should also be reviewed by the City and modified/append as necessary.

Pre-Event Media Press Release

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

Post-Event Response (70-Hour Push)

The 70-Hour Push encompasses the period of time that roadways are cleared of scattered debris, leaning trees and other obstructions in roadways for emergency response vehicles. This operation is reimbursable by FEMA on a time and materials

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basis. It is critical that all types of equipment and the amount of time the equipment is used are documented with detail and accuracy. (Please note that the reimbursement criteria and duration for time and materials work is subject to change following a disaster.)

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

Emergency Road Clearance Priorities

The following roads will require priority for emergency road clearance operations. This list was compiled based on many considerations including size, proximity to adjacent citizen populations, police and fire department locations and ingress/egress capabilities for the community. Immediate priority will be given to Interstate 20, Interstate 30, Pioneer Parkway (Spur 303), Patriot Parkway (Spur 408), US-67 and South Beltline Road, as these are the City's largest major thoroughfares.

- 19th Street
- Bowles Street
- Camp Wisdom
- Carrier Parkway
- Conover Road
- Duncan Perry
- Jefferson Street
- Lake Ridge Parkway
- Main Street
- Marshall Drive
- Mayfield Road
- Mountain Creek Parkway
- Northwest 2nd Street (Stadium Drive)
- Polo Road
- Roy Orr Boulevard
- South Great Southwest Parkway
- South Macarthur Boulevard

- South Robinson Road
- Warrior Trail

Post-Event Response Checklist

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

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

Conduct Damage Assessment

Damage assessments are necessary to determine the extent and the location of the debris. Windshield surveys of the City should be taken and used to communicate critically damaged areas to the Solid Waste and Recycling Division and assist in prioritizing road clearance efforts. If possible, additional surveys should be conducted by helicopter in order to obtain an aerial view of damaged areas within the City. Often times, helicopter surveys are available through debris removal contractors independently surveying the City to determine asset levels and configuration.

Activate Monitoring Firm and Debris Removal Contractors

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

Monitoring Function

Upon activation, the monitoring firm deploys staff to support truck certification, collection and disposal monitoring functions. The monitoring firm will orient employees with operational procedures and refresh staff with the field training

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program on current debris removal eligibility, FEMA requirements, City debris removal contract requirements and safety procedures. Collection monitors must carefully document debris collection information to demonstrate eligibility and ensure proper debris removal contractor payments and FEMA reimbursement. The documentation should include:

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

Debris Removal Contractor Function

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

Begin Emergency Roadway Debris Clearance

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

Begin Truck Certification

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

- Unique truck number
- Driver name
- Driver phone number

- License number, state issued, and expiration
- Tag number, state issued, and expiration
- Vehicle measurements
- Sketch of the vehicle

Prepare Debris Management Sites Based on Concentration of Debris

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

Qualification criteria

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

Reduction Method

- **Chipping and Grinding** – Using this method, vegetative debris is chipped or ground and typically results in a reduction ratio of 4:1. The leftover mulch is either hauled to a final disposal facility or recycled. Chipping and Grinding is the City's first choice for debris reduction.
- **Incineration** – The open burning of vegetative debris does require approval from the Division of Forestry. The burning of vegetative debris typically results in a reduction ratio of 20:1. The leftover ash may be hauled to a final disposal facility or be incorporated in a land application.
- **Crushing** – The crushing of vegetative debris is the least effective reduction method and results in a reduction ratio of 2:1. Crushing is an appropriate reduction method for construction and demolition (C&D) debris that cannot be recycled.

Recycling of Debris

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

- **Wood Waste** – Vegetative debris that is reduced through chipping or grinding results in leftover mulch. The remaining mulch can be used for agricultural purposes or fuel for industrial heating. For the mulch to be viable in agricultural

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purposes the end user typically has a size requirement and requests mulch is as clean as possible of plastics and dirt.

- **Metals** – Metal debris such as white goods, aluminum screened porches, etc. that may result from a debris-generating event can be recycled. Certain metals such as aluminum and copper are highly valuable to scrap metal dealers.
- **Concrete** – Concrete, asphalt and other masonry products that may become debris as a result of a debris-generating event can be crushed and potentially used for road construction projects or as trench backfill.

There is a multitude of information available regarding the recycling and selling of solid waste debris. An example of such resource is the Southern Waste Information eXchange, Inc. website (<http://www.wastexchange.org>) which is a non-profit clearinghouse with information regarding the recycling of solid waste. Table 3-2 is a list of possible end users for recyclable debris.

**Table 3-2
Recyclable Materials and End Users**

Commodity	Market	Name	Contact
Vegetative Debris, Metal, Concrete	Solid waste, wood, concrete/brick, asphalt, steel, aluminum	Grand Prairie Landfill	1102 MacArthur Blvd. Grand Prairie, TX 75053 (972) 237-8151
Mulch, Vegetative Debris, Metal, Concrete	Biomass, Wood, fines, concrete/brick, asphalt, steel, aluminum	Arlington Sanitary Landfill	800 Mosier Valley Rd Euless, TX 76040 (817) 354-2300
Concrete, Debris, Vegetative Debris, Metal	Biomass, wood, concrete/brick, asphalt, steel, solid waste	Irving Landfill	200 W. Hunter Ferrell Rd., Irving, TX 75060 (972) 264-3772
Televisions & Computers	Televisions & Computers	Monitex LLC	2920 114th Street, Suite #100. Grand Prairie, Texas 75050 (817) 701-1200
Hazardous Household Waste	Household Hazardous Waste	Fort Worth Environmental Control Center	6400 Bridge St. Fort Worth, Texas, 76112 (817) 871-5257
Medical Waste	Medical Waste	Stericycle	713 W Oakdale Rd Grand Prairie, TX 75050 (972) 262-6000
Crushing and Shredding	Crushing and Shredding materials	Granutech-Saturn Systems	201 East Shady Grove Road Grand Prairie, TX 75050 (972) 790-7800
Hazardous Waste	Used Oil, Contaminated Waste, Solid Waste	RS Used Oil Inc.	2433 Houston St Grand Prairie, TX 75050 (469) 733-1530

Commodity	Market	Name	Contact
Metal	Aluminum, brass, copper	Valley Recycling	3914 E Jefferson St Grand Prairie, TX 75051 (972) 264-0205
Metal	Aluminum, brass, carbide, cobalt, copper, nickel, etc.	American Scrap Metal	9139 Boulevard 26 Ste. 540-117 North Richland Hills, TX 76180 (817) 657-2310

DMS Preparation

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

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

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

Disposal Monitoring

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

- Inspection of truck placards for authenticity and signs of tampering;

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- Verification that placard information is documented properly; and
- Verification that all required fields on the load ticket have been completed.

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

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

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

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

Conduct Meetings/Briefings with Key Personnel

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

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

Review Debris Volume and Collection Cost Assessment

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

- Amount of debris generated (total cubic yards);
- Type of debris generated (vegetative, C&D or other miscellaneous debris);
- Number and estimated date of arrival for assets (trucks, loaders, monitoring personnel);

- Estimated number of DMS locations necessary;
- Preliminary scope of debris removal efforts; and
- Estimated cost of the debris removal efforts.

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

Request Contact Information and Meeting with FEMA Public Assistance Officer

This request is made through GDEM.

The Solid Waste and Recycling Division should immediately request the contact information of the designated FEMA Public Assistance Officer (PAO) for the disaster. Upon receiving the information, the City should request a meeting with FEMA PAO. During this meeting the City will:

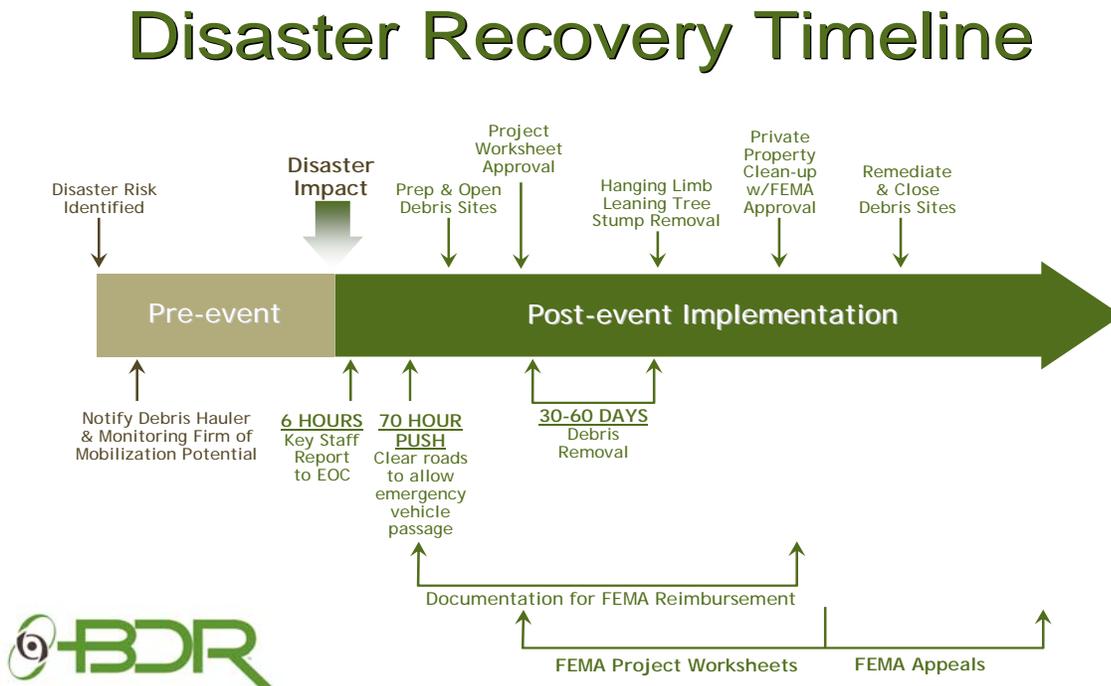
- Summarize the City's debris removal operations to date;
- Review debris and cost estimates for the City;
- Review any Disaster Specific Guidance (DSG) documents issued by FEMA;
- Examine the City's debris removal plan;
- Provide contact information for all City monitoring firm and debris removal contractors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

Issue Media Press Release

A press release provided by Solid Waste and Recycling Division and approved by the City Manager's Office should be issued to various media sources or broadcasted over the radio within the first three days following the debris-generating event. The content of the press release will be to reassure and comfort the public that the City is

responding to the event and has activated its monitoring firm and debris removal contractors to begin debris removal activities. (Sample press releases are located in Appendix E, Press Releases.)

Figure 3-1
Disaster Recovery Timeline



Post-Event Recovery

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

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

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

- 2 Days – 2 Weeks

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

Post-Event Recovery Checklist: 2 Days – 2 Weeks

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

Open Debris Management Sites

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

Prioritize Roads/Areas

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

Issue Press Release Regarding Segregation of Debris

Issue second press release regarding segregation of vegetative, C&D and household hazardous waste (HHW).

Begin ROW Debris Removal

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

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Household Hazardous Waste Debris Removal

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

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

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

White Goods Debris Removal

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

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

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

Bagged Vegetative Debris

Disaster related vegetative debris that is placed in garage bags along the ROW for collection will be picked-up by the City's municipal waste collection contractor. The collection of disaster related vegetative debris will follow the same schedule as

standard yard trash collection. Following the completion of ROW debris removal, a regression analysis will be used to determine the estimated increase in yard trash collection as compared to previous years. Subsequently, the associated tipping fees related to the increased yard trash because of a disaster event can be determined and presented to FEMA as an associated disaster recovery cost.

Bundled Vegetative Debris

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

Load Tickets

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

Perform Parks Damage Assessment

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

- Leaning trees 24 inches in diameter or greater;
- Hanging limbs 2 inches in diameter or greater; and
- Uprooted stumps 24 inches in diameter or greater.

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

Begin Environmental Monitoring Program of DMS

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

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

Coordinate with External Agencies

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

Initiate Discussions with FEMA

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

Obtain FEMA Guidance for Gated Community and Private Property Debris Removal

Eligibility of gated community and private property debris removal will be determined by FEMA on a case-by-case basis following an event. Typically, the debris and devastation must be so widespread that debris removal from private property is a “public interest.” Under current FEMA 325 guidelines, debris removal from private property is defined as a public interest when operations:

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

In order for private property debris removal to be eligible for reimbursement the City must submit a written request to the FEMA Federal Coordinating Officer before

private property debris removal operations begin. The request will include the following information:

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

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

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

Post-Event Recovery Checklist: 2 Weeks – 1 Month

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

Section 3

Maintain and Evaluate ROW Cleanup

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

Begin ROW Stump Removal as Necessary

Following initial ROW debris removal efforts, the City and monitoring firm may determine a significant threat remains to the City public in the form of hazardous stumps along the ROW. Before ROW stump removal operations commence all applicable DSG criteria or FEMA Publication 325 guidelines for eligibility should be reviewed. FEMA's Recovery Policy for Hazardous Stump Extraction and Removal Eligibility is included in Appendix D. Also, as of the publication of this Plan, FEMA Publication 325 defines a stump as hazardous if all of the following criteria are met:

- The stump has 50 percent or more of the root-ball exposed;
- The stump is greater than 24 inches in diameter when measured 24 inches from the ground;
- The stump is located on a public ROW; and
- The stump poses an immediate threat to public health and safety.

Open Additional Debris Management Sites as Necessary

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

Continue Daily Meetings with FEMA

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

Begin Debris Removal from Private Property and Gated Communities

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

Communicate Project Close-Out to Residents via Press Release

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

Post-Event Recovery Checklist: 1 Month – 3 Months

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

Maintain and Evaluate ROW Cleanup – Vegetative and C&D

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

Begin ROW Leaners/Hangers Program

A ROW leaners/hangers program should be initiated, if it is determined that a significant threat remains to the City public in the form of leaning trees and hanging limbs along the ROW. To ensure maximum reimbursement, all threats must be identified and verified against DSG criteria for eligibility prior to the commencement of cut-work. It is important to note the City's debris removal contractor may require lead time to transport specialty vehicles, equipment and labor force to commence leaner/hanger work. Currently FEMA Publication 325 provides the following guidance on eligibility requirements for leaners and hangers.

Leaner – A tree is considered hazardous and defined as a “leaner” when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is at least six inches in diameter measured at chest height. In addition, one or more of the following FEMA Publication 325 criteria must be met:

- The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist);
- The tree has a split trunk or broken branches that expose the heartwood;
- The tree has fallen or been uprooted within a public use area; or
- The tree is leaning at an angle greater than 30 degrees.

Hanger – A hanger is a hazardous limb that poses a significant threat to the public. The current eligibility requirements for hangers according to FEMA Publication 325 are as follows:

- The limb must be greater than 2 inches in diameter;
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located on improved public property.

Section 3

Unit Rate Tickets

Unit rate tickets will be used as reimbursement documentation for the City's Leanners/Hangers Program. An example of a unit rate ticket is located in Appendix C, Field Documents. To ensure maximum reimbursement, debris monitors will use GPS devices to document the GPS coordinates of tree or hanger removals and take digital photos of the work done.

Initiate Haul-Out

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

Table 3-3
Potential Final Disposal Landfills

Name	Location
Grand Prairie Landfill	1102 MacArthur Blvd. Grand Prairie, TX 75053 (972) 237-8151
Arlington Sanitary Landfill	800 Mosier Valley Rd Euless, TX 76040 (817) 354-2300
Irving Landfill	200 W. Hunter Ferrell Rd., Irving, TX 75060 (972) 264-3772

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

Progress to Weekly Meetings with the FEMA

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

Recovery Checklist: 3 Months – Project Completion

- Complete all debris recovery activities
- Identify ineligible debris on ROW

- Complete the disposal of reduced debris
- Close-out and remediate DMS
- Conduct project close-out meetings with FEMA and external agencies

Complete all Debris Recovery Activities

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

Identify Ineligible Debris on ROW

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

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

Complete the Disposal of Reduced Debris

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

Close-Out and Remediate Debris Management Sites

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

Conduct Project Close-Out Meetings with FEMA and External Agencies

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

Section 4

OVERVIEW OF RULES AND REGULATIONS

The documents described in this section provide the legal authority for local governments to engage in debris cleanup operations and seek reimbursement from the federal government. The City should review each of these documents on an annual basis not only to familiarize themselves with the governing statutes, but to also identify any changes to the regulations and guidelines.

Federal Emergency Management Agency Guidelines

Under the current federal system, FEMA coordinates the response and recovery efforts for all presidential declared disasters. FEMA provides guidance documents for local governments to be used for disaster planning and response. Three guidance documents that are generally associated with debris recovery have been summarized below.

FEMA Publication 322 – Public Assistance Guide

The PA Guide provides a general overview of FEMA PA Program protocols immediately following a disaster. The PA Program provides the basis for the federal/local cost sharing program. This document specifically describes the entities eligible for reimbursement under the PA Program, the documentation necessary to ensure reimbursement, and special considerations local governments should be aware of to maximize eligible activities.

An electronic version of FEMA Publication 322 is available through the following hyperlink:

<http://www.fema.gov/government/grant/pa/padocs.shtm>

FEMA Publication 323 – Applicant Handbook

The Applicant Handbook (Handbook) is the official “how to” for local governments who are considering applying for reimbursement following a disaster through the PA Program. This Handbook should be used in conjunction with this Disaster Debris Management Plan immediately following a debris-generating event.

The Handbook provides the rules, procedures and sample documents that local governments need as the “applicant” to FEMA. The publication is formatted so that the applicant has a step-by-step guide for each phase of the reimbursement process including what information is critical to ensure reimbursement.

An electronic version of FEMA Publication 323 is available through the following hyperlink:

<http://www.fema.gov/government/grant/pa/padocs.shtm>

FEMA Publication 325 – Debris Management Guide

The Debris Management Guide is a publication specifically dedicated to the rules, regulations, and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government in limiting the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

- Eliminating immediate threats to lives, public health and safety;
- Eliminating immediate threats of significant damage to improved public or private property; and
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

An electronic version of FEMA Publication 325 is available through the following hyperlink:

<http://www.fema.gov/government/grant/pa/dmgtoc.shtm>

Disaster Specific Guidance

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

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

Other Relevant Documents

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

Robert T. Stafford Disaster Relief and Emergency Assistance Act

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

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

OVERVIEW OF RULES AND REGULATIONS

An electronic version of the Stafford Act is available through the following hyperlink:

<http://www.fema.gov/about/stafact.shtm>

Code of Federal Regulations: Title 44 – Emergency Management and Assistance

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

An electronic version of 44 CFR: Title 44 is available through the following hyperlink:

http://www.access.gpo.gov/nara/cfr/waisidx_03/44cfrv1_03.html

Appendix A MONITORING FIRM AND DEBRIS REMOVAL CONTRACTORS

Primary Monitoring Firm

This information will be inserted as it becomes available.

Table A-1
Primary Monitoring Firm

Company	Contact Information

Debris Removal Contractors

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

Table A-2
Pre-positioned Debris Removal Contractors

Company	Contact Information
Duncan Disposal	Vince Hrabal, (817) 317-2061

Appendix B

DEBRIS MANAGEMENT SITE REPORT

Introduction

The purpose of this report is to identify locations within the City that may serve as a DMS following a debris-generating event. To assist the City in preparedness for future disaster events, BDR conducted site evaluations of locations either previously used by the City or intended for future use by the City. A summary of each site evaluated is included below.

Criteria

The following criteria were used to evaluate locations as potential DMS:

Municipally Owned Property

In order to eliminate potential costs associated with acquiring, leasing or operating on private property, City owned properties were considered before exploring privately owned properties.

Proximity to High Population Density

The proximity of the surveyed location to neighborhoods, schools, businesses, high traffic thoroughfares and other areas of high population density were carefully evaluated. A DMS located near high population densities increases traffic congestion and creates logistical and safety hazards for the community, especially immediately following an event. With a concentrated population density throughout the City, DMS placement near neighborhoods, schools, businesses and high traffic thoroughfares is a challenge. To that end, the DMS recommended are done so with as minimal an intrusion to City residents as possible.

Ingress/Egress

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

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

Local, state and federal rules, regulations and ordinance should be followed, including those pertaining to environmental quality and noise control. Though some disposal

regulations are lifted following a State of Emergency, it is critical that all DMS operations meet Occupational Safety and Health Administration (OSHA) safety requirements, as well as the operational procedures outlined by the TCEQ.

Proximity to Natural Running Water or Potable Water Wells

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

Site Evaluations

Using the criteria described above as well as data gathered on-site, BDR completed evaluations of various sites surveyed. The majority of the sites surveyed appear to be sufficient for primary DMS locations pending TCEQ approval. See Table D-1, DMS Matrix, for detailed evaluations of each site. The following sites would serve as excellent locations for DMS operations following a debris-generating event in the City. Site locations are listed in order of their respective suitability rankings.

Site 1 – Mountain Creek Soccer Complex – Primary

The Mountain Creek Soccer Complex, Site 1, is located on South Beltline Road just north of Interstate 20. Site 1 consists of approximately 119 usable acres and requires extremely little preparation to be ready for debris operations to commence. Ingress/Egress is easily accessible for an abundance of large trucks because there is a large access gate to the site and two lanes allowing for easy entry and exit. The land is a community soccer field complex of mostly dirt and grass with asphalt parking lots along the perimeter. Site 1 also has sufficient lighting for 24-hour operations, with a fence surrounding the area and a locked gate. Furthermore, since Site 1 is municipal property there will be no costs associated with acquiring or leasing. A small pond borders the property to the north, presenting potential environmental concerns. Electricity, sewer and water are all available onsite at this location. There does not appear to be any surface water drainage issues or apparent challenges in handling wet weather. The acceptable method of debris reduction is grinding. Site 1 will most likely be used as a C & D and vegetative DMS, with the final destination of the debris likely being sent to the Grand Prairie Landfill.

Site 2 – Clear Zone 1 – Primary

Clear Zone 1, Site 2, is located at the intersection of NE 25th Street and E Main Street. Site 2 has 16 usable acres and requires extremely little preparation to be ready for debris operations to commence. Ingress/Egress is easily accessible for an abundance of large trucks because there is a large access gate to the site that will allow for easy entry and exit. The land is flat, with a few sparse trees scattered throughout the area. Site 1 also is sufficiently light and has a fence surrounding the area with a locked gate, so establishing and maintaining site security to prevent illegal dumping should be

relatively easy. Furthermore, since Site 2 is municipal property there will be no costs associated with acquiring or leasing. Currently there are no environmental issues and sewer/water is within 1 mile. Electricity should be easy to acquire at this location. The soil is dirt/grass and there does not appear to be any surface water drainage issues, challenges in handling wet weather or open water sources to be concerned with. Currently the land is used sparingly, as it was made a clear zone because of its proximity to the former Naval Air Station that is located less one mile away. Occasionally it is used for city events, and in the future it will likely be turned into a city park. There are very few negatives involving Site 2, however there is an elementary school located in the general vicinity and the buffer distance for noise is less than 500 feet. The acceptable method of debris reduction is grinding. Site 2 will most likely be used as a C & D and vegetative DMS, with the final destination of the debris likely being sent to the Grand Prairie Landfill.

Site 3 – Clear Zone 2 – Primary

Clear Zone 2, Site 3, is located between NE 25th Street and NE 27th Street at Pine Street. Site 3 has approximately 7 usable acres and requires very little site preparation. Ingress/Egress is sufficient because of Pine Street and Dabney Place running through the site, generating the ability for a great quantity of trucks to access the premises. The land is flat and is scattered with a few sparse trees. Site 3 also has lighting and a surrounding fence with a locked gate, ensuring that site security to prevent illegal dumping would be easily preserved. Site 3 is municipal property so there would be no costs associated with acquiring or leasing. Currently there are no environmental issues and water/sewer access is within 1 mile. Electricity should be easy to acquire at this location. The soil is dirt/grass and there does not appear to be any surface water drainage issues, challenges in handling wet weather or open water sources that would pose problems. Presently the land is not used regularly, as it was made a clear zone for the Naval Air Station that is located less than one mile away. However, Site 3 is used for city events and soccer games and will likely be turned into a city park in the future. The negative features concerning this site are that an elementary school is located in the general vicinity and the buffer distance for noise is less than 500 feet. Site 3 is directly adjacent to Site 2, providing flexible debris sorting options. The capacity to establish one site focused on C & D and the other vegetative debris increases the prospect for success and would streamline operations. The acceptable method of debris reduction is grinding and the final destination of the debris will likely be the Grand Prairie Landfill.

Site 4 – Auto Pound – Primary

Auto Pound, Site 4, is located on Hardrock Road between Trinity Boulevard and Oakdale Road. Site 4 is 16 acres in size and has approximately 10 usable acres. The land is a vacant field with no plans for future land use. Since Site 4 is municipal property there will be no costs associated with acquiring or leasing. Site 4 is flat, with a quarter of the land covered with short trees distributed throughout. There are low-lying flat areas so there is the potential for surface water drainage to be an issue.

Appendix B

There are no apparent environmental issues and no schools, churches or community centers are in close proximity. There are no open water sources and access to electricity and sewer/water isn't present. Ingress/Egress may be a challenge as there is currently only one lane for entry/exit. Site 4 does not have adequate lighting for night operations. There are trees that surround the site and the entrance/exit has a locked gate so the ability to inhibit illegal dumping is feasible. The buffer distance for noise is less than 500 feet because of a neighborhood that is in close proximity. The property is not adjacent to Airports/Airfields. Site 4 can handle a moderate amount of large trucks. The site will be recommended for C & D and vegetative debris. The acceptable method of debris reduction will be air curtain incineration and grinding and the final destination of the debris will likely be the Grand Prairie Landfill.

Site 5 – Grand Prairie Independent School District Robinson – Primary

Grand Prairie Independent School District (GPISD) Robinson, Site 5, is located at the intersection of South Robinson Road and West Camp Wisdom Road on GPISD land. Site 5 has approximately 50 usable acres and requires a minimal amount of preparation. The land is flat and currently is not being used. In the distant future there is the potential for a school to be built there, however it is unlikely that will occur within the next 10 years. Ingress/Egress will not be a problem as there is ample space for trucks to enter and exit with a great deal of maneuverability. There are no apparent environmental issues and no open water sources. The soil is primarily dirt and grass and there should be no problems with surface water drainage. Site 5 is not located near an airport/airfield and will not be sufficiently lighted for night operations. There is no access to electricity or sewer/water, however there is a gas line on the land. The buffer distance for noise control is 500 feet because of neighborhoods located on both sides of the site. Site 5 is in close proximity to three football fields. Because Site 5 does not have a perimeter fence, prior to use additional site security will be required to prevent illegal dumping. The site will be recommended for C & D and vegetative debris. The acceptable method of debris reduction will be grinding and the final destination of the debris will likely be the Grand Prairie Landfill.

Site 6 – Lockheed Martin Testing Grounds – Primary

Lockheed Martin Testing Grounds, Site 6, is located on Pioneer Parkway, west of McCulloch Road. Site 6 has approximately 40 usable acres. For the most part the land is filled with small hills and valleys, with trees scattered throughout. Currently the land is used as testing grounds for Lockheed Martin, with no significant changes planned for the future. There are no apparent environmental issues and no open water sources. Site 6 does not have easy access to electricity or sewer/water, however does have a gas pipeline in the vicinity. There are no schools, churches or community centers in the area, as it is an industrialized area. However, there are four baseball fields located northwest of the site about a half mile away. The soil is primarily dirt and grass and there is the potential for surface water drainage to be an issue because of the small hills and valleys. Because Site 6 is Testing Grounds for Lockheed Martin,

there is already a well beaten path that can handle a large quantity of trucks. However, ingress/egress roads would need to be created prior to use. Site security would likely not be an issue because of the significant safety measures that Lockheed Martin already has in place. The area has sufficient lighting for night operations. The property is not located near an airport/airfield and the buffer zone for noise control is approximately 1000 feet. The site would require a moderate to high amount of preparation prior to use because of the necessity of creating an entrance/exit and inevitability of having to remove trees. The City is currently in the process of executing a Memorandum of Agreement with Lockheed Martin for the use of this site for debris management operations. The site will be recommended for C & D and vegetative debris. The acceptable method of debris reduction will be grinding and the final destination of the debris will likely be the Grand Prairie Landfill.

Site 7 – Grand Prairie Central Park – Secondary

Grand Prairie Central Park, Site 7, is located on West Warrior Drive, East of South Great Southwest Parkway. Site 7 has approximately 6.5 usable acres and requires a moderate amount of site preparation. There is ample space for a large quantity of trucks, however a road must be created to allow Ingress/Egress to take place. Currently the land is not being used and because it is municipal property there would be no costs associated with acquiring or leasing. Future use of the property may inhibit the ability to use this site as a DMS as it may be turned into a water park, however that will likely not take place for some time. There are no schools, churches or community centers in the vicinity, but there is a dog park located less than 500 feet from the site. The land is flat and the soil integrity is dirt and grass with small brush dispersed throughout, allowing proper surface water drainage to take place. There is a creek located at the back of the site, raising the necessity of being cognizant of environmental issues that could surface. There is access to electricity and sewer/water. Site 7 does not have sufficient lighting for night operations nor does it possess appropriate site security because of the lack of a perimeter fence. The buffer zone for noise is approximately 1000 feet and the property is not adjacent to an airport. The site will be recommended for Vegetative debris. The acceptable method of debris reduction will be grinding and the final destination of the debris will likely be the Grand Prairie Landfill.

Site 8 – Henry S. Miller Commercial Property – Secondary

Henry S. Miller Commercial, Site 8, is located at the intersection of Duncan Perry Road and Avenue H. Site 8 has approximately 2.6 usable acres and should be considered a secondary DMS. The site requires a medium amount of preparation. Currently the land is not being used, however it is for sale so the potential for new development is possible. There are no schools, churches or community centers in the vicinity, however there is a fire station located across the street. There are no apparent environmental concerns that could present problems, however Southwestern Bell has phone/cable lines on the property and a gas line is on the site as well. The land has small hills throughout, the soil is grass and dirt and there are no open water sources.

Appendix B

Surface water drainage should be sufficient, however because of the small hills, pooling of water may take place. Ingress/Egress may be challenging because the location of the entryway is not conducive to large trucks entering the site. Furthermore, this will make it extremely difficult for a large volume of trucks to gain access. Site 8 does not have appropriate lighting for night operations. Site security should not be an issue as the site is fenced in. The buffer zone for noise control is extremely limited due to an apartment complex located directly adjacent to the site. The property is not located near an airport. The site will be recommended for Vegetative debris. The acceptable method of debris reduction will be grinding and the final destination of the debris will likely be the Grand Prairie Landfill.

DEBRIS MANAGEMENT SITE REPORT

Figure B-1
Site 1 – Mountain Creek Soccer Complex – Primary



Figure B-2
Site 1 – Mountain Creek Soccer Complex – Photos



Figure B-3
Site 1 – Mountain Creek Soccer Complex – Photos (Cont.)



Figure B-4
Site 1 – Mountain Creek Soccer Complex – Photos (Cont.)



DEBRIS MANAGEMENT SITE REPORT

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 4/23/09

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

PROPERTY NAME: Mountain Creek Soccer Complex

PROPERTY OWNER'S NAME: City of Grand Prairie

PROPERTY OWNER'S ADDRESS: 317 College Street, Grand Prairie, TX, 75050

PROPERTY OWNER'S PHONE NUMBER: 972-237-8300

ESTIMATED PROPERTY SIZE: 119 ACRES SITE GPS COORDINATES: N 32°41'3.07" W 96°59'1.85"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	Soccer field and parking lot
Any proposed future land uses	Same as above
Environmental issues	Small pond borders property to the north
Proximity to Schools, Churches, Community Centers	1.5 miles
Property topography	Flat
Open water sources	Small one neighboring the site
Ground water wells	None
Access to electricity/sewer/water	All accessible onsite
Soil integrity	Grass
Surface water drainage	Sufficient
Prevailing wind direction	South
Ingress/Egress	Sufficient
Lighted area	Yes
Site security	Fence
Buffer Distance for Noise Control	1/10 mile
Property Developed	Yes
Property Adjacent to Airport/Airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium X Low _____

SUITABILITY TO WET WEATHER: High X Medium _____ Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

Appendix B

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

Open Burning _____

Air Curtain Incineration _____

Grinding X _____

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

_____ Vegetative

 X Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 0071 - 0074

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Grand Prairie Sanitary Landfill

Irving Hunter-Ferrell Landfill

City of Arlington/Republic Waste Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (ROADWAYS, BARRIERS TO USE, SPATIAL AREA).
IF ONLY PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHAT AREA(S) WILL BE
USED AND WHAT AREAS WILL NOT.

See photos.

DEBRIS MANAGEMENT SITE REPORT

Figure B-5
Site 2 – Clear Zone 1 – Primary



Figure B-6
Site 2 – Clear Zone 1 – Photos



Figure B-7
Site 2 – Clear Zone 1 – Photos (Cont.)



Figure B-8
Site 2 – Clear Zone 1 – Photos (Cont.)



DEBRIS MANAGEMENT SITE REPORT

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 11/17/08

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

PROPERTY NAME: Clear Zone 1

PROPERTY OWNER'S NAME: City of Grand Prairie

PROPERTY OWNER'S ADDRESS: 317 College Street, Grand Prairie, TX, 75050

PROPERTY OWNER'S PHONE NUMBER: 972-237-8300

ESTIMATED PROPERTY SIZE: 16 ACRES SITE GPS COORDINATES: N 32°45'04" W 96°58'09"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	Cleared land near former Naval Air Station
Any proposed future land uses	Potential City Park
Environmental issues	None
Proximity to Schools, Churches, Community Centers	Elementary school < 1 mile
Property topography	Flat, sparse trees
Open water sources	None
Ground water wells	None
Access to electricity/sewer/water	Electricity accessible; Water/Sewer < 1 mile
Soil integrity	Grass, dirt
Surface water drainage	Sufficient
Prevailing wind direction	West
Ingress/Egress	Sufficient
Lighted area	Yes
Site security	Fence with locked gate
Buffer Distance for Noise Control	500 feet
Property Developed	No
Property Adjacent to Airport/Airfield	< 1 mile, inactive
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium _____ Low X

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

Appendix B

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

Open Burning _____

Air Curtain Incineration _____

Grinding X _____

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

_____ Vegetative

 X Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 0071 - 0074

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Grand Prairie Sanitary Landfill

Irving Hunter-Ferrell Landfill

City of Arlington/Republic Waste Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (ROADWAYS, BARRIERS TO USE, SPATIAL AREA).
IF ONLY PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHAT AREA(S) WILL BE
USED AND WHAT AREAS WILL NOT.

See photos.

DEBRIS MANAGEMENT SITE REPORT

Figure B-9
Site 3 – Clear Zone 2 – Primary



Figure B-10
Site 3 – Clear Zone 2 – Photos



Figure B-11
Site 3 – Clear Zone 2 – Photos (Cont.)



Figure B-12
Site 3 – Clear Zone 2 – Photos (Cont.)



DEBRIS MANAGEMENT SITE REPORT

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 11/17/08

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

PROPERTY NAME: Clear Zone 2

PROPERTY OWNER'S NAME: City of Grand Prairie

PROPERTY OWNER'S ADDRESS: 317 College Street, Grand Prairie, TX, 75050

PROPERTY OWNER'S PHONE NUMBER: 972-237-8300

ESTIMATED PROPERTY SIZE: 8 ACRES SITE GPS COORDINATES: N 32°45'07" W 96°58'06"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	Cleared land near former Naval Air Station
Any proposed future land uses	Potential City Park
Environmental issues	None
Proximity to Schools, Churches, Community Centers	Elementary school < 1 mile
Property topography	Flat, sparse trees
Open water sources	None
Ground water wells	None
Access to electricity/sewer/water	Electricity accessible; Water/Sewer < 1 mile
Soil integrity	Grass, dirt
Surface water drainage	Sufficient
Prevailing wind direction	West
Ingress/Egress	Sufficient, paved road runs through site
Lighted area	Yes
Site security	Fence with locked gate
Buffer Distance for Noise Control	500 feet
Property Developed	No
Property Adjacent to Airport/Airfield	< 1 mile, inactive
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium _____ Low X

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

Appendix B

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

Open Burning _____

Air Curtain Incineration _____

Grinding _____

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

C&D

Vegetative

Both C&D and Vegetative

White Goods

Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 0075 - 0081

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Grand Prairie Sanitary Landfill

Irving Hunter-Ferrell Landfill

City of Arlington/Republic Waste Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (ROADWAYS, BARRIERS TO USE, SPATIAL AREA).
IF ONLY PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHAT AREA(S) WILL BE
USED AND WHAT AREAS WILL NOT.

See photos.

DEBRIS MANAGEMENT SITE REPORT

Figure B-13
Site 4 – Auto Pound – Primary

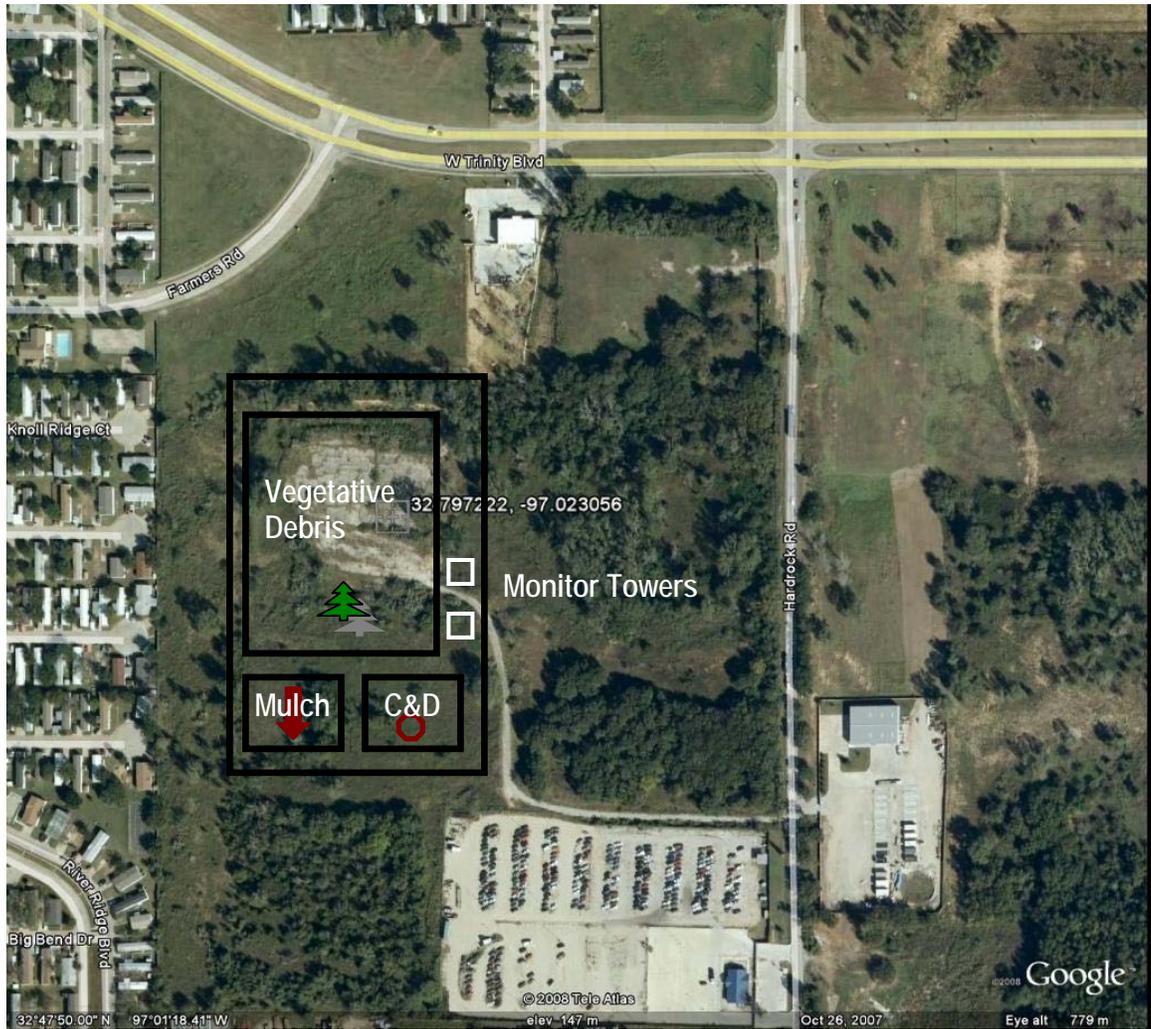


Figure B-14
Site 4 – Auto Pound – Photos



Figure B-15
Site 4 – Auto Pound – Photos (Cont.)



Figure B-16
Site 4 – Auto Pound – Photos (Cont.)



DEBRIS MANAGEMENT SITE REPORT

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 11/17/08

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

PROPERTY NAME: Auto Pound

PROPERTY OWNER'S NAME: City of Grand Prairie

PROPERTY OWNER'S ADDRESS: 317 College Street, Grand Prairie, TX, 75050

PROPERTY OWNER'S PHONE NUMBER: 972-237-8300

ESTIMATED PROPERTY SIZE: 16 ACRES SITE GPS COORDINATES: N 32°47'50" W 97°01'24"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	None
Any proposed future land uses	None
Environmental issues	None
Proximity to Schools, Churches, Community Centers	None
Property topography	Tall grass, sparse trees
Open water sources	None
Ground water wells	None
Access to electricity/sewer/water	No
Soil integrity	Low-lying field, grass, dirt
Surface water drainage	Pooling could occur in low-lying area
Prevailing wind direction	West
Ingress/Egress	Only one lane for entry, additional lane needed for exit
Lighted area	No
Site security	Fence with locked gate
Buffer Distance for Noise Control	0.5 miles
Property Developed	No
Property Adjacent to Airport/Airfield	< 1 mile, inactive
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium X Low _____

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

Appendix B

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

Open Burning _____

Air Curtain Incineration X

Grinding X

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

_____ Vegetative

 X Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 0082 - 0089

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Grand Prairie Sanitary Landfill

Irving Hunter-Ferrell Landfill

City of Arlington/Republic Waste Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (ROADWAYS, BARRIERS TO USE, SPATIAL AREA).
IF ONLY PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHAT AREA(S) WILL BE
USED AND WHAT AREAS WILL NOT.

See photos.

DEBRIS MANAGEMENT SITE REPORT

Figure B-17
Site 5 – GPISD Robinson – Primary

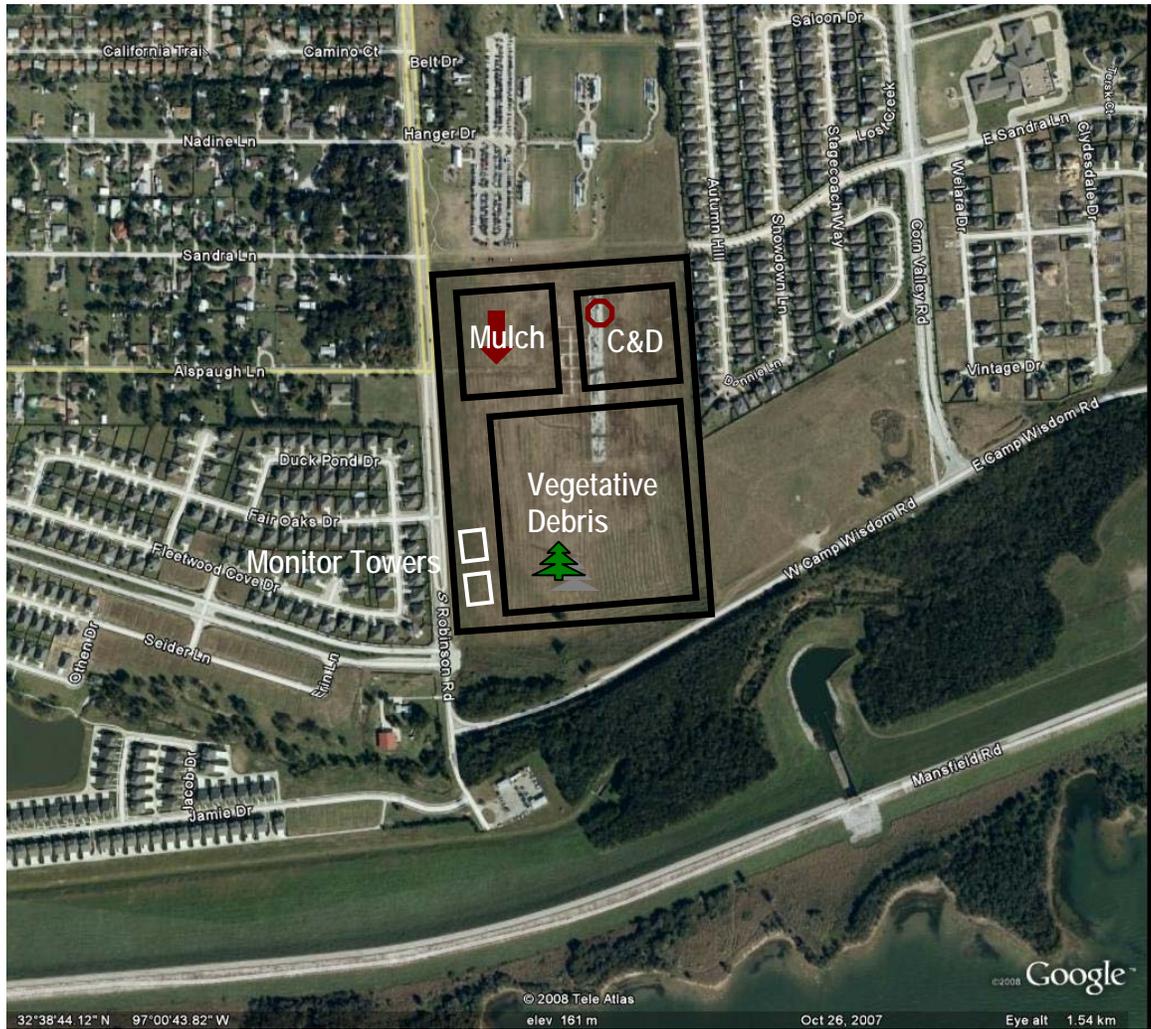


Figure B-18
Site 5 – GPISD Robinson – Photos



Figure B-19
Site 5 – GPISD Robinson – Photos (Cont.)



Figure B-20
Site 5 – GPISD Robinson – Photos (Cont.)



DEBRIS MANAGEMENT SITE REPORT

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 11/17/08

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

PROPERTY NAME: GPISD Robinson

PROPERTY OWNER'S NAME: Grand Prairie Independent School District

PROPERTY OWNER'S ADDRESS: 2602 South Belt Line Road, Grand Prairie, TX, 75052

PROPERTY OWNER'S PHONE NUMBER: 972-264-6141

ESTIMATED PROPERTY SIZE: 50 ACRES SITE GPS COORDINATES: N 32°38'45" W 97°00'45"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	None
Any proposed future land uses	Proposed site for future high school
Environmental issues	None
Proximity to Schools, Churches, Community Centers	Football field in close proximity
Property topography	Flat, grass
Open water sources	None
Ground water wells	None
Access to electricity/sewer/water	Gas line
Soil integrity	Grass, dirt (will need gravel/mulch for stabilization)
Surface water drainage	Sufficient
Prevailing wind direction	West
Ingress/Egress	Entrance/exit would need to be installed
Lighted area	No
Site security	Fenced area
Buffer Distance for Noise Control	500 feet
Property Developed	No
Property Adjacent to Airport/Airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium _____ Low X

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

Appendix B

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

Open Burning _____

Air Curtain Incineration _____

Grinding X _____

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

_____ Vegetative

 X Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 0090 - 0098

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Grand Prairie Sanitary Landfill

Irving Hunter-Ferrell Landfill

City of Arlington/Republic Waste Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (ROADWAYS, BARRIERS TO USE, SPATIAL AREA).
IF ONLY PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHAT AREA(S) WILL BE
USED AND WHAT AREAS WILL NOT.

See photos.

DEBRIS MANAGEMENT SITE REPORT

Figure B-21
Site 6 – Lockheed Martin Testing Grounds – Primary



Figure B-22
Site 6 – Lockheed Martin Testing Grounds – Photos



Figure B-23
Site 6 – Lockheed Martin Testing Grounds – Photos (Cont.)



Figure B-24
Site 6 – Lockheed Martin Testing Grounds – Photos (Cont.)



DEBRIS MANAGEMENT SITE REPORT

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 11/17/08

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

PROPERTY NAME: Lockheed Martin Site

PROPERTY OWNER'S NAME: Lockheed Martin Corporation

PROPERTY OWNER'S ADDRESS: 1902 West Freeway, Grand Prairie, TX, 75051

PROPERTY OWNER'S PHONE NUMBER: 972-603-1000

ESTIMATED PROPERTY SIZE: 100 ACRES SITE GPS COORDINATES: N 32°42'42" W 97°01'53"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	Testing grounds
Any proposed future land uses	None
Environmental issues	None
Proximity to Schools, Churches, Community Centers	Industrial area
Property topography	Small hills and trees
Open water sources	None
Ground water wells	None
Access to electricity/sewer/water	Gas line
Soil integrity	Grass, dirt
Surface water drainage	Small pooling possible
Prevailing wind direction	West
Ingress/Egress	Entrance/exit would need to be installed
Lighted area	Yes
Site security	Excellent
Buffer Distance for Noise Control	1 mile
Property Developed	No
Property Adjacent to Airport/Airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High X Medium _____ Low _____

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High X Medium _____ Low _____

Appendix B

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

Open Burning _____

Air Curtain Incineration _____

Grinding X _____

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

_____ Vegetative

 X Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 0099 - 0102

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Grand Prairie Sanitary Landfill

Irving Hunter-Ferrell Landfill

City of Arlington/Republic Waste Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (ROADWAYS, BARRIERS TO USE, SPATIAL AREA).
IF ONLY PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHAT AREA(S) WILL BE
USED AND WHAT AREAS WILL NOT.

See photos.

DEBRIS MANAGEMENT SITE REPORT

Figure B-25
Site 7 – Grand Prairie Central Park – Secondary

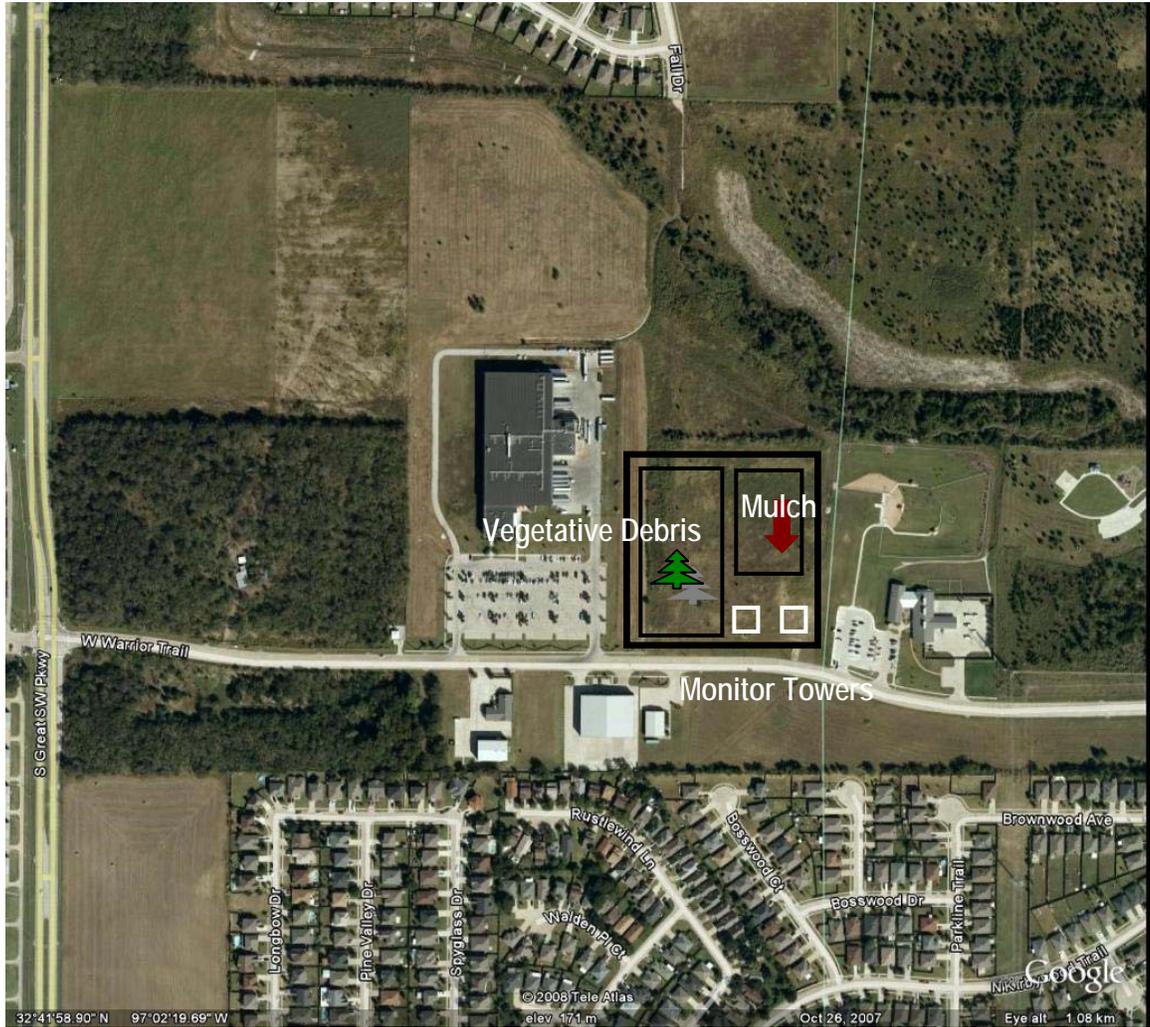


Figure B-26
Site 7 – Grand Prairie Central Park – Photos



Figure B-27
Site 7 – Grand Prairie Central Park – Photos (Cont.)



Figure B-28
Site 7 – Grand Prairie Central Park – Photos (Cont.)



DEBRIS MANAGEMENT SITE REPORT

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 11/17/08

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

PROPERTY NAME: Grand Prairie Central Park

PROPERTY OWNER'S NAME: City of Grand Prairie

PROPERTY OWNER'S ADDRESS: 317 College Street, Grand Prairie, TX, 75050

PROPERTY OWNER'S PHONE NUMBER: 972-237-8300

ESTIMATED PROPERTY SIZE: 7 ACRES SITE GPS COORDINATES: N 32°41'57" W 97°01'24"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	None
Any proposed future land uses	Possible water park
Environmental issues	Close proximity to creek
Proximity to Schools, Churches, Community Centers	Close proximity to dog park
Property topography	Flat
Open water sources	Creek near treeline
Ground water wells	None
Access to electricity/sewer/water	Sewer
Soil integrity	Grass, dirt, small brush
Surface water drainage	Sufficient
Prevailing wind direction	West
Ingress/Egress	Entrance/exit would need to be installed
Lighted area	No
Site security	Small fence
Buffer Distance for Noise Control	1 mile
Property Developed	No
Property Adjacent to Airport/Airfield	No
Site able to handle large volume of trucks	Yes

SITE PREPARATION: High _____ Medium X Low _____

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High _____ Medium X Low _____

Appendix B

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

Open Burning _____

Air Curtain Incineration _____

Grinding X

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

 X Vegetative

_____ Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 0107 - 0111

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Grand Prairie Sanitary Landfill

Irving Hunter-Ferrell Landfill

City of Arlington/Republic Waste Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (ROADWAYS, BARRIERS TO USE, SPATIAL AREA).
IF ONLY PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHAT AREA(S) WILL BE
USED AND WHAT AREAS WILL NOT.

See photos.

DEBRIS MANAGEMENT SITE REPORT

Figure B-29
Site 8 – Henry S. Miller Commercial Property – Secondary



Figure B-30
Site 8 – Henry S. Miller Commercial Property – Photos



Figure B-31
Site 8 – Henry S. Miller Commercial Property – Photos (Cont.)



Figure B-32
Site 8 – Henry S. Miller Commercial Property – Photos (Cont.)



DEBRIS MANAGEMENT SITE REPORT

Investigation of Property Suitability

DEBRIS MANAGEMENT SITE (DMS)

DATE OF SITE INVESTIGATION: 11/18/08

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

PROPERTY NAME: Henry S. Miller Commercial Property

PROPERTY OWNER'S NAME: Henry S. Miller Commercial

PROPERTY OWNER'S ADDRESS:

PROPERTY OWNER'S PHONE NUMBER: 972-419-4000

ESTIMATED PROPERTY SIZE: 2 ACRES SITE GPS COORDINATES: N 32°45'39" W 97°02'12"

CHARACTERIZATION OF NEIGHBORING PROPERTIES	
EVALUATION FACTOR	COMMENTS
Property Current Land Use	None
Any proposed future land uses	Commercial property (for sale)
Environmental issues	None
Proximity to Schools, Churches, Community Centers	Fire Station
Property topography	Small hills
Open water sources	None
Ground water wells	None
Access to electricity/sewer/water	Phone, Cable, Gas lines
Soil integrity	Grass, dirt
Surface water drainage	Sufficient
Prevailing wind direction	East
Ingress/Egress	Existing driveway
Lighted area	No
Site security	Fence
Buffer Distance for Noise Control	500 feet
Property Developed	No
Property Adjacent to Airport/Airfield	No
Site able to handle large volume of trucks	No

SITE PREPARATION: High _____ Medium X Low _____

SUITABILITY TO WET WEATHER: High _____ Medium X Low _____

ABILITY TO SERVE A SPATIAL AREA: High _____ Medium _____ Low X

Appendix B

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

Open Burning _____

Air Curtain Incineration _____

Grinding X

WILL THIS SITE BE RECOMMENDED FOR USE (YES/NO) AND EXPLAIN:

_____ C&D

 X Vegetative

_____ Both C&D and Vegetative

_____ White Goods

_____ Other (Describe)

LIST NUMBERS OF EACH PHOTOGRAPH TAKEN OF THE PROPERTY: 0112 - 0120

THE FOLLOWING LANDFILLS ARE WITHIN 30 MILES OF THE SITE:

Grand Prairie Sanitary Landfill

Irving Hunter-Ferrell Landfill

City of Arlington/Republic Waste Landfill

SITE SKETCH: IDENTIFY MAJOR FEATURES OF SITE (ROADWAYS, BARRIERS TO USE, SPATIAL AREA).
IF ONLY PORTION OF PROPERTY IS SUITABLE FOR USE, PLEASE IDENTIFY WHAT AREA(S) WILL BE
USED AND WHAT AREAS WILL NOT.

See photos.

DEBRIS MANAGEMENT SITE REPORT

**Table B-1
Debris Management Site Matrix**

Site	Site 1 – Mountain Creek Soccer Complex	Site 2 – Clear Zone 1	Site 3 – Clear Zone 2	Site 4 – Auto Pound
Location	South Beltline Road, North of Interstate 20	NE 25 th Street and E Main Street	NE 25 th Street and Pine Street	Hardrock Road, north of Oakdale
GPS	N 32°41'3.07" W 96°59'1.85"	N 32°45'04" W 96°58'09"	N 32°45'07" W 96°58'06"	N 32°47'50" W 97°01'24"
Estimated Acres	119	16	7	16
Ranking (Primary, Secondary, Not Recommended)	Primary	Primary	Primary	Primary
Ingress/Egress (Easy access for trucks, ability to queue truck, etc.)	Good ingress/egress for debris removal trucks. The site is also sufficient in size to allow truck queuing within the site.	Good ingress/egress for debris removal trucks. The site is also sufficient in size to allow truck queuing within the site. There is a neighborhood within 500 feet of the site.	Good ingress/egress for debris removal trucks. The site is also sufficient in size to allow truck queuing within the site. There is a neighborhood within 500 feet of the site.	One lane for ingress, posing potential problems. Once inside site, maneuverability easier because of adequate site size.
Estimated usable acres (How many acres are clear land)	Approximately 119 acres	Approximately 16 acres	Approximately 7 acres	Approximately 10 acres
Level of site preparation needed (Minimal, medium, or lots of preparation needed)	Minimal amount of preparation needed.	Minimal amount of preparation needed.	Minimal amount of preparation needed.	Medium amount of preparation needed. Entrance and exit may need to be enhanced to create easier opportunity for truck access.
Property Current Land Use (Existing)	Community Soccer Complex	City Park/Unused Land	City Park/Unused Land	Unused Land

Appendix B

Site	Site 1 – Mountain Creek Soccer Complex	Site 2 – Clear Zone 1	Site 3 – Clear Zone 2	Site 4 – Auto Pound
structures, open field, etc.)				
Property Topography (Flat, hilly, pit, etc.)	Flat	Flat, sparse trees	Flat, sparse trees	Flat field with tall trees covering a quarter of the land
Environmental issues (Any issues, standing structures, wildlife, etc.)	Small pond borders property to the north	None	None	None
Type of ground (Sand, grass, usable dirt)	Grass, dirt, asphalt	Grass, usable dirt	Grass, usable dirt	Grass
Open water sources (Any standing water on site)	Small pond borders property to the north	None	None	None
Site Security (Any fence, would site be easy to secure?)	Site is fenced and locked	Site is fenced and locked	Site is fenced and locked	Only access point is fenced and locked. Trees block the rest of the perimeter.
Recommended Debris Type	C & D, Vegetative	C & D, Vegetative	C & D, Vegetative	C & D, Vegetative
Site able to handle large volume of trucks (Yes/No, access road speed, traffic)	Yes	Yes	Yes	Moderate, ingress/egress could pose problem

Site	Site 5 – GPISD Robinson	Site 6 – Lockheed Martin Testing Grounds	Site 7 – Grand Prairie Central Park	Site 8 – Henry S. Miller Commercial Property
Location	S. Robinson Road and W. Camp	Pioneer Parkway west of McCulloch	W. Warrior Trail East of S. Great	Duncan Perry Road and

DEBRIS MANAGEMENT SITE REPORT

Site	Site 5 – GPISD Robinson	Site 6 – Lockheed Martin Testing Grounds	Site 7 – Grand Prairie Central Park	Site 8 – Henry S. Miller Commercial Property
	Wisdom Road	Drive	Southwest Parkway	Avenue H
GPS	N 32°38'45" W 97°00'45"	N 32°42'42" W 97°01'53"	N 32°41'57" W 97°01'24"	N 32°45'39" W 97°02'12"
Estimated Acres	50	50	7	2.6
Ranking (Primary, Secondary, Not Recommended)	Primary	Primary	Primary	Secondary
Ingress/Egress (Easy access for trucks, ability to queue truck, etc.)	Good ingress/egress for debris removal trucks. The site is also sufficient in size to allow truck queuing within the site. There is a neighborhood within 500 feet of the site.	Good ingress/egress for debris removal trucks. The site is also sufficient in size to allow truck queuing within the site. There is a neighborhood within 500 feet of the site.	Good ingress/egress for debris removal trucks. The site is also sufficient in size to allow truck queuing within the site. There is a neighborhood within 500 feet of the site.	Small ingress/egress area. The site is rather small, making it difficult for trucks to maneuver. There is a neighborhood within 500 feet of the site.
Estimated usable acres (How many acres are clear land)	Approximately 50 acres	Approximately 40 acres	Approximately 6.5 acres	Approximately 2.6 acres
Level of site preparation needed (Minimal, medium, or lots of preparation needed)	Medium amount of preparation needed. The site needs a perimeter fence for site security.	Medium amount of preparation needed. The site needs a perimeter fence for site security.	Medium amount of preparation needed. The site needs a perimeter fence for site security.	Medium amount of preparation needed. Phone, cable and gas lines are on site. Small hills could be a problem for trucks.
Property Current Land Use (Existing structures, open field, etc.)	Independent School District Land	Lockheed Martin Testing Grounds	Unused Land	For Sale, vacant lot
Property Topography (Flat, hilly, pit,	Flat, clear land	Small hills and valleys, sparse trees	Flat, sparse trees	Small hills

Appendix B

Site	Site 5 – GPISD Robinson	Site 6 – Lockheed Martin Testing Grounds	Site 7 – Grand Prairie Central Park	Site 8 – Henry S. Miller Commercial Property
etc.)				
Environmental issues (Any issues, standing structures, wildlife, etc.)	None	None	Creek by tree line	Phone, cable and gas lines are on site.
Type of ground (Sand, grass, usable dirt)	Grass	Grass, usable dirt	Grass	Grass, usable dirt
Open water sources (Any standing water on site)	None	None	Creek	None
Site Security (Any fence, would site be easy to secure?)	Site is not fenced	Site is not fenced	Site is not fenced	Site is fenced
Recommended Debris Type	C & D, Vegetative	C & D, Vegetative	Vegetative	Vegetative
Site able to handle large volume of trucks (Yes/No, access road speed, traffic)	Yes	Yes	Yes	No, site is rather small

		HAULOUT TICKET #
Applicant:	Disaster #	
Program:	Contractor:	
Truck # :	Truck Capacity:	
TDSR Site:		
Haulout Debris Classification:		
<input type="checkbox"/> Vegetative Mulch	<input type="checkbox"/> White Goods	
<input type="checkbox"/> Ash	<input type="checkbox"/> Hazardous Materials / Toxic	
<input type="checkbox"/> C & D Mulch	<input type="checkbox"/> Household Hazardous Waste	
<input type="checkbox"/> C & D Compacted	<input type="checkbox"/> Other: _____	
Driver's Name:	Loading Odometer:	
Loading Time:	Loading Date:	
Monitor Signature:	I.D. #	
=====		
Disposal Site Location:	Disposal Odometer:	
Load Call (%):	Weight (tons / lbs.)	
Disposal Time:	Disposal Date:	
Monitor Name (print):	I.D. #	
Contractor Name (print):	I.D. #	
Notes:		
<small>White - Applicant Green and Yellow - Contractor Pink - Driver Gold - Site Copy</small>		
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Appendix C

		UNIT RATE TICKET	
		# _____	
Applicant: _____		Disaster # _____	
Program:			
<input type="checkbox"/> Parks		<input type="checkbox"/> Right-of-Entry	
<input type="checkbox"/> ROW Lean/Hanger		<input type="checkbox"/> Stumps	
<input type="checkbox"/> Time & Materials		<input type="checkbox"/> _____	
Contractor: _____		Crew # : _____	
Survey Item # : _____		GPS:	
		N: _____ W: _____	
House # : _____	Street Name: _____		Zone #: _____
Parcel # : _____		ROE # : _____	
Contract Rate Code:			
1 3 5 7 9 2 4 6 8 Other: _____			
Contract Rate Sub-Code			
A C E G I B D F H Other: _____			
Unit Count: _____		Measurement: _____	
Start Time: _____	A P	End Time: _____	A P
		Date: _____	
Monitor Name (print): _____		I.D. # _____	
Contractor Name (print): _____		I.D. # _____	
Notes: 			
<i>White - Applicant Green and Yellow - Contractor Pink - Driver Gold - Site Copy</i>			
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**TRUCK
CERTIFICATION**

CAPACITY	VEHICLE I.D.

GENERAL INFORMATION					
Applicant:		Disaster #		Contractor:	
1st Tier Sub:		2nd Tier Sub:		Date:	Time: A P
Driver Name:		License #		State:	Expiration:
Driver Phone:		Tag #		State:	Expiration:
Vehicle Type:					
<input type="checkbox"/> Dump Truck		<input type="checkbox"/> Hydraulic Dump Trailer		<input type="checkbox"/> Non-hydraulic Dump Trailer	
<input type="checkbox"/> Semi-Trailer		<input type="checkbox"/> Self-Loading Truck		<input type="checkbox"/> Other: _____	
Features:					
<input type="checkbox"/> Sideboards		<input type="checkbox"/> Dog Box		<input type="checkbox"/> Curved/Angled Sides/Floor	
<input type="checkbox"/> Tail Gate Extension		<input type="checkbox"/> Wheel Wells		<input type="checkbox"/> Other: _____	
MEASUREMENT INFORMATION					
Primary Interior Dimensions:	L ₁	x W ₁	x H ₁	= V ₁	Inches (whole number)
Modifications to Overall Interior Dimensions Circle "+" for Addition or "-" for deduction Type Code: A = Box Shape; B = Sideboards; C = Tail Gate Extension; D = Dog Box; E = Wheel Wells; F = Other					
Type Code ₂ :	L ₂	x W ₂	x H ₂	= V ₂	<input type="checkbox"/> +2 + / -
Type Code ₃ :	L ₃	x W ₃	x H ₃	= V ₃	<input type="checkbox"/> +2 + / -
Type Code ₄ :	L ₄	x W ₄	x H ₄	= V ₄	<input type="checkbox"/> +2 + / -
Round Bottom Truck:	$[\pi \times (D \div 2)^2 \times L] \div 2$		$[3.14 \times (\text{_____} \div 2)^2 \times \text{_____}] \div 2$		= V ₅ + / -
V _{total} = Primary Interior Cubic Inches +/- Modification Cubic Inches				= V _{total}	CYD
CYD = V _{total} / 46,656 (rounded to the nearest whole number)					
VEHICLE SKETCH					
<p>Primary (Side View)</p>			<p>Primary (End View)</p>		
<p>Type Code₂: (if applicable)</p>		<p>Type Code₃: (if applicable)</p>		<p>Type Code₄: (if applicable)</p>	
<p>Round Bottom: (if applicable)</p>					
Measured by: I.D. #		Calculated by: I.D. #		Checked by: I.D. #	
Applicant Representative (print): I.D. #			Contractor Representative (print): I.D. #		
Signature:			Signature:		
<i>White - Applicant Green and Yellow - Contractor Pink - Driver Gold - Site Copy</i> ©2008 Beck Disaster Recovery, Inc. All Rights Reserved					

Appendix D

HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY



FEMA

RECOVERY POLICY - RP9523.11

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: May 1, 2006

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two



FEMA

RECOVERY POLICY - RP9523.11

feet from the ground), with the consensus of the Applicant and the State, and is approved in advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps – the same equipment is used to pick up “regular” debris can be used to pick up these stumps.

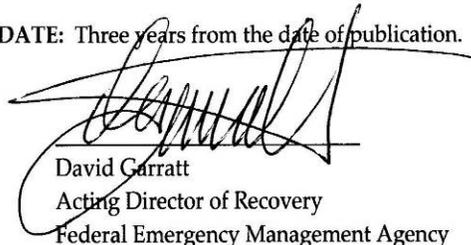
4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level, and the cut portion included with regular vegetative debris. Straightening or bracing of trees is not eligible for reimbursement.

VIII. ORIGINATING OFFICE: Recovery Division (Public Assistance Branch)

IX. SUPERSESSION: This Policy Directive supersedes all previous guidance on this subject.

X REVIEW DATE: ~~Three years from the date of publication.~~



David Garratt
Acting Director of Recovery
Federal Emergency Management Agency

HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

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

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

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

Hazardous Stump Worksheet

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available): _____ Signature: _____

State Representative (if available): _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps CY	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Appendix E

SAMPLE PRESS RELEASES

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

Grand Prairie, Texas – The potential for dangerous tornado/flash flood conditions is eminent for the City of Grand Prairie and its residents. In anticipation of a likely large debris-generating storm, residents are asked to secure or store all yard items that may become damaging projectiles. The City is prepared and has a plan in place to immediately respond following the event. Once dangerous conditions subside and roads have been cleared of obstructions, residents should bring any debris to the public right-of-way for removal.

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

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

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

Grand Prairie residents are encouraged to stay indoors until dangerous winds have passed. Please tune into local news channels for updated weather information.

#####

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

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

The public right-of-way is the area of residential property that extends from the street to the sidewalk, ditch, utility pole or easement. Keep vegetative debris (woody burnable debris such as limbs and shrubbery) separated from construction and demolition debris, as they will be collected separately. Bagged debris should not be

Appendix E

placed on the public right-of-way, only loose debris will be collected. Any household hazardous waste, roof shingles or tires resulting from **INSERT EVENT**, may be eligible for removal and should be separated at the curb.

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

If all debris is not picked up during the initial pass, please continue to push remaining debris to the right-of-way for collection on subsequent passes. Household garbage collection will resume to its normal schedule on **INSERT DATE AND TIME**. Please check the City of Grand Prairie Web site **INSERT WEB SITE** for additional information and updates on the debris removal process.

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

####

For Immediate Release (72 hours Prior to final pass of debris removal)

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

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

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

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

You can follow the debris removal efforts in your neighborhood and the rest of the city by going to the City of Grand Prairie Web site **INSERT WEB SITE**, or by calling **INSERT NUMBER**.

####

Appendix F

SAMPLE RIGHT-OF-ENTRY AGREEMENT

ROE Number:

RIGHT OF ENTRY AGREEMENT

City of Grand Prairie, Texas

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

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

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

STRUCTURAL DEMOLITION/REMOVAL

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

Appendix F

demolish or remove structures as part of the debris removal program, and that any structures that may be removed under the program are recognized to be unsafe.

For the considerations and purposes set forth herein, I hereby set my hand this _____ day of _____, 20____.

Owner Signature: _____ Owner Signature: _____

Printed Name: _____ Printed Name: _____

Address Telephone

Witness (Signature/Printed Name): _____

Address: _____

Appendix G

SAMPLE MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

Now therefore, the Parties agree as follows:

I. PROPERTY

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

II. TERM

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

III. AGREEMENT

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

IV. CITY OBLIGATIONS

- a. Obtain, or cause to be obtained, all required local, state, and federal permits for the operation of a DMS;

Appendix G

- b. Install, or caused to be installed, if necessary, a temporary access road (of gravel, graded dirt, or other temporary material) for access of debris hauling vehicles to the Property;
- c. Manage, or cause to be managed, the DMS during the entire period of CITY use;
- d. Remove, or cause to be removed, all debris, vehicles, equipment, and temporary structures located on the property which were placed thereon by the CITY, its employees, agents, contractors, subcontractors, and representatives;
- e. Restore, or cause to be restored, the property to the property's pre-use condition prior to the return of use of property to the OWNER;
- f. Perform, or cause to be performed, soil testing and abatement of any hazards created on the property as a direct result of CITY use as required under local, state, and federal law prior to the closing of the debris site and return of use of the property to the OWNER;
- g. Repair, or cause to be repaired, any damage to the property, including buildings and structures located on the property, caused as a direct result of CITY use of the property; in lieu of making or causing to make repair, the CITY may compensate OWNER for the cost of said repair upon agreement of both parties.

V. OWNER OBLIGATIONS

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

VI. COMMENCEMENT DATE

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

VII. ASSIGNMENT

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

VIII. COMPENSATION

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

SAMPLE MEMORANDUM OF AGREEMENT

IX. DMS OPERATIONS

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

X. WORKING HOURS

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

XI. DEBRIS DISPOSAL

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

XII. DEBRIS SOURCES

The debris stream entering the DMS may include debris generated in the unincorporated areas of _____ the CITY, areas within neighboring municipalities, areas within County jurisdiction, and from road right-of-ways maintained by the Texas Department of Transportation (TxDOT). The CITY will coordinate with the TxDOT, the County and neighboring municipalities with regard to debris disposal at the CITY-operated DMS. The intention of this Agreement is to create an arrangement where TxDOT, the County, and municipalities can deliver their debris to the DMS upon approval by the CITY, and does not necessitate individual agreements between the OWNER and each entity.

XIII. NOTICES

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

XIV. INDEMNIFICATION

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

XV. TERMINATION

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

Appendix G

OWNER: _____

CITY: _____

XVI. ENTIRE AGREEMENT

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

XVII. GOVERNING LAW

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

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

OWNER

BY: _____
(Signature)

(Print Name)

(Title)

DATE: _____

CITY OF GRAND PRAIRIE

BY: _____
(Signature)

(Print Name)

(Title)

DATE: _____

SAMPLE MEMORANDUM OF AGREEMENT

WITNESS

BY:

(Signature)

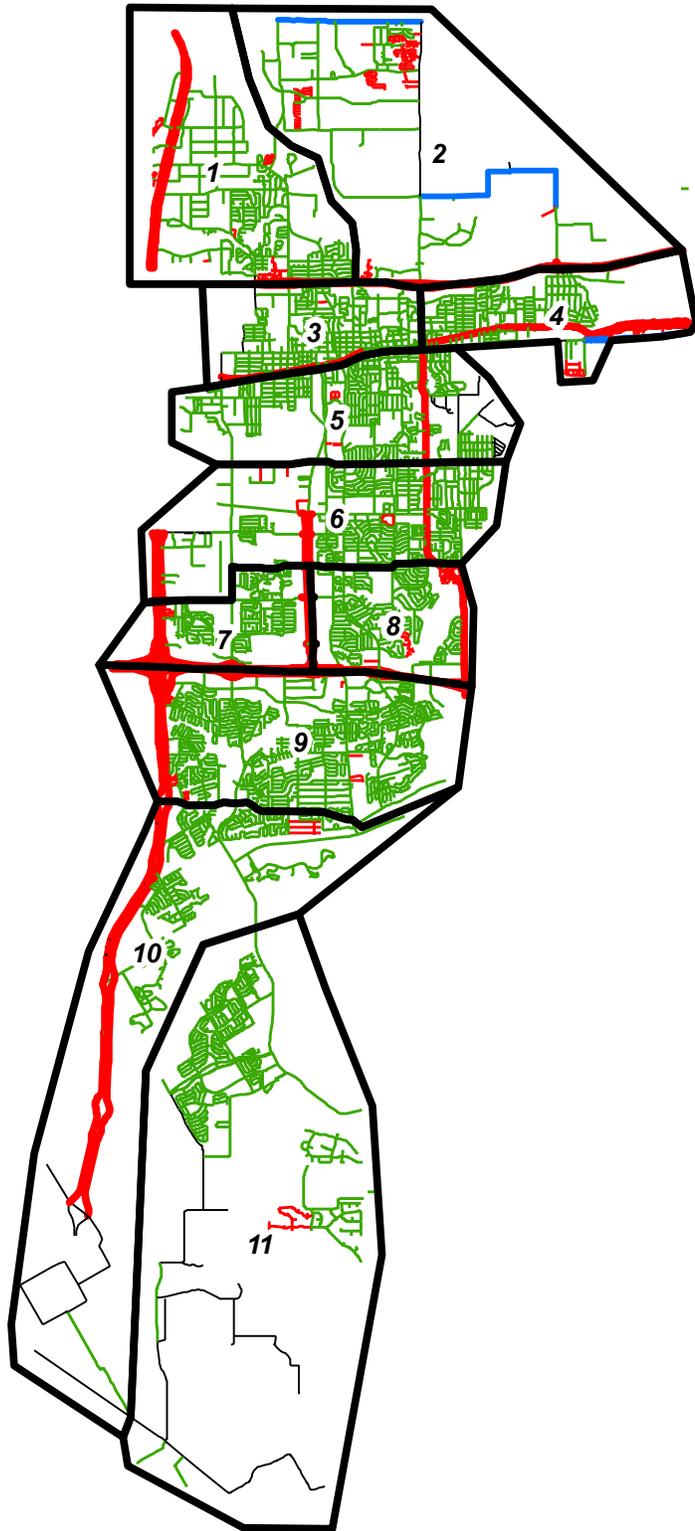
(Print Name)

(Title)

DATE:

Appendix H

ZONE MAPS

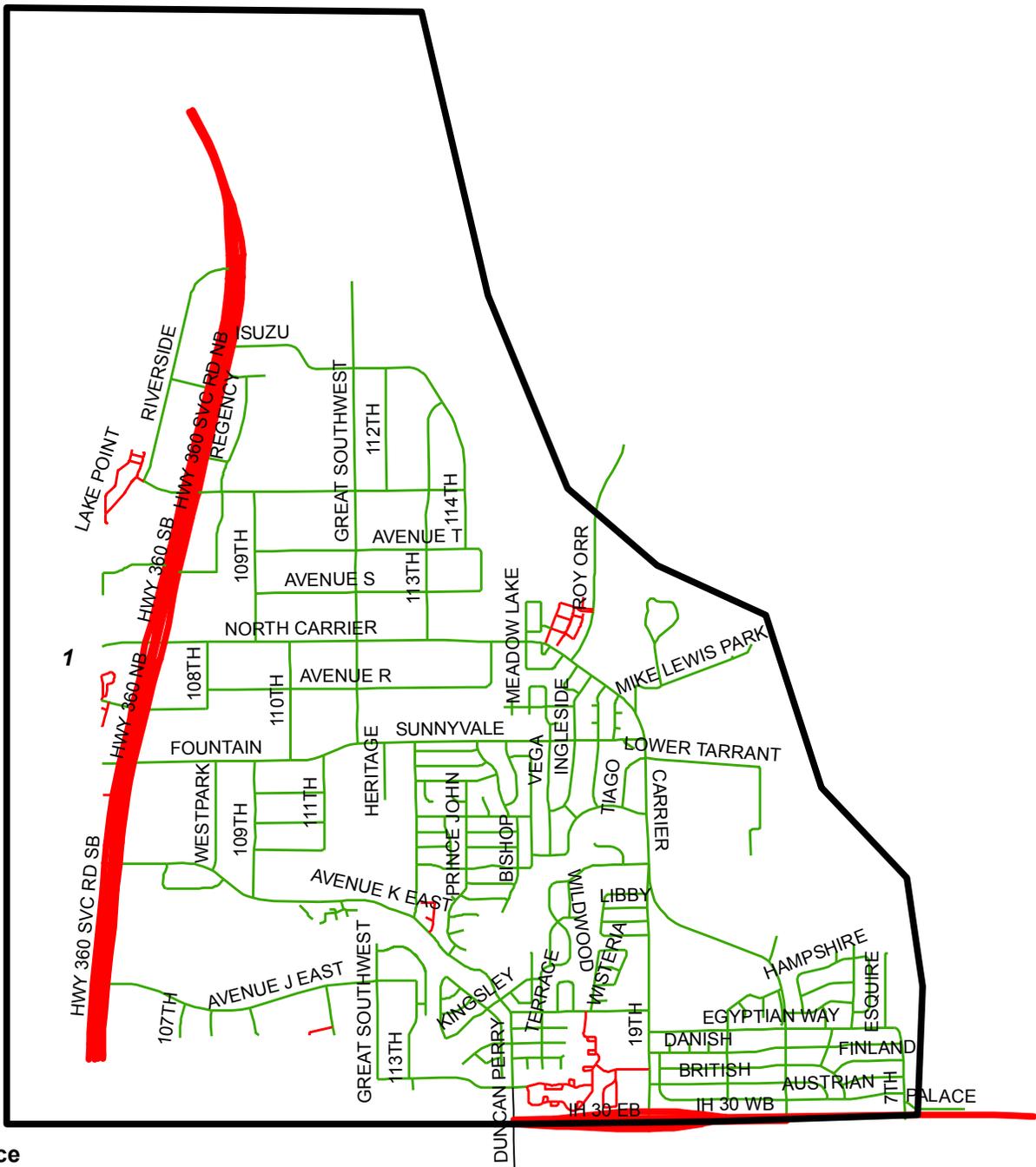


-  Zones
- Streets**
- Maintenance**
-  STATE
-  COUNTY
-  CITY GRAND PRAIRIE
-  CITY OF MANSFIELD
-  PRIVATE
-  OTHER



Zones

BDR 2008
 Source: Layers Provided by:
 City of Grand Prairie
 StatePlane Texas North Central
 FIPS 4202 Feet
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 Created in ArcGIS 9.1 using ArcMap



Zones

Streets

Maintenance

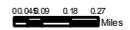
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- COUNTY
- CITY GRAND PRAIRIE
- CITY OF MANSFIELD
- PRIVATE
- OTHER



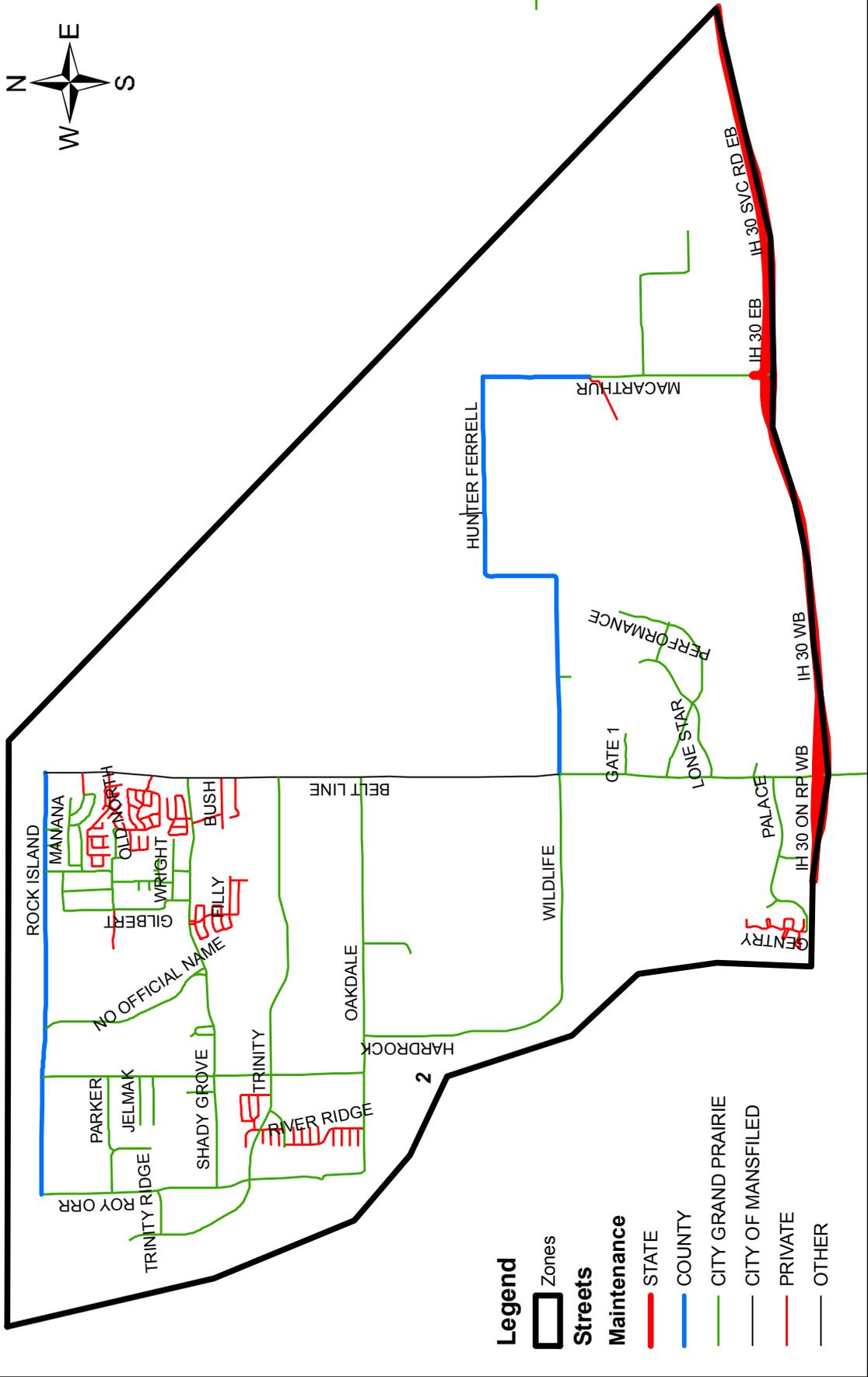
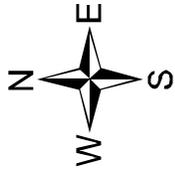
Zone 1

BDR 2008

Source: Layers Provided by:
City of Grand Prairie
StatePlane Texas North Central
FIPS 4202 Feet



Created in ArcGIS 9.1 using ArcMap



Legend

Zones

Streets

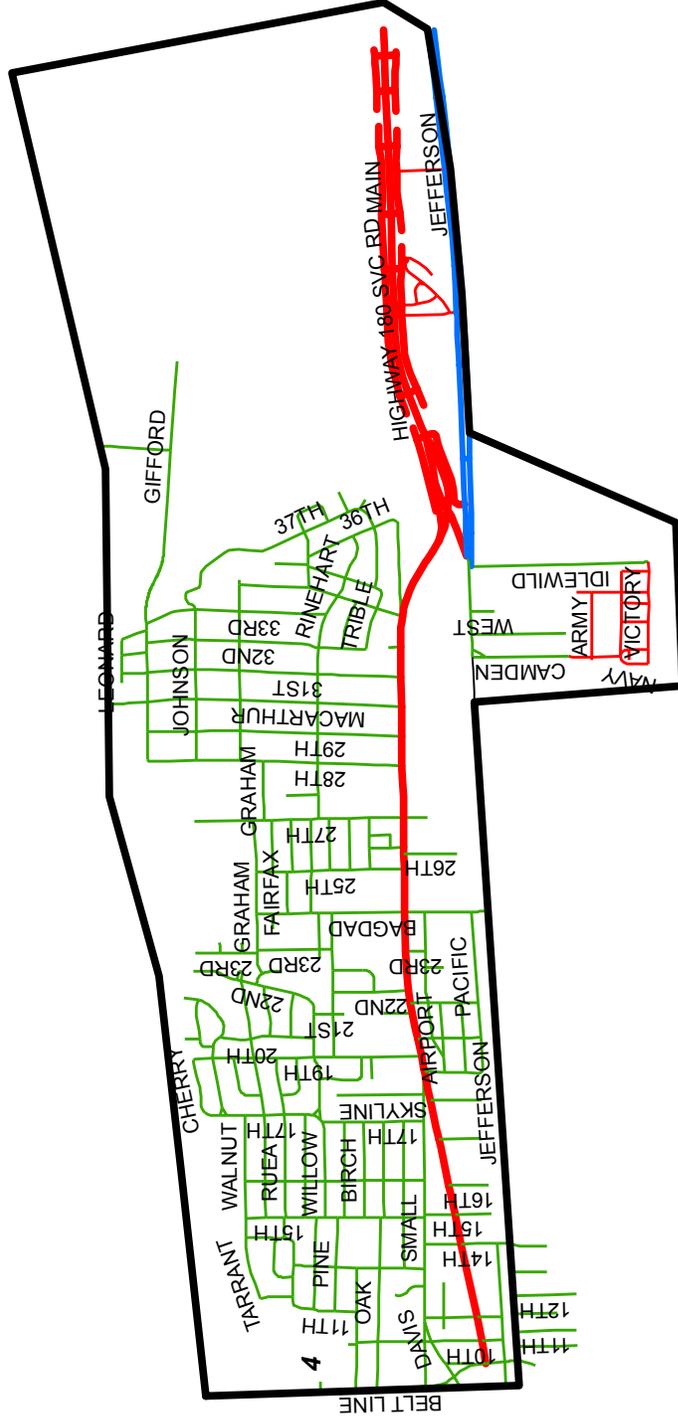
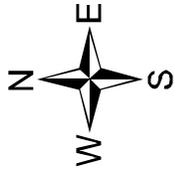
- Maintenance**
- STATE
 - COUNTY
 - CITY GRAND PRAIRIE
 - CITY OF MANSFIELD
 - PRIVATE
 - OTHER



Zone 2

BDR 2008
 Source: Layers Provided by:
 City of Grand Prairie
 StatePlane Texas North Central
 FIPS 4202 Feet
 Created in ArcGIS 9.1 using ArcMap





Zones

Streets

Maintenance

STATE

COUNTY

CITY GRAND PRAIRIE

CITY OF MANSFIELD

PRIVATE

OTHER



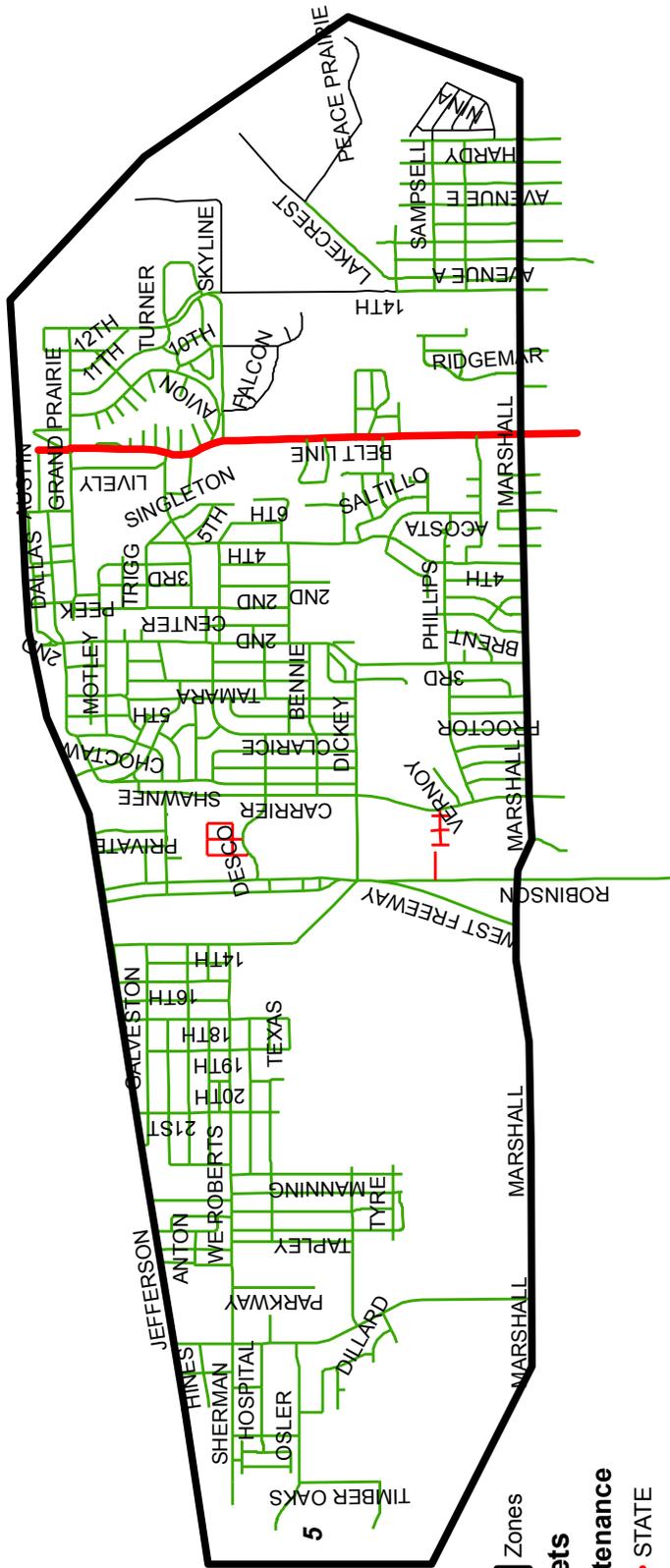
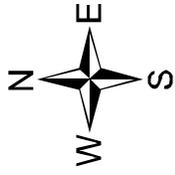
Zone 4

BDR 2008

Source: Layers Provided by:
City of Grand Prairie
StatePlane Texas North Central
FIPS 4202 Feet

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Created in ArcGIS 9.1 using ArcMap



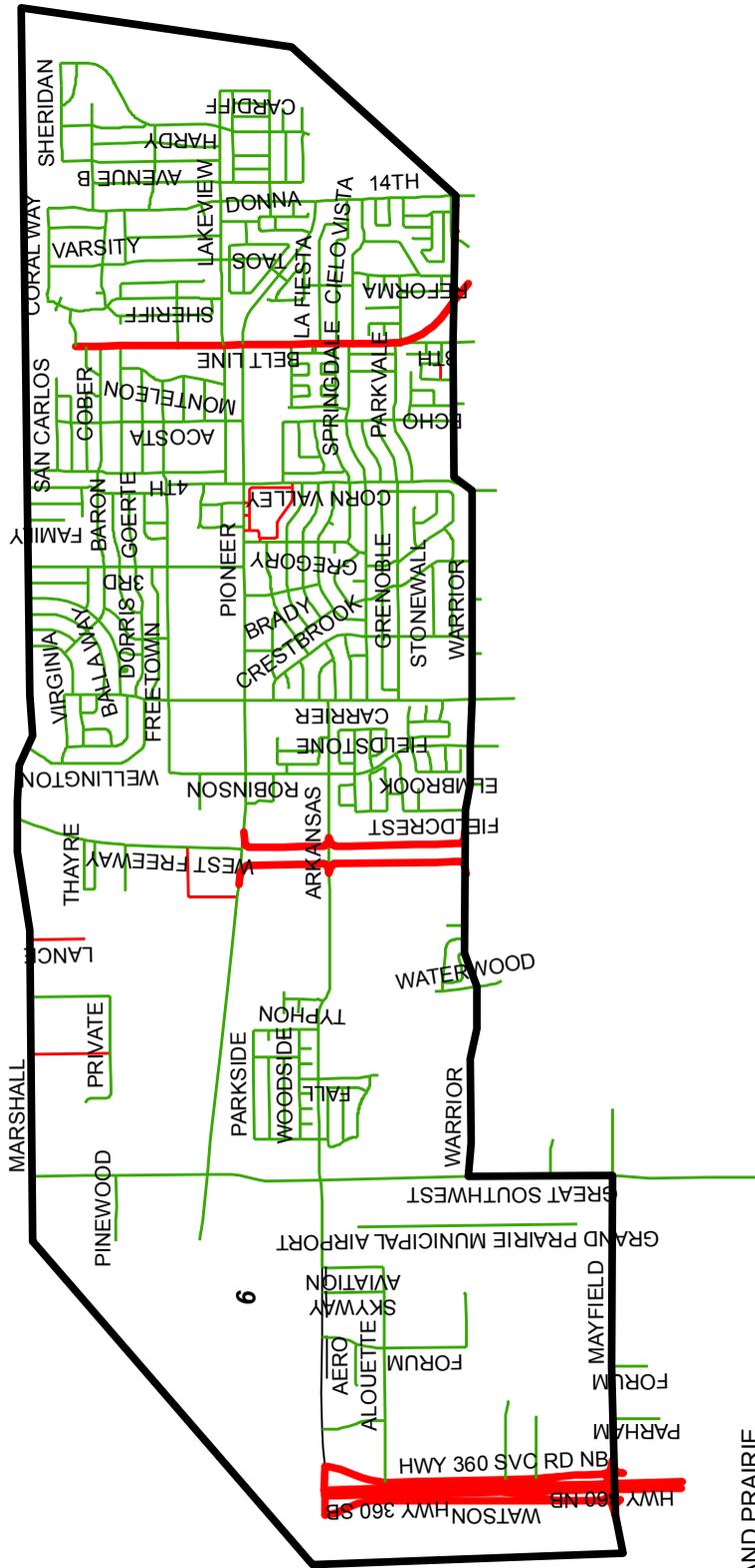
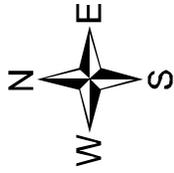
- Zones
- Streets**
- Maintenance**
- STATE
- COUNTY
- CITY GRAND PRAIRIE
- CITY OF MANSFIELD
- PRIVATE
- OTHER



Zone 5

BDR 2008
 Source: Layers Provided by:
 City of Grand Prairie
 StatePlane Texas North Central
 FIPS 4202 Feet
 Created in ArcGIS 9.1 using ArcMap





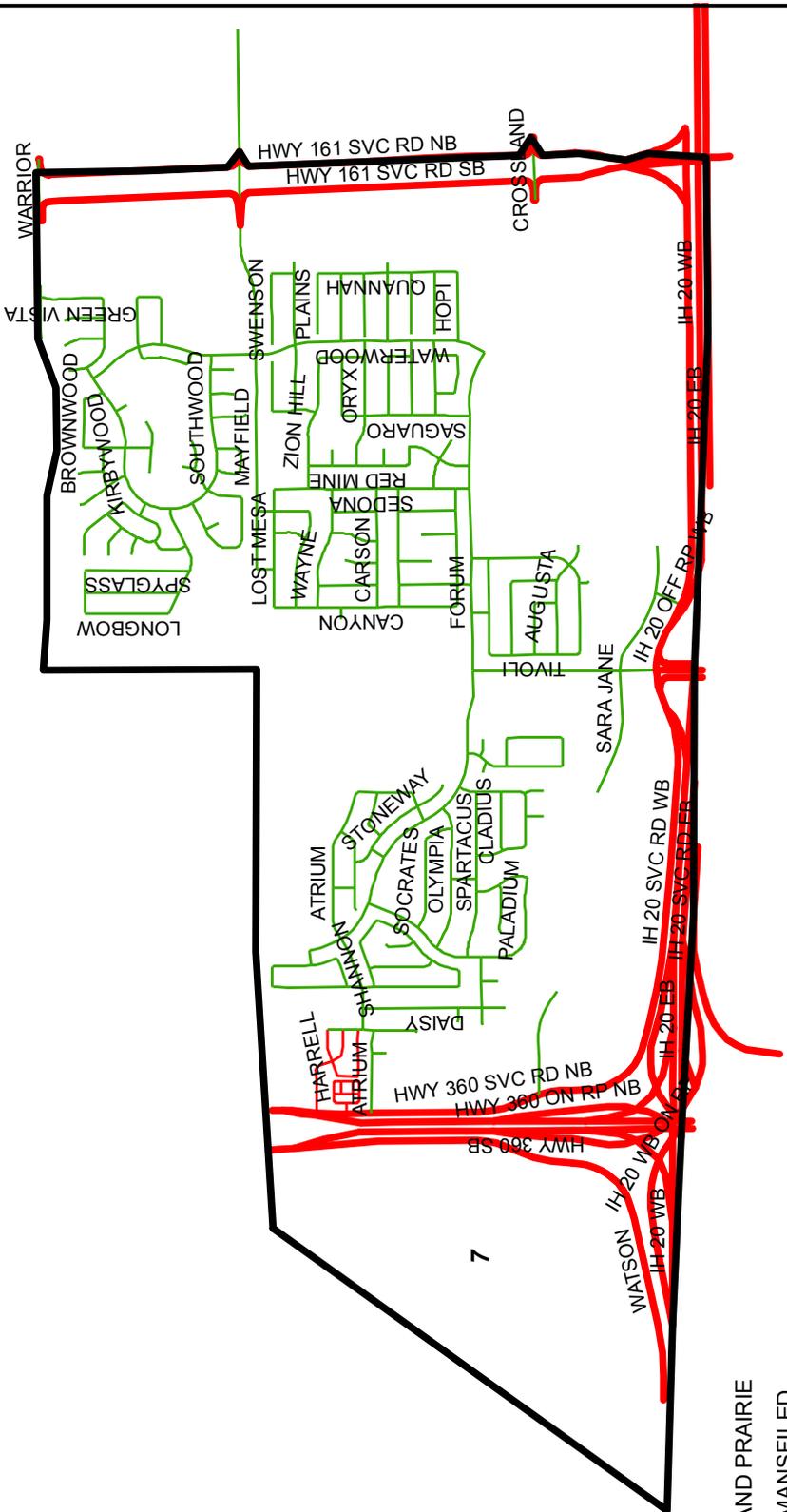
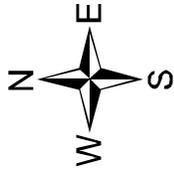
- Zones
- Streets**
- Maintenance**
- STATE
- COUNTY
- CITY GRAND PRAIRIE
- CITY OF MANSFIELD
- PRIVATE
- OTHER



Zone 6

BDR 2008
 Source: Layers Provided by:
 City of Grand Prairie
 StatePlane Texas North Central
 FIPS 4202 Feet
 Created in ArcGIS 9.1 using ArcMap

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 Miles



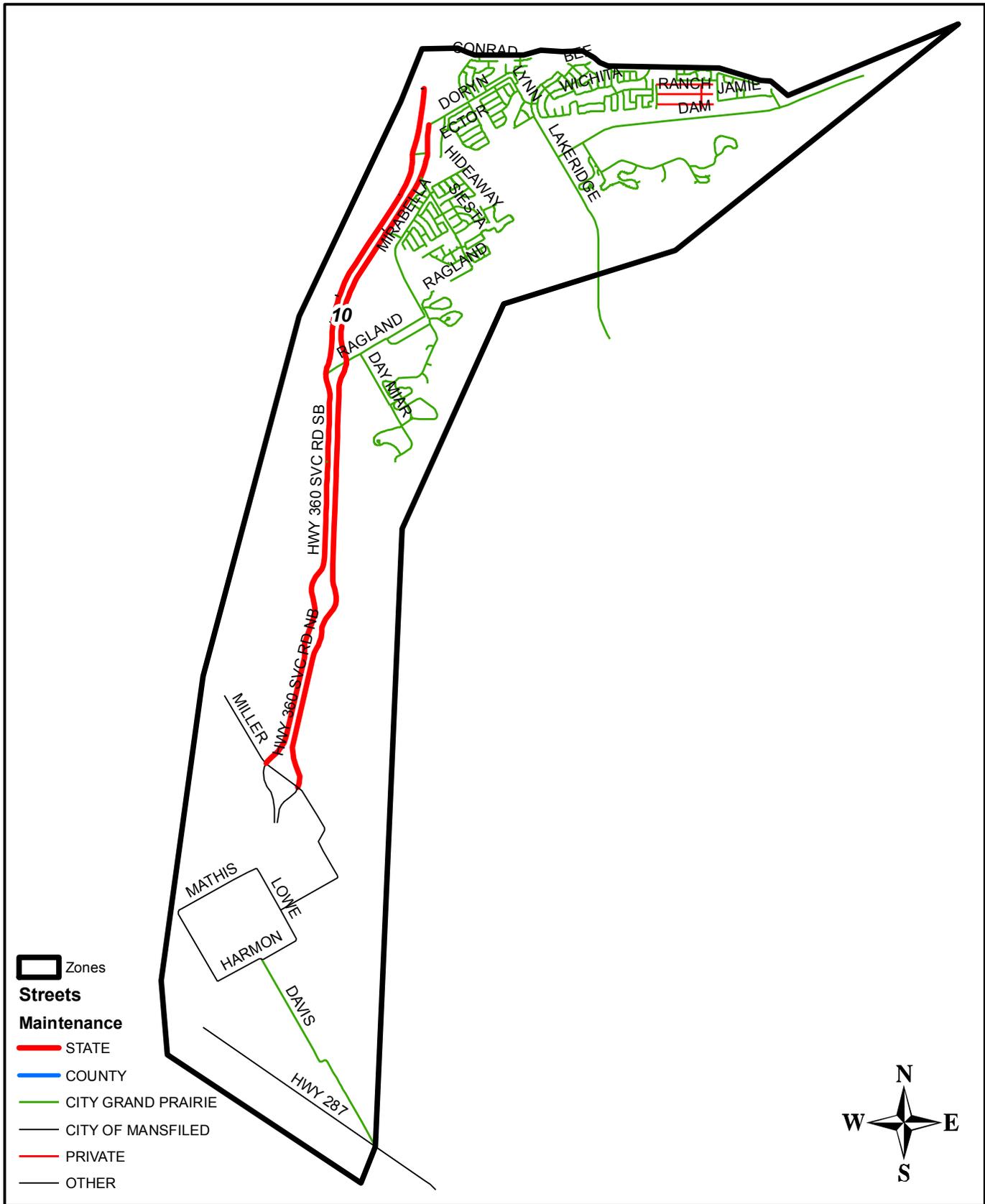
- Zones
- Streets**
- Maintenance**
- STATE
- COUNTY
- CITY GRAND PRAIRIE
- CITY OF MANSFIELD
- PRIVATE
- OTHER

000008 012 018

BDR 2008
 Source: Layers Provided by:
 City of Grand Prairie
 StatePlane Texas North Central
 FIPS 4202 Feet
 Created in ArcGIS 9.1 using ArcMap

Zone 7





 Zones

Streets

Maintenance

 STATE

 COUNTY

 CITY GRAND PRAIRIE

 CITY OF MANSFIELD

 PRIVATE

 OTHER



Zone 10

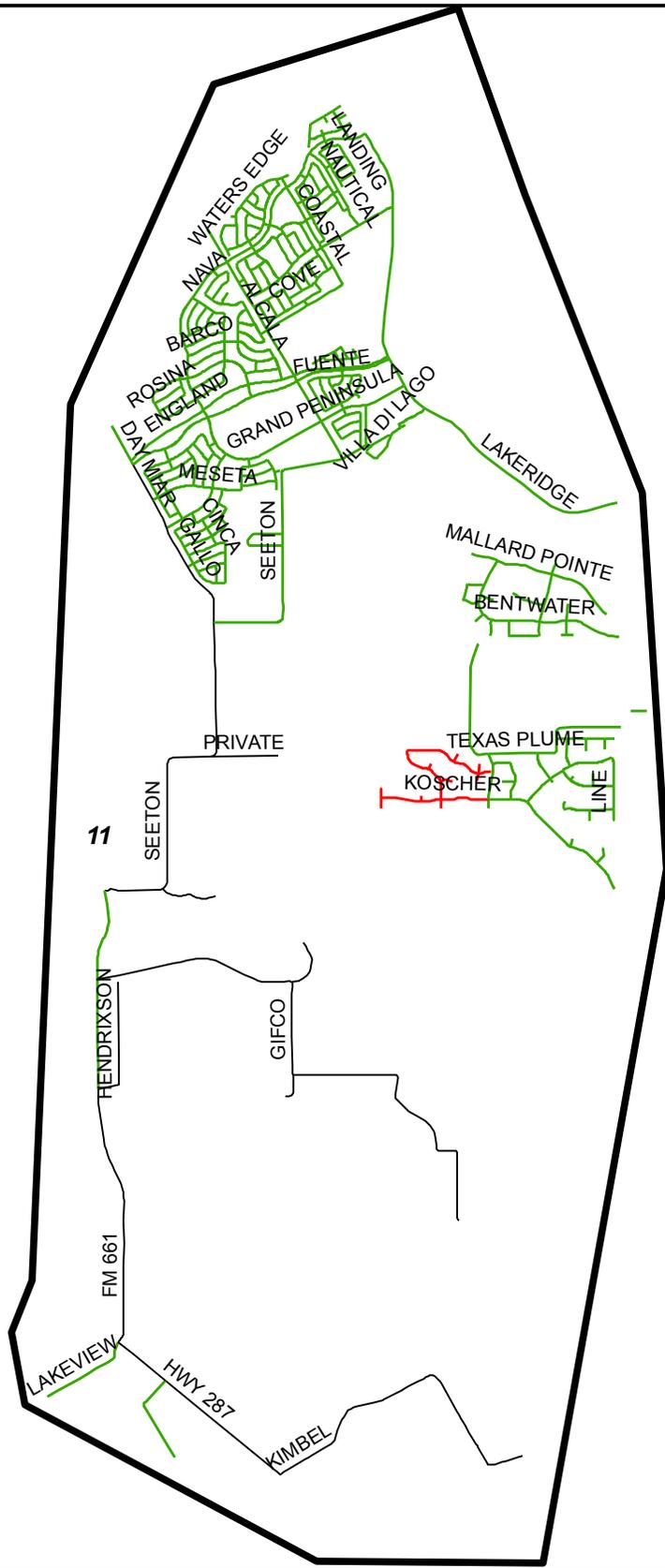
BDR 2008

Source: Layers Provided by:
City of Grand Prairie

StatePlane Texas North Central
FIPS 4202 Feet

Created in ArcGIS 9.1 using ArcMap





-  Zones
- Streets**
- Maintenance**
-  STATE
-  COUNTY
-  CITY GRAND PRAIRIE
-  CITY OF MANSFILED
-  PRIVATE
-  OTHER



Zone 11

BDR 2008
 Source: Layers Provided by:
 City of Grand Prairie
 StatePlane Texas North Central
 FIPS 4202 Feet

 Created in ArcGIS 9.1 using ArcMap

Appendix J

HEALTH AND SAFETY STRATEGY

Health and Safety Strategy

Purpose

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

1.0 Dissemination of Information

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

2.0 Compliance

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

3.0 Job Hazard Assessment

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

- **Disaster Debris** – Disasters that result in property damage typically generate large quantities of debris which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the region (e.g., terrain, climate, dwelling and building types, population, etc.) and the debris-

generating event (e.g. type, event strength, duration, etc.). In addition, the disaster debris produces a host of uneven surfaces, which must be negotiated.

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

4.0 Administrative and Engineering Controls

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

Collection Operations

- Conduct debris removal operations during daylight hours only.
- Limit cleanup operations to one side of the road at a time.

- Limit collection work under overhead lines.
- Inspect piles before using heavy equipment to remove them to ensure that there are no hazardous obstructions.
- Make sure that all collection vehicles have properly functioning lights, horns and backup alarms.
- Load collection vehicles properly (not overloaded or unbalanced).
- Cover and secure loads, if necessary.
- When monitoring the collection process, stay alert in traffic and use safe driving techniques.

Power Tools

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

Debris Reducing Machinery (Grinders/Wood Chippers)

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

DMS/Disposal Operations

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

5.0 Personal Protective Equipment

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

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

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

- **Head Protection** – Equipment designed to provide protection for an individual's head against hazards such as falling objects or the possibility of striking one's head against low hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection – Protective Headwear for Industrial Workers – Requirements."
- **Foot Protection** – Equipment designed to provide protection for an individual's feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, "American National Standard for Personal Protection – Protective Footwear."
- **Hand Protection** – Equipment designed to provide protection for an individual's hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces.
- **Vision/Face Protection** – Equipment designed to provide protection for an individual's eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection." Again, the proper eye/face protection necessary is dependent upon the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper.
- **Hearing Protection** – Equipment designed to provide protection for an individual's hearing against prolonged exposure to high noise levels. According to OSHA, the permissible level of sound is an average of 90 decibels over the course of an eight (8) hour work day. Above the sound exposure level, hearing protection is required. PPE used to protect hearing

must comply with ANSI S3.19-1974, “American National Standard Practice for Personal Protection – Hearing Protection.”

- **Respiratory Protection** – Equipment designed to provide protection for an individual’s respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to protect the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection requires a qualitative fit test and in some cases a pulmonary fit test by a licensed medical professional.

6.0 PPE Debris Removal Activity

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

Debris Collection Monitoring

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

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

Debris Disposal Monitoring

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

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

Debris Removal

Appendix J

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

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

Debris Disposal and Reduction

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

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

Debris Cutting and Trim Work

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

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

For additional information regarding health and safety requirements, please contact OSHA:

Health and Safety Contact Information	
Occupational Safety & Health Administration	1-800-321-6742

Appendix K

FEMA FACT SHEET RP9580.201



FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL APPLICANT'S CONTRACTING CHECKLIST

Overview

To be eligible for reimbursement under the Public Assistance Program, contracts for debris removal must meet rules for Federal grants, as provided for in 44 CFR Part 13.36 *Procurement* (http://www.access.gpo.gov/nara/cfr/waisidx_04/44cfr13_04.html). Public Assistance applicants should comply with their own procurement procedures in accordance with applicable State and local laws and regulations, provided that they conform to applicable Federal laws and standards identified in Part 13. The following guidance is provided to assist Public Assistance applicants in the procurement process.

Contracting Process Checklist

- Use competitive bidding procedures. Complete and document a cost analysis to demonstrate price reasonableness on any contract or contract modification where adequate price competition is lacking, as detailed in 44 CFR 13.36(f).
- Provide a clear and definitive scope of work and monitoring requirements in the request for proposals/bids. Use acceptable emergency contracting procedures that include an expedited competitive bid process only if time does not allow for more stringent procedures.
- Require bidders to provide copies of references, licenses, financial records, and proof of insurance and bonding.
- Obtain review from your legal representative of your procurement process and any contract to be awarded to ensure they are in compliance with all Federal, State, and local requirements.
- Document procedures used to obtain/award contracts (procurement information, bid requests and tabulations, etc).
- Use load ticket requirement to record with specificity (e.g., street address) where debris is picked up and the amount picked up, hauled, reduced and disposed of.

FEMA will, when requested by applicants, assist in the review of debris removal contracts. However, such a review does not constitute approval.

Prepared By: Public Assistance Branch - Date Prepared: August 30, 2006 - Page 1 of 4



FEMA

RECOVERY DIVISION
FACT SHEET
RP9580.201

DEBRIS REMOVAL
APPLICANT'S CONTRACTING CHECKLIST

Contract Provisions Checklist

All contracts must contain/reflect the following provisions:

- All payment provisions must be based on unit prices.
- No payments may be based on time and material costs unless limited to work performed during the first 70 hours of actual work following a disaster event.
- That payment will be made only for debris that FEMA determines eligible, referencing FEMA regulations and Public Assistance guides and fact sheets. (This is an optional provision to protect the applicant, and is used only following a major disaster declaration.)
- An invoice provision requiring contractors to submit invoices regularly and for no more than 30-day periods.
- A "Termination for Convenience" clause allowing contract termination at any time for any reason.
- A reasonable limit on the period of performance for the work to be done.
- A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and limiting use of subcontractors to only those you approve.
- The preference that the contractor use mechanical equipment to load and reasonably compact debris into the trucks and trailers.
- The requirement that the contractor provide a safe working environment, including properly constructed monitoring towers.
- Option of a unit price for extracting from ground and removing FEMA-eligible stumps (only for stumps with diameters larger than 24 inches, measured 24 inches above the ground, and with 50% or more of the root ball exposed), or including all stumps in the unit price.



FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL APPLICANT'S CONTRACTING CHECKLIST

Contract Provisions Checklist - Continued

All contracts must contain/reflect the following provisions:

- Requirement that all contract amendments and modifications be in writing.
- Requirement that contractor obtain adequate payment and performance bonds and insurance coverage.

Pre-Disaster and Stand-By Contracts Checklist

- It is recommended that you pre-qualify contractors prior to an event and solicit bid prices from this list of contractors once an event has occurred.
- The solicitation for pre-qualifying contractors must adequately define in the proposed scope of work all the potential types of debris, typical haul distances, and size of events for which a contract may be activated.
- To ensure reasonable debris removal costs, award debris removal contracts based on unit prices (volume or weight).
- If the contract is awarded on a time and material basis, it should be limited to no more than 70 hours of actual clearance and removal operations.
- After the initial 70-hour period, payment should be on a unit price basis (volume or weight).

Prepared By: Public Assistance Branch - Date Prepared: August 30, 2006 - Page 3 of 4



FEMA

RECOVERY DIVISION

FACT SHEET

RP9580.201

DEBRIS REMOVAL

APPLICANT'S CONTRACTING CHECKLIST

Avoidance Checklist

- DO NOT:** Award a debris removal contract on a sole-source basis.
- DO NOT:** Sign a contract (including one provided by a contractor) until it has been thoroughly reviewed by your legal representative.
- DO NOT:** Allow any contractor to make eligibility determinations, since only FEMA has that authority.
- DO NOT:** Accept any contractor's claim that it is "FEMA certified." FEMA does not certify, credential, or recommend debris contractors.
- DO NOT:** Award a contract to develop and manage debris processing sites unless you know it is necessary, and have contacted the State for technical assistance concerning the need for such operations. Temporary debris storage and reduction sites are not always necessary.
- DO NOT:** Allow separate line item payment for stumps 24 inches and smaller in diameter; these should be treated as normal debris.
- DO NOT:** "Piggyback" or utilize a contract awarded by another entity. Piggybacking may be legal under applicable state law; however, the use of such a contract may jeopardize FEMA funding.
- DO NOT:** 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.

Appendix L
CITY PROCUREMENT PROCEDURES

PURCHASING MANUAL



REVISED 02/06

**CITY OF GRAND PRAIRIE
PURCHASING MANUAL
REVISED 02/2006**

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I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 02/06

1. EQUAL OPPORTUNITY FOR ALL VENDORS

It is the policy of the city of Grand Prairie to involve all vendors in all phases of its procurement practices and to provide them equal opportunities to compete for contracts for construction, professional services, purchases of equipment and supplies, and provision of other services required by the city.

Please refer all vendors to the City's website, gptx.org, or to the Purchasing Division for instruction on how to get on **Bidder's List** for future request for bids.

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 02/06

2. IRRESPONSIBLE VENDORS

Any vendor who fails to comply with the terms of the award or specification of a bid may, upon the recommendation of the city Purchasing Agent and Finance Director, be declared an irresponsible vendor. The penalty imposed may be for a period varying from three months to twelve months during which time bids may be submitted by such vendor but shall not be considered.

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 07/94

3. RECEIVING, INSPECTION, AND ACCEPTANCE OF GOODS & SERVICES

The ordering department shall be responsible for inspection of all goods and services when delivered thereby assuming full responsibility for acceptance of such. Purchased articles will be subject to such tests as necessary to determine their compliance with the specifications. Person doing final inspection of receiving goods and services on behalf of City must sign the delivery document or invoice to indicate the acceptance.

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 07/94

4. ACCEPTING EQUIPMENT "ON TRIAL"

Equipment or accessories may not be put to use by any department for the purpose of testing its suitability or fitness in advance of purchase, without the prior notification of the Purchasing Manager.

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 07/94

5. RENTAL OF EQUIPMENT

Equipment or accessories shall not be rented without prior approval from the Purchasing Division so that equipment from existing price agreement contracts can be arranged for.

- A. Vehicle and Heavy Equipment rental must be approved by the Fleet Manager.
- B. Computer Equipment rentals must be approved by the Information Technology Manager.
- C. Photocopying Machines are rented through State Contracts. Contact the Purchasing Division for assistance in selecting a copier.

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 07/94

6. ORDERING DIRECTLY FROM VENDOR REPRESENTATIVES

Departments do not have authority to order direct from, or in the absence of permission from the city Purchasing Manager or to negotiate with vendor representatives, except for the case of a field purchase order transaction. Vendor representatives who solicit business from department or division managers are to be referred to the Purchasing Office, where they may be interviewed and placed on the appropriate bid list. However, customer departments are encouraged to discuss with vendor representatives the highly technical aspects of their various needs so that a determination of needs can be properly assessed.

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 07/94

7. PURCHASING OFFICE INDEPENDENT OF DEPARTMENTS

The Purchasing Division is not a clerical agency for other departments, but exercises authority and control independent of city departments. The Purchasing Division may substitute other appropriate articles for those requested and may postpone or deny a purchase if the purchasing agent determines that a purchase is unbudgeted or otherwise violates the city's purchasing procedures and guidelines.

However, the office is a source of assistance to all customer departments and will assist them in every possible manner in accomplishing their objectives. The Purchasing Division will maintain a file of catalogs, an automated bid list file by commodity (including vendor contact persons and telephone numbers), bulletins, prices and general information as to markets, and also will provide special estimates, information, and or advice.

When requested by the Purchasing Manager, and particularly with reference to items of a technical nature, the department signing a requisition shall assist the Purchasing Office by suggesting the names of several vendors of the desired items, but the city Purchasing Manager is in no way confined to the suggested list of vendors.

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 07/94

8. DETAILED INSTRUCTIONS BY PURCHASING MANAGER

The Purchasing Manager shall supplement these regulations, when necessary, with such detailed instructions as are required to enforce these procedures.

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 07/94

9. TAX EXEMPT STATUS FOR CITY

A local government is exempt from paying sales and use tax on its purchases and does not need an exempt number but can furnish a **sales tax exemption certificate** if specifically requested (**see Attachment "A"**). Any employee making a purchase for the city should provide the vendor a sales tax exemption certificate at the time of purchase. The city will not reimburse an employee for sales tax paid. Sales tax exemption certificates are available from the Purchasing Division.

**CITY OF GRAND PRAIRIE
PURCHASING MANUAL**

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 07/94

10. CONFLICT OF INTEREST

No officer or employee of the city shall accept any gift or favor from any person that might reasonably tend to influence such person in the discharge of official duties, or grant in the discharge of official duties any improper favor, service, or thing of value. Additionally, city employees are strictly prohibited from taking advantage of pricing available to the city from any vendor doing business with the city (including accepting sales tax exemptions on personal goods or services when not intended for city use).

**CITY OF GRAND PRAIRIE
PURCHASING MANUAL**

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 07/94

11. UNETHICAL ACTIVITY-CODE OF ORDINANCE Sec. 2-63

No officer or employee shall transact any business on behalf of the city with any business entity with which such person is an officer, agent or member or in which such person owns substantial interest.

I. CITY OF GRAND PRAIRIE GENERAL PURCHASING GUIDELINES

Revision Date 06/2005

12. STORAGE OF ITEMS PENDING AUCTION

The city has a limited amount of storage capacity for holding surplus items pending auction. There is a storage container located at the Service Center. The facility is not intended for permanent storage of records or other items. It is not air conditioned or airtight, so it would not be suitable for delicate or sensitive items. If a department has space of its own to store surplus items pending auction, it should do so, as the centralized space is limited. However, in the absence of other alternatives, the storage container is suitable for storage of furniture, appropriate equipment and other relatively small items pending auction.

Storage Container Location - City of Grand Prairie Service Center, 1821 W Freeway.

- A. Pro-Active Placement Attempt – Notice of any item(s) no longer needed by a particular department must be posted, advertised, circulated, etc. to the fullest extent to determine if such items might be of use to another department. This is done by emailing digital photos to the Purchasing Office. The items available will be posted to the city's Intranet site, and an email will go out to "All" as a courtesy.
- B. Storage - If, after the placement attempt, it is determined that the item(s) are indeed surplus property to be disposed of, contact Purchasing. Depending on storage available and pending any active auctions, a decision will be made if items can be moved into storage until such a time as they can be sold at auction.
- C. Small Items – There will be metal shelving for storage of small items, i.e. typewriters and calculators.
- D. Transportation - Departments are responsible for transporting their items to the storage facility. Those departments that lack the means to transport their own surplus items may contact Equipment Services and secure use of a vehicle for that specific purpose ONLY. Vehicles used overnight will be charged to your department. Depending on their workload, Facility Services may be available to assist in moving. Contact them if necessary.
- E. Exceptions - If items are too large or too many, the auctioneer will be contacted to visit the departmental site. Pictures will then be taken for Internet auction. The high bidder will pick up items on site.
- F. Access – The Purchasing Division will have the keys and should be contacted in all cases concerning containment.
- G. Retention Period – Property will remain in the storage container until such time as enough has accumulated to justify an auction, or annually, whichever ever comes first. Surplus items can still be retrieved by other departments during this interim period.

II. SPECIFICATIONS

Revision Date 07/94

1. DEFINITION

A **specification** is a concise description of a good or service a department seeks to buy. It includes the requirements the vendor must meet in order to be considered for the award. A specification may include requirements for testing, inspection, or preparing an item for delivery, or preparing or installing it for use. **The specification is the total description of the purchase.**

2. PURPOSE

The purpose of any specification is to provide vendors with the minimum standards which make a product or service acceptable. A good specification has four characteristics:

- A. **It sets the minimum acceptability of the good or service** since the vendor must know the minimum standard to determine what to provide. Too high a standard means tax dollars will be wasted. Too low a standard, and the good or service will not meet the expectations of the user.
- B. **It should promote competitive bidding.** A maximum number of responsible vendors should be able to respond to the specification. Restrictive specifications decrease competition.
- C. **It should contain provisions for reasonable tests and inspections for acceptability of the good or service.** The methods of testing and inspecting must be indicated in the specification. Tests should refer to nationally recognized practices and standards, whenever possible.
- D. **It should provide for an equitable award to the lowest responsible bidder.** The city obtains goods or services that will perform to expectations, and a vendor is able to provide the goods or services at an equitable agreed price.

WHO PREPARES THE SPECIFICATIONS

The specifications may be prepared by the purchasing office, the using division, or an outside agency. The final acceptance of the specifications rest with the purchasing office. This is to ensure proper quality control and to avoid restrictive specifications. Before writing specifications, it is a good idea to first try to obtain existing specifications. You may obtain specifications from:

- A. Other governmental entities (city, state, federal).
- B. Trade associations and vendors. If using vendor's specifications, try to remove any "vendor bias" (e.g., specifications which fit only one brand name).
- C. Public or private standards and specifications writing associations such as Underwriters Laboratories and American National Standards Institute.
- D. Professional associations.

4. EVALUATION CRITERIA

A bid may be evaluated using various criteria, such as:

- A. **Life cycle or total cost purchasing.** This type of criteria attempts to arrive at a more comprehensive cost over the actual useful life of a product. The rationale is that a quality product may initially cost more than a lower quality one, but may last longer and or incur less repair and maintenance costs. On the other hand, there are reasonably priced products available which may out-perform the similar but higher-priced item.

Life cycle costing should be applied whenever possible when equipment costing more than \$150,000 is being considered. If available, the city's own historical data should always be used to estimate future maintenance and fuel costs. When internally generated data is not available, a good secondary source is trade publications. If data from a vendor or manufacturer is used, the user should be alert for bias.

- B. **Energy efficiency/economical performance.** This methods uses energy efficiency factors, if available, to evaluate the operating cost of items being considered. For example, if an air conditioning unit is rated to save 15 percent over the power usage of another unit being considered, then the expected average operating cost of both units should be calculated, and compared. The savings should be considered in the award of the bid. Costs should be discounted to net present value if the expected life if more than five years.

When evaluating vehicles, the comparative historical cost of fuel for the models being considered (and also maintenance), whenever available, should be used.

- C. **Guarantee.** Options such a guaranteed maintenance or guaranteed buy-back can be helpful. Be careful in the use of guaranteed buy-back that the cost of conditions, such as required maintenance, do not offset the benefit to be derived. The opportunity to buy-back (and also to rebuild) at a reasonable cost is more likely to be available when quality goods are purchased.

- D. **Warranties.** Many warranties are not the same, and coverage may be substantially different. The coverage on each product should be carefully evaluated for its potential to save money in repairs or down time.

- E. **Evaluation of discounts.** The city has a potential to save money by taking discounts when they are offered. Bids should be awarded based on the net price after discounts, rather than simply on the price or the size of the discount.

Any time a bid will be subjected to these alternate methods of evaluation, it must be clearly stated in the specifications.

Note: Although competitive proposals must be evaluated according to weighted factors set out in the request for proposals, the above evaluation methods may sometimes apply as well.

III. BIDDING REQUIREMENTS AND PROCEDURES

Revision Date 11/07

1. PURCHASE OF GOODS AND SERVICES

In applying the requirements set forth in this section, any separate, sequential, or component purchases are treated like a single purchase.

- A. **Purchases of items costing less than \$3,000** may be made by the department/division by creating a Requisition. Once approvals are completed, a Purchase Order will be issued. Exceptions are: items on price agreement, items paid for with Procurement Card and items approved for payment on Direct Pay (AP20) document. Purchase Order is required before order is placed. Departments are encouraged to get bids on these items when appropriate. Contact the Purchasing Division if you need assistance in locating sources.
- B. **Purchases of \$3,000 to \$49,999.99** Requisition must be submitted to the Purchasing Division. The Department may obtain quotes (see “Quote Requirements) or the Purchasing Division will obtain quotes if draft specifications are provided. At least two Historically Underutilized Business (HUB), disadvantaged vendors from the list provided by the State, and at least one vendor located in Grand Prairie must be contacted, if they exist.
- C. **Purchases of \$50,000 and greater** Departments must submit a requisition along with specifications to the Purchasing division. Bids/proposals will be on a competitive sealed basis as required by State law, and all will be referred to the City Council for decision.

Requisition should be submitted far enough in advance to allow adequate time for advertising, tabulation and Council approval. **All purchases \$50,000 or greater must be approved by City Council.**

**IV. CITY COUNCIL COMMUNICATIONS FOR
PURCHASES IN EXCESS OF \$50,000**

Revision Date 8/07

1. PURCHASING DIVISION SUBMITS CITY COUNCIL COMMUNICATION

The Purchasing Division will prepare and submit the city Council Communication if a purchase benefits more than one department. After consultation with the customer departments for which the purchase is being made and after receipt of a bid award recommendation from those customer departments. The City Council agenda item can normally be scheduled for the agenda action within five weeks of the date the bid is opened, all depending upon the complexity of the bid, bid evaluation, and contract negotiation.

2. DEPARTMENT SUBMITS CITY COUNCIL COMMUNICATION

Administrative Directive #16 requires that all department originated council communications for approval of purchases \$50,000 and above be reviewed by the Purchasing Division and a signed purchasing certificate (**see Attachment "B"**) be attached to the council communication.

Purchasing reviews the bidding/proposal process to ensure that actions taken are within state law and city guidelines, that the city gets the best value for its tax dollars (lowest responsible bidder) and that the city's purchasing decisions will withstand any challenge.

Purchasing needs to have the department's communication and supporting material two days prior to the due date to the City Manager's Office. E-Mail or FAX copies are acceptable. After the review, a signed purchasing certification or a rejection notice will be given to the department and original supporting material returned. If there are no problems, Purchasing will return the communication to the department within 24 hours.

As you know, most of what the city does is subject to the open records act, and we want the citizens of Grand Prairie to know: (1) that the City follows its own guidelines and (2) that the City is honest in its dealing with the tax payers' money in its procurement process.

Public Works' construction communications are exempt from this requirement.

V. ONE SOURCE PURCHASE

Revision Date 11/01

Requisitions for any material which the customer department determines can be supplied by only one source must be accompanied with a **written one source justification memo** from the division or department manager. **The memo should explain and fully describe the conditions which make the supply a one source.**

State law provisions exist for one source exemptions for procurement of items including:

- A. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
- B. Films, manuscripts, or books;
- C. Electricity, gas, water, and other utility services;
- D. Captive replacement parts or components for equipment; and
- E. Books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials.

NOTE: A manufacturer who sales the product through distributors is not considered a sole source. The only time that this would be considered a sole source is: 1) you purchase directly from the manufacturer and there are no distributors, 2) the manufacturer only sales through their distributors and the distributors have territorial exclusivity.

After independent review by the Purchasing Division, an interpretation will be provided by the division as to whether the item under review is a one source item. If approved, the Purchasing Division will attach the signed copy of the memo to file copy of the purchase order to support the Accounting Division's disbursement of funds. One-source purchases over \$25,000 must be approved by City Council.

VI. PETTY CASH

Revision Date 07/94

1. PURPOSE

Minor items which cost up to \$50.00 may be obtained directly from the vendor and the cost reimbursed from the petty cash fund upon presentation of the paid invoice. The purpose of the procedure is to eliminate the processing cost of small items. Upon special permission from the finance director, this limit may be increased to handle a particular transaction. In all cases, properly detailed and signed petty cash forms must be presented along with the invoice or receipt if appropriate.

The city is exempt from paying sales and use tax on its purchases. **Employees making purchases for the city out of personal funds will not be reimbursed for sales tax paid.** A tax exemption form can be found by going to M: purchasing\forms\Texas Sales Tax Exemption Certificate. Any full time city employee can sign the certificate.

VII. REQUISITIONING

Revision Date 11/04

1. WHY REQUISITION?

The **requisition** (request to purchase) informs the Purchasing Division of the needs of the customer department and enables the Purchasing Division to procure all goods and services in full compliance with established city policies and procedures and in full compliance with Texas state law.

2. WHEN TO REQUISITION

The requisition is used for purchases \$3,000 and above that are not on price agreement.

Requisitions should be submitted to Purchasing Division far enough in advance so as not to create an "emergency." This provides the Purchasing Division adequate time to secure competitive prices (when requested) and ensures that the best available goods or services can be delivered as required by the department.

3. HOW REQUISITIONS ARE HANDLED

The requisition is forwarded, along with specifications, and any quotes obtained, to the Purchasing Division. A purchase order will then be issued after review and obtaining quotations/bids if necessary. A reference copy of the requisition should be retained by the requisitioning department and or division.

Each department manager will be responsible for and approve all capital outlay purchase requests before they are processed through Purchasing or Accounting. It is the responsibility of the customer department to see that the budgeted accounts are managed within their budgeted appropriations. **Administrative Directive #6 provides guidelines for submitting a requisition for capital outlay.**

4. PURCHASE OF COMPUTER EQUIPMENT

All transactions involving the purchase of computer hardware and software must be approved by Information Systems. Contact Information Systems before any purchase or rental of this type is made.

VIII. PURCHASE ORDERS

Revision Date 08/02

1. THE PURCHASE ORDER

The purchase order is an instrument designed to expedite the procurement of goods and services while providing an optimum level of internal controls for such. Therefore, it is very important that the following procedures be adhered to as much as possible. Please refer to **Attachment "C"** for a detailed flow chart of the purchasing document process.

There are three types of purchase orders:

- Centralized Purchase Order (PC) - Prepared from requisition (RXQ)
- Field Purchase Order (PDQ)
- Price Agreement Purchase Order (PGQ)

2. CENTRALIZED PURCHASE ORDER (PC)

This type of purchase order is used for all purchases over \$3,000 that are not on a price agreement. The purchase order is issued by Purchasing from an approved requisition (RX), and is prepared in multiple copies so that adequate records are maintained for all parties in the process. The original copy is mailed to the vendor to confirm the order. The last copy is the receiver form (section IX).

3. FIELD PURCHASE ORDER (PDQ)

A field purchase order is used to purchase routine supplies or services under \$3,000 with the exception of items on price agreement, printing, office supplies, and items paid on non-commodity payment authorizations (see section X). The Purchasing Division will provide pre-numbered PDQ and PGQ log forms to each division (**see Attachment "D"**). The user department will place the order directly with the vendor and give the vendor the assigned PDQ number. After receipt of goods or services, the PD is submitted along with invoices and packing slips. On-line users will submit directly to Accounting and off-line users will submit to Purchasing for data entry. The PDQ must be approved by someone on the Authorized Signature List (**see Administrative Directive #2**). Requisitions are not required when using a PDQ.

4. PRICE AGREEMENT PURCHASE ORDERS (PGQ)

This is used for purchase of items that are on price agreements. Price agreements are set up by the Purchasing Division for items that are purchased on a recurring basis. A catalogue of the price agreements available will be distributed and updated as necessary. The user department will place the order directly with the vendor and give the vendor the assigned PGQ number from the PDQ/PGQ log. After receipt of goods or services, the PGQ is submitted along with invoices and packing slips. On-line users will submit directly to Accounting. Off-line users will submit to Purchasing for data entry. The PGQ must be approved by someone on the Authorized Signature List. Requisitions are not required when using a PGQ.

5. CANCELLING PURCHASE ORDERS

On written request from the ordering department the Purchasing Division will cancel a purchase order. The request should be in memo form. If the order has been in effect for some time, a phone call to the Purchasing Division will initiate action, but a memo should follow immediately.

The Purchasing Division will indicate on the appropriate copy of the purchase order "cancelled" and initial it. The Purchasing Division will unencumber the purchase order to offset the original encumbrance. The Purchasing Division will notify the vendor, canceling the order.

IX. RECEIVING GOODS

Revision Date 07/94

1. RECEIVING

This section is to establish a general and uniform procedure for the receipt and inspection of goods and to provide specific instructions on what procedures should be followed in the process. The ordering department which placed the order is responsible for inspecting the shipment to verify that the vendor has fulfilled the terms of the purchase order. This should be done as promptly as possible.

2. DELIVERIES

Requisitions and or purchase orders may contain a DELIVERY QUOTED DATE. If a vendor exceeds these commitments by an unreasonable period of time, a follow-up is necessary. The basic suggested procedure is:

- Contact the vendor and request that the order be traced.
- Afterwards, if necessary, notify the Purchasing Division so that a formal request can be made.

3. INSPECTIONS

Materials, equipment or supplies should always be inspected by the department upon receipt. The inspection should include:

- A. Verification of the correct delivery site
- B. Verification of correct quantities and units of issue
- C. Verification of correct purchase order number or price agreement and
- D. A check to make sure the goods meet the specifications defined in the purchase order or price agreement.

When received goods either fail to meet a performance specification, are defective, or are damaged upon receipt, call the vendor to arrange a shipment return. If the vendor refuses to allow a return, immediately call the appropriate person in Purchasing for further action.

4. RECEIVER FORM

The last copy of the purchase order (PC) is the receiver form . It is required to be submitted to the Accounting Division, as outline herein, prior to processing of payment to any vendor (from PC). **Payments to vendors will not be made without an authorized receiver form on file in the Accounting division.** The form should be signed by all required parties which include the party who receives the goods, the party who does the physical inspection and or testing of the goods received, an the party who authorizes the payment. The receiver form notifies the Accounting Division that an actual delivery has been made against an open order. In all cases, the individual that receives the goods shall not be these same party that authorizes the payment for the goods and or services.

Second, any problems with the shipment (shorted quantities, damage, etc.) are noted on the form, which becomes part of the voucher packet files. Receiver forms should be submitted to the Accounting Division within 24 hours after the inspection of goods (test, if required).

X. DIRECT PAYS (AP20)

Revision Date 02/06

The Direct Pay will be used only for the following:

- Items Purchased on city awarded Price Agreements and not paid for using Procurement Card
- freight bills
- training expenses
- board luncheons
- organization dues
- utilities
- rental payments
- professional services (architects, engineers, attorneys, swim programs, umpires, scorekeepers, church groups, etc.)
- construction contracts
- advertising
- refund of revenue or bonds
- purchase from vendor that requires check or cash
- subscriptions
- petty cash fund reimbursements
- other payments authorized by the City Manager and or City Council.

The Direct Pays are processed in accordance with instructions issued by Accounting:

The Direct Pay (AP20) is not to be used in lieu of purchase orders for materials or services other than those indicated above.

XI. BONDS AND INSURANCE

Revision Date 01/29/96

Payment bonds, performance bonds, bond standards and bond amounts on certain public works projects are required and established by State law. In addition, the City may require bonds and insurance above and beyond standards set forth in State law at its option.

Except in the case of a Bid Bond, no other form of payment, cashier check or letter of credit will be acceptable in lieu of the actual bond without prior approval of the City Attorney and Purchasing Agent. Bonds must be issued by a corporate surety company authorized to do business in the state of Texas, payable to the City of Grand Prairie and its form must be approved by the City Attorney's office and the corporate surety must have an acceptable rating from A.M. Best.

Insurance certificates satisfactory to the City must be received prior to contractor commencing work. Failure to supply such insurance would be a breach of contract.

All bond and insurance requirements must be clearly stated in specifications.

1. BID BOND

A bid bond is not required by law, but may be used by a municipality on goods and services over \$15,000 based upon pre-established criteria. Bid bonds should be in the amount of five (5) percent of the total of the vendor's bid (including alternates) and must be submitted with the bid. The amount can be issued in a cashier check or a bond issued by a corporate surety company authorized to do business in the state of Texas and shall be approved as to form by the City Attorney's office. This bond will ensure that the bidder issues a qualified bid. Once bid award has been made, the bonds will be returned to the vendors.

Bid Bonds may be appropriate in the case of:

- o Projects where potential risk of loss outweighs the total estimated project costs. This is usually where time is very important. Example: OSHA has given the City forty-five days to clean up a hazardous area or be fined \$7,000 per day for each day the City is not in compliance. The winning contractor, in agreement with the bid, has three days to show proof of other bonding, etc. and to commence work on fourth day. It's the ninth day and contractor has not yet shown proof of bonding. You have made the decision that he can't do the job and you must now go to next contractor. The initial winning contractor's bid bond would be kept for (1) loss of work time to meet OSHA deadline, (2) time it will take to get second contractor started, and (3) to pay part of fine if OSHA fines the city for not meeting the deadline.
- o Projects of "high technology procurement" as defined by state law or something similar in nature.

- o Where supply or service providers are widely available, a bid bond may be required to identify those vendors who are serious about the project and are more likely to have the abilities for successful completion as opposed to frivolous or irresponsible vendors.

The requirement for a bid bond is not to be used to prevent participation of small and minority/women owned businesses.

Note: If one of the above criteria is met, a bid bond may be required. The above guidelines are judgmental and a decision to require a bid bond is made mutually by the user department and the Purchasing Division. Public works and construction projects are exempt from this exercise.

2. PERFORMANCE BOND

A performance bond ensures the faithful performance of the contract as required by the plans, specifications and contract documents.

- o Under Government Code-Chapter 2253 **no performance bond is required** on any public works contract under \$100,000. However, the local municipality may require a performance bond if desired. This affects prime contractors who enter into an agreement for construction, alteration or repair of public buildings or public works.
- o For public works contracts in excess of **\$100,000**, a performance bond **shall** be executed in the amount of the contract prior to contract execution.

Example of a performance bond exercised: The contractor has been working on the project for a while and has met specifications on previous portions of the project, but is not meeting specifications on the current phase. The two of you discuss the situation including rework (at no additional charge to city) needed to meet specifications. You later see that the rework now meets specifications, but contractor is not meeting specifications on current work. The two of you discuss the situation and contractor refuses to correct the problem and walks off the job. The city notifies the surety company of the circumstances and that it is going to exercise the performance bond. The City and the surety company review the situation and the surety agrees to pay all reasonable cost to complete the project less the balance of city unpaid funds for the project.

The performance bond would also be exercised if a contractor who is working on a project goes bankrupt.

For public works contracts of less than \$100,000, the city may, in lieu of a performance bond require a "no payment" clause to the contract, where no payment will be made to the vendor until after completion and acceptance of the work.

3. **PAYMENT BOND**

A payment bond is for the protection of vendors supplying materials or labor for a contract. It ensures that subcontractors are paid if a prime contractor fails to pay its obligations. For a contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract.

For contracts less than \$25,000, a municipality may elect to withhold a percentage of a prime contractor's payment for up to sixty (60) days after contract completion to settle claims filed against the prime contractor for non-payment to his vendors.

If a vendor is not paid within sixty (60) days of filing a claim, the vendor has the right to sue the principal or the sureties on the payment bond if a contract is in excess of \$25,000, or sue the City if the contract is less than \$25,000 .

4. **MAINTENANCE BOND**

There are no requirements for maintenance bonds under state government code. However, the local municipality may include the requirement in its specifications. A maintenance bond insures satisfactory workmanship and quality of materials. It is furnished by the original contractor for fifty (50) percent of the total contract and is in effect for two years after completion of project and acceptance of the project by the City.

Example: It has been eighteen (18) months since the contractor completed remodeling of the building and the roof has started to leak and bricks around the outside walls have fallen off in several locations. You attempt to locate the contractor, but you discover he is no longer in business. You would then contact the surety company and exercise the maintenance bond.

5. **WORKERS' COMPENSATION INSURANCE**

Under Labor Code 406.096, workers' compensation coverage is mandatory for all "building, construction contracts, or a public project". A contractor must provide a certificate of insurance verifying workers' compensation insurance coverage for each employee of the contractor employed on a public project.

Each subcontractor on the public project shall provide a certificate of insurance verifying coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate of insurance to the local government entity.

Where an individual is the contractor and the only worker, workers' compensation is not required.

While there is no mandatory requirement for workers' compensation on other service contracts, a municipality may require it for self protection. Specifications should be reviewed by Human Resources (Risk Management) prior to release for quotations.

6. **LIABILITY INSURANCE**

General, automobile and professional liability coverages may be required to protect the contractor and the City from damages arising from the operations of the contractor. Specifications should be reviewed by Human Resources (Risk Management) prior to release for quotations. The limits of liability and type of insurance required will be determined by the scope and exposure of the job. Waiver of subrogation and additional issued clauses will be required from all contractors.

XII. EMERGENCY PURCHASES

Revision Date 07/04

1. WHAT IS AN EMERGENCY?

Emergency purchases almost always involve acquisition of parts and labor needed to repair equipment which must be kept functioning at all times.

Section 252 of the Local Government Code requires that all contracts for repairs and purchases exceeding \$50,000 be competitively bid and approved by the City Council. However, there is a provision in the article which states, in part:

"The competitive bidding or proposal requirements do not apply to items exempted from the competitive bidding provisions. The items exempted are:

1. items purchased in case of public calamity to relieve the needs of the citizens or to preserve city property;
2. items to preserve or protect the public health or safety of the residents of the city;
3. items necessary because of unforeseen damage to public property..."

2. PROCEDURE FOR EMERGENCY PURCHASES

Over \$3,000: when an emergency occurs which requires an expense of over \$3,000, a written quotation should be obtained from at least two sources when possible. The department must receive approval from the purchasing agent before proceeding with the request.

Whenever possible, the department should work in cooperation with the purchasing agent in contracting for the repairs. It is also advised that the department consult with any city staff member who may have expertise in the field of the repair, e.g., electrical, vehicle, mechanical, etc., regarding the needed repair and reasonableness of the estimate and billing. The purchasing agent is responsible to know who in the city has the expertise to provide such consultation.

It is understood that emergency expenditures in excess of \$25,000 will be necessary on infrequent occasions and must be approved by the city council, even if the purchase has already been made. However, each department should follow these procedures and be aware that the procedures followed in incurring such expenditures must be well documented in the department's communications to the city council for expenditure approval.

A requisition shall be submitted to the Purchasing Division except in cases when goods or services must be acquired at night or on Sundays and normal functioning and operation of the department would be hampered. In these cases temporary repairs should be made and a requisition turned into the Purchasing Division for work done accompanied by a memo giving the details of the situation. Whenever possible consult the Purchasing Division before buying.

In other emergencies the Purchasing Division will assign a purchase order number before the goods or services are purchased. The Purchasing Division may make the purchase or, depending on the nature of the purchase, allow the operating department to do the buying. A memo explaining the emergency situation will accompany the requisition to the Purchasing Division. In emergencies of an extreme nature during the normal operating day, call the Purchasing Division for a purchase order number and submit the requisition within 24 hours.

3. EMERGENCIES CREATED THROUGH NEGLIGENCE MUST BE AVOIDED

Typical examples of these situations are:

- Pending and or actual depletion of stock due to negligence.
- Long standing building or equipment repairs suddenly becoming emergencies unexpectedly.
- Orders for concrete or pipe for projects (most of which must be planned weeks or months ahead of time) requested just before desired use.

XIII. MOVING EXPENSE POLICY

Revision Date 07/94

City Manager will determine employees who are eligible for city payment of moving expenses.

At least three estimates (bids) shall be obtained from moving companies by the employee making the move. The purchasing agent will supply to the employee for consideration a list of national moving companies having Grand Prairie offices. Each estimate should be "guaranteed not to exceed" a specified total amount when the move is interstate.

A requisition should be submitted to the Purchasing Division with all pertinent information, including account number to be charged.

A purchase order number must be obtained after agreement is reached between the employee, the department, and the purchasing agent as to the best estimate. The best estimate should be determined by considering the moving company's service, the employee's preference, and the cost estimate in order to work out the best possible arrangement for both the employee and the City.

The invoice from the vendor must bear the purchase order number and be submitted to the Accounting Division for processing payment.

XIV. PAYMENT OF INVOICES AND TRANSPORTATION CHARGES

Revision Date 07/94

1. INVOICE PAYMENT

On PD, PG, and P1 documents, the submitting department is responsible for the accuracy of the invoice. On PC documents, Accounting is responsible for the accuracy of the invoice. The invoice is checked against the purchase order (or contract) for correctness as to quantity and price. If no exceptions are found, the invoice and purchase order are processed for payment by the Accounting Division.

2. PROMPT PAYMENT

Voucher checks are printed twice each week and are available after 3:00 pm on Monday and Thursday. In special cases a manual check can be written. Contact the Accounting Division if special handling is required. The Texas House has passed VTCS Article 601f Prompt Payment Act effective September 1, 1987, as follows:

Cities must pay for goods and services within 30 days of the date they were delivered or the date that an invoice was presented, whichever is later. If payment is not made in accordance with the requirements of this law, interest accrues on the unpaid amount at the rate of one percent per month. This law does not apply to contracts specifying other times of payment.

To meet these requirements, all receiving tickets and or receiver forms for regular purchase orders must be sent to the Accounting Division within 24 hours after receiving goods.

3. FREIGHT TERMS

Purchase order notations regarding transportation charges generally fall into these categories:

- A. F.O.B. (Freight on Board) - Grand Prairie (freight prepaid): This term provides that transportation charges are to be paid by the seller and not the city and that the risk of loss during shipment is transferred to the seller. In addition, the title of ownership passes to the buyer on delivery (this is the city's preferred standard term).
- B. F.O.B. (Freight on Board) - Seller (freight prepaid): This term provides that the freight will be paid by the city with the risk of loss transferred to the city at the point of shipping. In addition, the title of ownership passes to the buyer when shipped (this method is not acceptable).

**XV. PROCEDURE FOR BIDDING AND CONTRACTING PROJECTS
INVOLVING CITY PARTICIPATION**

Revision Date 07/94

1. RESOLUTION NUMBER 2419

Public Works projects that involve city participation in developer projects are governed and administered by resolution number 2419. The resolution outlines procedures for those project where city participation in a developers project is considered.

The steps and procedures for city participation in developer projects are:

- A. Engineering plans are prepared by developer's engineer and approved by city. The developer submits a request for participation.
- B. The project and request for participation is presented to the City Council for approval.
- C. The project advertisement and specifications are prepared by the developer in the city's name and in accordance with the city specifications.
- D. The advertisement for bid is prepared by the developer and submitted to the city engineer. The city engineer will coordinate the project advertisement with the city secretary.
- E. The project will be advertised by the city in accordance with the applicable laws regarding public bidding.
- F. The Engineering Division will receive project bids at city hall at a specified date and time.
- G. The bids will be reviewed by the city staff and a recommendation forward will be submitted by the city staff to the City Council for consideration.
- H. Prior to award of the bids, the developer will enter into a contract with the city to administer the contract and pay the contractor.
- I. The City Council will award the bid.
- J. Upon completion of the project, the city staff will prepare final measurements of the work performed. All change orders, fees, and any other associated projects costs will be satisfied by the developer at this time.

2. PROCEDURE FOR PUBLICLY BID CONSTRUCTION PROJECTS

Public Works and construction projects above \$25,000 will be awarded on a competitive sealed bid basis (except for exemptions allowed by state law). Public Works and construction projects are governed by Vernon's Texas Civil Statutes, Local Government Code, Title 8, Chapter 252. These projects are administered and managed by the Public Works department.

The bid procedures for public works and construction projects are:

- A. Engineering plans prepared by Engineering staff.
- B. The advertisement and specifications are prepared by City Engineering staff and in accordance with city purchasing procedures.
- C. The City engineering staff will coordinate the project advertisement with the city secretary.
- D. The project will be advertised by the city in accordance with the applicable laws regarding public bidding. These requirements are that the project be advertised at least twice in the local newspaper. The first publication date being at least 14 days prior to the date of bid opening, not including the first date of advertisement and the date of bid opening.
- E. The Engineering Division will receive project bids at city hall at the specified date and time.
- F. The bids will be reviewed by the city staff and a recommendation forwards will be submitted by the city staff to the City Council for consideration.
- G. The City Council awards the bid.
- H. The city will administer the contract and pay the monthly estimates by the contractor.
- I. The city staff will prepare contract documents using the standard forms of agreement as adopted by the American Society of Civil Engineers and the standard forms of the city of Grand Prairie.
- J. Upon completion of the project, the city staff will prepare final measurements of the work performed. All change orders, fees and other associated project costs will be satisfied by the contractor and the city at that time.

**XVI. PROFESSIONAL SERVICES, PERSONAL SERVICES, HIGH TECHNOLOGY
PROCUREMENT AND CONTRACTING**

Issue Date 11/01
Revision Date 10/08

The city is governed by Vernon's Texas Civil Statutes, Title 10, Chapter 2254 which exempts procurement of personal or professional services from the bidding procedure. State law specifically prohibits municipalities from making any contract for, or engaging the professional services of, any licensed physician, optometrist, surgeon, architect, certified public accountant or registered engineer, or any group or association thereof, selected on the basis of competitive bids. The contracts shall be selected and awarded on the basis of demonstrated competence and qualifications for the type of professional services to be performed and at fair and reasonable prices as negotiated by the city.

1. REQUEST FOR PROPOSALS

A. Requests For Proposals (RFP) is the term used to identify a solicitation issued to obtain a proposal and allow negotiations for prices, terms and conditions for the best value for the city of Grand Prairie. The RFP shall be issued instead of competitive sealed bids where applicable, as determined by the Purchasing Division. Please allow adequate lead time to confer with the Purchasing Division prior to determining which bid procedure is applicable in each case.

B. All RFPs for high technology procurement, statutory professional services, and personal services **shall be approved to form by the Purchasing Division prior to distribution.** RFP's for engineering and architectural services are exempt from review by the Purchasing division. The Purchasing Division shall be provided adequate lead time so that adequate technical and advisory assistance can be provided to customer departments in preparing RFPs prior to distribution. The Purchasing Division shall also provide assistance in evaluating RFPs prior to final contract execution with proposers.

1. RFPs must be used for the following:

- **High Technology procurement:** Procurement of equipment, goods or services of a highly technical nature, including, but not limited to information processing equipment, software and firmware used in conjunction with information processing equipment, telecommunications equipment, radio and microwave systems, electronic distribution control systems (including building energy management systems) as well as technical services related to such equipment and goods.

- **Statutory Professional Services exceeding \$50,000** (see **Administrative Directive #26**): Services that are performed by a certified public accountant, licensed architect, landscape architect, physician, optometrist, surgeon, registered nursing, registered surveyor, engineer, real estate appraising, or any group or association thereof.

Note: Non-Statute Professional Services – must be competitively bid on a Request for Bid. A request for proposal cannot be used.

- **Personal Services exceeding \$50,000** (see **Administrative Directive #26**): Services that are non-corporate and more mental intensive rather than labor intensive. Must be performed by a skilled individual. May not be a company or corporation.

For example: Golf Course Management, Interior Decorators, Consultants, etc.

2. The following may be selected based upon qualifications or through an RFP:

- **Statutory Professional Services at a cost less than \$50,000**

- **Personal Services at a cost less than \$50,000**

- C. Proposals shall include special instructions, specifications, proposal page and bidders list, just like a bid. Buyer shall be careful that the word bid does not appear in the proposal.

- D. Selection Process

1. The evaluation process will include each proposal being reviewed by an evaluation committee appointed by the department's authorized personnel.
2. Those proposals that meet all of the minimum requirements as outline in the RFP, are determined to be both responsive (those that offer all the goods/services requested in the RFP and contain all of the required information and are properly completed) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outline in the RFP.

E. Criteria

1. Best value criteria will be used on all RFP purchases. For purposes of determining the best value available, Grand Prairie will consider items, features, etc., which are in addition to requirements listed, as well as factors which, in Grand Prairie's opinion, add value to the product/service but are not specifically required within the specification.
2. The RFP must include the condition to be satisfied, and the Relative Importance Factor (RIF) of price and other evaluation criteria. The RIF is the relative importance (or weight) of each criterion as it relates to a particular purchase. The RIF is expressed as a whole number percentage of the total importance of the purchase, and always totals 100%. The evaluation committee agrees on the whole number percentage for each criterion. Proposal shall be evaluated by the following criteria, including but not limited to:
 - i. The ability, capacity and skill of the respondent to perform the contract and provide the goods or service required.
 - ii. Whether the respondent can perform the contract to provide the service, within the time specified, without delay or interference.
 - iii. The character, integrity, reputation, judgment, experience and efficiency of the respondent.
 - iv. The quality or performance of previous contracts or services.
 - v. The previous and existing compliance by the respondent to laws and ordinances relating to the contract or services.
 - vi. The sufficiency of the financial resources and ability of a respondent to perform the contract or services.
 - vii. The quality, availability and the adaptability of the supplies, or contractual services to the particular use required.
 - viii. The ability of the respondent to provide future maintenance and services for the use of the subject of the contract.
 - ix. The number and scope of conditions attached to proposal.
 - x. Prior experience or knowledge of respondent concerning a particular field or piece of equipment.
 - xi. Additional evaluation factors as set forth in RFP.

F. NEGOTIATIONS

1. Negotiations for “best value” will occur with respondents, instead of making awards for goods and services based solely on the published prices, terms and conditions offered.
2. During the evaluation phase, Grand Prairie reserves the right to conduct formal negotiations with the responsive respondent(s) judged to be the best offer pertaining to price, products, services and terms.
3. Grand Prairie will be the sole judge as to which offer is the most advantageous and in the best interest of Grand Prairie.

ALL EVALUATIONS MUST BE REVIEWED AND APPROVED BY PURCHASING PRIOR TO ANY AND ALL AWARD(S).

2. CONTRACT PREPARATION AND EXECUTION

As per the City Council approved Financial Management Policies and Administrative Directive #5, all professional service contracts between \$5,000 and \$50,000 shall be reported to the City Council by the Budget and Research Department, on a monthly basis through the Administrative Report (a part of the city council agenda package).

All personal and professional services contracts \$5,000 and above **are required to receive review and authorization** by the City Attorney's office **prior to** final contract execution.

Copies of final personal and professional services contracts of \$5,000 and above shall be forwarded to the City Attorney's office and to the Purchasing Division no later than ten days after all executing signatures are obtained.

All personal and professional services contracts below \$50,000 shall be forwarded to the City Manager for approval.

All personal and professional services contracts in excess of \$50,000 must receive City Council approval.

XVII. PUBLIC-PRIVATE COMPETITION

Effective Date 01/96

1. POLICY

It is the policy of the City to deliver services to its citizens at a consistent desired quality service level and the most economical cost. Public-Private Competition is one alternative to continue to meet this goal. The City will periodically request public and private sector proposals for purposes of evaluating the cost of performing selected municipal services.

2. PURPOSE

To use competition to foster improved service quality, increase efficiency, and savings.

3. PROCEDURES

This is the general sequence of events that take place in the competitive bid/proposal process. Several actions may happen concurrently.

A. CONCEPT ORIGINATOR DUTIES

Anyone from City Council or City Staff can submit a written request to review activities they feel are candidates for public-private competition.

1. Evaluate service delivery processes with a team comprised of employees, supervisors, and managers. Identify the service considered for contracting and notify the Standing Competition Committee.
2. If not already approved, obtain consent of the Standing Competition Committee to call for bids or proposals.

B. STANDING COMPETITION COMMITTEE DUTIES

The City Manager authorizes a Standing Competition Committee to oversee the public-private competition process. The committee has the flexibility to add or change members as needed, but primarily includes a representative from the city manager's office, city attorney, budget, finance and the department involved in the activity. The committee's responsibilities include but are not limited to the following:

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1. Receiving suggestions for public-private competition and determining whether or not to pursue them.
2. Notifying the City Council of activities selected for the public-private competition process through the Administrative Report.
3. Ensuring that specifications and requests for bids are well written and objective.
4. Determining whether or not outside consultants are needed to provide objectivity to meet lowest costs, resolve conflicts and assist in defining fairness.
5. Selecting sub-committees to prepare specifications and evaluate bids/proposals and submit recommendations to Purchasing. Sub-committee representatives can come from City Council, City employees, local citizens, and consultants.
6. Review the Internal Auditor's post implementation audit (public and private) to ensure that it meets the needs of city management and delivers the best service to the citizens at the lowest cost.
7. The Standing Competition Committee will respond to the Concept Originator's request to review activities.

C. SUBCOMMITTEE AND/OR CONSULTANT DUTIES

1. Prepare a draft of bid or proposal specifications.
2. Obtain opinion of projected resource and cost requirements from Operating Department Director.
3. Notify the Standing Competition Committee and request a review of the bid/proposal specifications.
4. After specifications have been approved and distributed request Operating Department to prepare City cost proposal related to service(s) considered for contracting.
5. Request a review from City's Budget office of the Operating Departments cost proposal to identify budgetary implications and availability of funds.
6. Notify the Internal Auditor of service(s) being considered for contracting. Coordinate scheduling of cost proposal verification by the Internal Auditor.

7. Notify Human Resources if positions will be displaced if contract is awarded to an outside firm.
8. Notify other department (s) if applicable for input on bid/proposal. For example, notify Equipment Services regarding equipment replacement, acquisition, and maintenance.
9. Submit Operating Department's cost proposal to the Internal Auditor for verification.
10. Cost proposal will then be forwarded to City Manager's Office allowing sufficient time for review and changes to be made prior to bid/proposal date.
11. Review and evaluate all bids/proposals and recommend the best offer.

D. INTERNAL AUDIT DUTIES

1. Pre-Audit - Audit City cost proposal for accuracy and reasonableness to assure incorporation of relevant differential (marginal) costs.
 - a. Compare personnel service cost estimate to City pay plan, fringe benefit rates, overtime rates and cost of living trends. Verify calculations. Compare staffing to historical records and confirm new staffing levels and/or desired service level improvement with similar organizations. Note any variances.
 - b. Compare contractual service costs (including equipment operating and maintenance cost) and commodity costs to historical records. Compare equipment operation and maintenance charges with actual costs. Verify calculations.
 - c. For more than one year of equipment cost, verify the actual planned capital outlays and life expectancy. Review equipment costs to check for the exclusion of past costs and inclusion of future capital outlays. Verify calculations.
 - d. Confirm that costs have been adjusted for inflation.
 - e. Compare the cost proposal to the actual or budgeted cost of the applicable operation, identifying any differential cost, costs that will remain, and identify adjustments.
 - f. Confirm the market value of property which will be sold should private contracting occur.

- g. Confirm whether additional resources will be required because of contracting (ie. monitoring) and the financial impact.
 - h. Review and test check service level operational data with work records, consultant reports, and other reliable sources.
 - i. Note all variances and resolve with the Operating Department.
- 2. A post implementation audit will be performed within twelve (12) months of commencing contract operations to review and report on the implementation of service, regardless of whether it is public or private sector. Cost and service level are equally important. The results of the audit will be submitted to the Standing Competition Committee and Operating Department.
 - 3. Annually compile a report that provides a life-to-date comparison of the expected and actual cost reduction accomplished through the competition process. Provide to the Standing Competition Committee and Operating Department. (Exhibit I)

E. OPERATING DEPARTMENT DUTIES

- 1. Prepare the City cost proposal, with assistance from Budget, of the methods, resources and estimated cost for City staff to perform the service(s). (a) Class title and position numbers should be used to identify current positions affected by the contracting effort. (b) Include any capital expense requirements and the anticipated year of occurrence. (c) At a minimum, proposal cost should include using the costing standards in section 4. (d) Document assumptions made for salary increases and inflation.
- 2. Review city Auditor verification of cost proposal and resolve differences. Submit final cost proposal to Purchasing prior to bid opening.
- 3. If award of contract to an outside firm is approved by the City Council, execute and distribute the agreement.
- 4. Provide routine contract management services during the life of the contract.
- 5. Conduct a day-to-day monitoring of service as contracted. If unable to resolve variances, contact Purchasing to arrange for a conference with contract provider.

F. PURCHASING DUTIES

1. Conduct pre-and post-bid/proposal conferences as necessary to resolve questions concerning the bids or bidding process.
2. Conduct the bid/proposal process, City cost proposal to be announced at the same time as private sector bids or proposals are opened.
3. Submit bids/proposals, City cost proposal and all relevant documents to the sub-committee for review and recommendation.
4. Receive recommendations from sub-committee and prepare City Council Communication representing award recommendations.
5. In situations where the City cost proposal is challenged, arrange for a conference with the Operating Department and the bidder. Also request City Audit staff to attend where cost accounting, as opposed to operational questions, arise.

4. COSTING STANDARDS

- A. Differential (marginal) cost to be used by in-house departments.
- B. Add differential cost (if any) of administration of contract to the private contractor's price.
- C. Include one-time conversion costs that are incurred when public service goes private or vice-versa.
- D. If Operating Department wins, the budget will be prepared according to usual budgeting standards, independent of the cost proposal.
- E. If the Operating Department wins in the competitive process, it will be expected to achieve the performance goals set forth in the cost proposal as long as the City provides the resources specified in the cost proposal.
- F. If the Operating Department wins and the auditor's annual review shows that the actual cost of providing the service is higher than the next lowest cost proposal, then the auditor will propose to the Standing Competition Committee that the contract be re-bid.
- G. Include future capital costs and expected year of expenditure. Do not include depreciation.

XVIII. CONFLICT OF INTEREST

Effective Date 01/96

Chapter 171 of the Local Government Code governs conflicts of interest on the part of "local public officials". In the context of a municipality, Section 171.001 defines "local public official" as:

... a member of the governing body or another officer, whether elected, appointed, paid, or unpaid of any ... municipality ... who exercises responsibilities beyond those that are advisory in nature.

This would include city council members and members of boards, committees and commissions who exercise responsibilities beyond those that are merely advisory in nature.

The boards, commissions and entities of the City of Grand Prairie which have responsibilities beyond advisory are:

- | | |
|--|---|
| Building Advisory and Appeals Board | Industrial Development Corporation |
| Civil Service Commission | Planning and Zoning Commission |
| Electrical Examining, Advisory & Appeals Board | Housing Finance Corporation |
| Health Facilities Development Corporation | Sports Facilities Development Corp. |
| Plumbing/Mechanical Advisory Board | Zoning Board of Adjustments and Appeals |

1. Circumstances Which May Result in Conflict of Interest

Matters which may result in conflict of interest are:

- (1) in the case of interest in a business entity, the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- (2) in the case of interest in real property, it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.

2. What to do in Case of Conflict of Interest

If a local public official has a "substantial interest" in a business entity or in real property, the official shall file an affidavit expressing his or her interest in the matter and refrain from further discussion and abstain from voting on the matter. If a local public official is required to file an affidavit, the official is not required to abstain from further participation and vote on the matter if a majority of the members of the City Council, board, commission, or entity of which the official is a member is composed of person who likewise file affidavits of similar interests.

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Section 171.001 defines "business entity" as follows:

"Business entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, or any other entity recognized by law.

Section 171.002 defines "substantial interest" as follows:

- (a) A person has a substantial interest in a business entity if:
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$5,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceed 10 percent of the person's gross income for the previous year.
- (b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$25,000 or more.
- (c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Article 5996h, Revised Statutes, has a substantial interest under this section.

Article 5996h is now Chapter 573, Texas Government code which explains relationships by affinity and consanguinity. The more likely degrees of relationships are:

First Degree of Consanguinity Mother, Father, Son, Daughter

First Degree of Affinity	Spouse
	Mother-in-law
	Father-in-law
	Son-in-law
	Daughter-in-law
	Step-Mother
	Step-Father
	Step-Son
	Step-Daughter

If a local official or his or her relatives have a substantial interest in a matter coming before the local official, he or she should obtain an affidavit, complete it, file with the official recorder of the City Council, board, commission, or entity and abstain from voting on the matter.

3. **Summary of State Law**

State law prohibits local public officials, from voting relative to a matter involving a business entity or real property in which he or she, or a relative related by consanguinity or affinity in the first degree, have a substantial financial interest. The law also requires that the official execute an affidavit stating the nature and extent of the interest and abstain from any discussion on the matter.

4. **City Policy**

The City also has a "Standard of Conduct" ordinance that is found at Chapter 2, Article IV of the City Code. The ordinance should be reviewed by public officials that vote on matters concerning the City, but generally the ordinance requires that **no public official have any interest financial or otherwise, direct or indirect, in any business, transaction, or activity with the City which is in conflict with the discharge of the officials's duties.** Section 2-64 of the code requires that any official who has either a personal or private interest in any matter pending before such person's commission, authority, committee or board, shall disclose such interest to the other members thereof, and shall refrain from discussing and voting on the same.

XIX. VENDOR CREDIT APPLICATIONS

Effective Date 04/08

Request for credit application completion from vendors that the city would like to establish a credit account with shall be referred to the Purchasing Division. The Purchasing Manager will execute all vendor credit applications for the city.

The same requirements and policies apply to purchases from a vendor with which the city has a credit account as apply to any other purchase: i.e., purchases \$3,000 and above must follow a competitive bidding process, purchases \$50,000 and greater must be awarded by the City Council. If cumulative purchases of an item on a credit account over a year's time will total more than these dollars, then the standard purchasing requirements and regulations apply.

All vendor credit accounts will be paid for with a City of Grand Prairie purchase order or a City credit card (MasterCard issued by JP Morgan Chase Bank).

XX. GRANT PURCHASES

Revision Date 07/94

1. INTEGRITY POLICY ON FEDERAL GRANT PURCHASES

To prevent fraud, waste, and abuse in federal transactions, persons or entities which by defined events or behavior potentially threaten the integrity of federally-administered non-procurement programs are excluded from participation in Federal Transit Authority (FTA) programs. FTA grantees are required to certify that they are not excluded from federally assisted transaction, but also are required to ensure that none of the grantee's "principals" (as defined in UMTA C 2015 and governing regulation 49CFR Part 29), subrecipients and third party contractors and subcontractors are not debarred, suspended, ineligible or voluntarily excluded from participation in federally assisted programs.

A certification process has been established by 49 C.F.R. Part 29, as a means to ensure that debarred, suspended or voluntarily excluded persons do not participate in a federally assisted project. Specifications for grant purchases must require a copy of certification, which will be maintained with the vendor's contract. **(See attachment "E" and "F").**

4. C.O.D. FREIGHT BILLS

If the freight bill is C.O.D. (Cash on Delivery) and is less than \$50.00, the ordering department will follow petty cash procedures outline in section VII. If the amount is over \$50.00, a P1 should be submitted to Accounting so that a check can be issued.

XXI. PURCHASING OVER THE INTERNET

Effective Date 03/04

1. AUTHORIZATION

A city employee may purchase goods or services for the city over the internet at the discretion of the department manager. Employees may not charge internet purchases for personal use to their city-provided procurement card.

2. ALL PURCHASING RULES APPLY

All purchasing requirements, policies and laws that apply to any other means of purchasing apply when purchasing over the internet. An invoice or packing slip must be provided as support for payment, as with all other means of purchasing. An employee who purchases over the internet in violation of documented rules risks personal liability for the purchase.

3. ALL INTERNET RULES APPLY

All internet requirements, as documented in the Human Resources Policies and Procedures, (E.11), apply when purchasing over the internet using city-owned equipment and software.

XXII. CHANGES ORDERS TO COUNCIL AWARDED CONTRACTS

POLICY

The City Manager is authorized to approve change orders to contracts up to \$25,000 per change order in connection with matters that have been officially approved by a majority vote of the City Council. No increase of more than 25 percent of the contract may be made. An increase of more than 25% is considered a new contract and must be re-bid.

EXAMPLE:

	CONTRACT A	CONTRACT B
Original Price	\$150,000	\$60,000
First Change Order	25,000	10,000
Second Change Order	10,000	*10,000
TOTAL	<u>\$185,000</u>	<u>\$80,000</u>

Contract A, second change order could be approved by the City Manager because total change orders are less than 25% (\$37,500).

***Contract B, second change would have to be re-bid since the total change orders would be more than 25% (\$15,000) but would not have to be approved by City Council unless the re-bid is \$15,000 or more.**

PROCEDURE

Contracts and Purchase Orders

The department manager will be responsible for seeing that a memorandum addressed to the City Manager or Deputy City Manager detailing the circumstances surrounding the change and the price increase. Once the department has received the approval and signature of the City Manager or Deputy City Manager, they will forward a copy of the memorandum to the Purchasing Division.

Contracts with Contingencies

Contracts with contingencies that have been approved by City Council are excluded from obtaining City Manager or Deputy City Manager's approval on change orders as long as the change order is within the approved contingency. Authorized signers can approve change orders up to the maximum contingency.

Price Agreements

Purchasing Price Agreements are awarded based on estimated quantities since budgetary funding will determine how much can or cannot be expended. As a result of this, price agreements are exempt from the \$25,000 - 25% rule. Change orders involving price agreements do not have to be approved by the City Manager or Deputy City Manager.

A department requesting a change to a Purchasing Price Agreement will send a memorandum, via email or hard copy, stating the reason for the request. The request must come from the department director or division manager.

The Purchasing Division will create the change orders for city wide price agreements. Examples of citywide agreements are: hardware, office supplies, printing, etc.

Department Specific Price Agreement change order memorandums must be signed by an authorized signer for the total dollar increase. Emailed memorandum from the authorized signer is considered valid, as it is an electronic signature. Prior to sending the memorandum the department must make arrangements with Budget to see that the account to be charged is funded. Purchasing will not process the change until this done.

City Council Notification

The City Manager's Office will notify the City Council of administratively approved change orders to contracts in excess of \$25,000 through the Administrative Report.

STATE OF TEXAS)

COUNTY OF _____)

CHANGE ORDER AND AMENDMENT OF CONSULTANT'S CONTRACT

THIS agreement is by and between the City of Grand Prairie, Texas, a Texas home rule municipality, and _____, hereinafter known as Consultant, a _____, with principal offices located in _____, _____.

WHEREAS, the City and Consultant have entered into an agreement such that the Consultant is to provide the following services: _____.

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Consultant to do additional work such that there is a significant additional cost or expense to the City, it is necessary for the City to approve such work and/or for the parties to change the contract; and

WHEREAS, the parties recognize that it is necessary for Consultant to do additional work under the contract, such work which is set out in the attached Exhibit "A," which is attached hereto and incorporated herein as if set out in full herein; and

WHEREAS, the City Council has approved such additional work and agreed to pay the sum of \$_____ for such work, by action taken at a meeting of the City Council of the City of Grand Prairie, Texas, said meeting being _____, _____;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. Consultant, in addition to the work to be performed in the Contract dated _____, shall perform the task(s) described in the attached Exhibit "A," basically described as _____.
2. The amount to be paid to Consultant under such contract shall be increased by the sum of _____, to reflect the work described in Exhibit "A."

3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of _____, _____.

CITY OF GRAND PRAIRIE, TEXAS

By: _____
Printed Name: _____
Title: _____

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

_____, CONSULTANT

by: _____
Printed Name: _____
Title: _____

DISTRIBUTION:
 CONTRACTOR _____
 CONSULTANT _____
 PROJECT FILE _____
 PURCHASING _____
 CITY SECRETARY _____



CHANGE ORDER

CHANGE ORDER NO.	DATE	CONTRACT NO.	PROJECT NO.
PROJECT DESCRIPTION			
ORIGINAL CONTRACT AMOUNT.....		\$	_____
CHANGE ORDERS TO DATE.....		\$	-
CONTRACT COST TO DATE.....			\$ _____
AMOUNT OF PROPOSED CHANGE ORDER.....			\$ _____
REVISED CONTRACT AMOUNT.....			\$ _____ -

IN ACCORDANCE WITH THIS CHANGE ORDER, THE CONTRACTOR SHALL:

It is understood and agreed that the acceptance of this Change Order by the contractor constitutes an accord and satisfaction and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above Change Order

CONTRACTOR'S NAME:			
ORIGINAL CONTRACT TIME	ADDITIONAL APPROVED TIME TO DATE Calendar Days	APPROVED CONTRACT TIME TO DATE 0 Calendar Days	ADDITIONAL TIME FOR THIS
CONTRACTOR	DATE	CITY ATTORNEY	DATE
CONSULTANT	DATE	CITY MANAGER	DATE
PROJECT MANAGER	SUPERVISOR	DATE	

Attachment "A"

Texas Sales Tax Exemption Certificate

TEXAS SALES TAX EXEMPTION CERTIFICATE

Name of Purchaser: CITY OF GRAND PRAIRIE
Address: P. O. BOX 534045 Phone: (972) 237-8088

City: GRAND PRAIRIE State: TEXAS Zip Code: 75053-4045

I, the purchaser name above, claim an exemption from payment of sales taxes for the purchase of taxable items described below or on the attached order or invoice.

Description of items to be purchased or on the attached order or invoice:

Purchaser claims exemption for the following reason:

MUNICIPAL GOVERNMENT

I understand that I will be liable for payment of Sales Tax which may become due for failure to comply with the provisions of the State, City and/or Metropolitan Transit Authority Sales and Use Tax Laws and Comptroller rules regarding exempt purchases. Liability for the tax will be determined by the price paid for the taxable items purchased or the fair market rental value for the period of time used.

I understand that it is a misdemeanor to give an Exemption Certificate to the seller for taxable items which I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and that upon conviction may be fined not more than \$500 per offense.

Sign
Here:

Purchaser	Title	Date
-----------	-------	------

Note: This certificate cannot be issued for the purchase, lease or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" numbers do not exist.

This certificate should be furnished to the supplier. DO NOT send the completed certificate to the Comptroller of Public Accounts.

Attachment "B"
Purchasing Certification



FINANCE DEPARTMENT
PURCHASING CERTIFICATION

Date _____

This certifies that the Finance department, Purchasing Division has reviewed and agrees with the purchase recommendation made herein.

Further, it is certified that all procedures required by state law, city ordinance, and the city's purchasing manual has been followed.

This certification is for the _____
(Department/Division)

The product or service covered under this certification is _____

Finance Department/Purchasing Division

Attachment "C"

Payment Flow Chart

(See L:\stdform\purchase\prchman3)

ATTACHMENT "D"
FIELD PURCHASE ORDER AND
PRICE AGREEMENT LOG

CITY OF GRAND PRAIRIE

FIELD PURCHASE ORDER & PRICE AGREEMENT LOG
(FOR DEPARTMENT USE)

PD PG	NUMBER	DATE ISSUED	COMPANY ISSUED TO	\$ AMOUNT	ACCOUNT DISTRIBUTION	SENT TO PURCHASING
	41976					
	41977					
	41978					
	41979					
	41980					
	41981					
	41982					
	41983					
	41984					
	41985					
copy	41986					
	41987					
	41988					
	41989					
	41990					
	41991					
	41992					
	41993					
	41994					
	41995					
	41996					
	41997					
	41998					
	41999					
	42000					

Attachment "E"

**Certification of Primary Participant
Regarding Debarment, Suspension, and Other
Responsibility Matters**

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an UMTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an UMTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN UMTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THE CERTIFICATION AND UNDERSTANDS THAT HE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorize Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

Attachment "F"

**Certification of Lower-Tier Participants Regarding
Debarment, Suspension, and Other Ineligibility and
Voluntary Exclusion**

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under an UMTA project, potential third party contractor, or potential subcontractor under a major third party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub recipient under an UMTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AND UMTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND S THAT HE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorize Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

Attachment "G"

Internet Purchasing Authorization

CITY OF GRAND PRAIRIE PURCHASING MANUAL

APPENDIX A

FEDERAL TRANSIT ADMINISTRATION CLAUSES

The appropriate clause (s) must be used when procuring goods and/or services using Federal Transit Administration (FTA) funds.

TITLES	Page Number
1. Drug and Alcohol Testing	58
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49 U.S.C. §5331
49 CFR Parts 653 and 654

.Applicability to contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

.Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, unless the contract is for maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

.Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

BUY AMERICA REQUIREMENTS
49 U.S.C. 5323(j)
49 CFR Part 661

.Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

.Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring the lower tier contractors and subcontractors are in compliance.

.Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(i)(1) and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

BUS TESTING
49 U.S.C. 5323(c)
49 CFR Part 665

.Applicability to Contracts

The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.

.Flow Down

The Bus Testing requirements should not flow down except to the turnkey contractor as stated in Master Agreement.

.Model Clause/Language

- Clause and language therein are merely suggested. 49 CFR Part 665 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.
- Bus Testing Certification and language therein are merely suggested.

BUS TESTING. The Contractor [Manufacturer] agrees to comply with 49 U.S.C. §5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**CERTIFICATION OF COMPLIANCE WITH
FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. §5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: _____

Signature: _____

Company Name: _____

Title: _____

PRE-AWARD AND POST DELIVERY AUDITS REOUIREMENTS

43 U.S.C. 5323

49 CFR Part 663

.Applicability to Contracts

These requirements apply only to the acquisition of Rolling Stock/Turnkey.

.Flow Down

These requirements should not flow down, except to the turnkey contractor as stated in Master Agreement.

.Model Clause/Language

- Clause and language therein are merely suggested. 49 C.F.R. Part 663 does not contain specific language to be included in third party contracts but does contain requirements applicable to subrecipients and third party contractors.
- Buy America certification is mandated under FTA regulation, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. 663.13.
 - Specific language for the Buy America certification is mandated by FTA regulation, "Buy America Requirements--Surface Transportation Assistance Act of 1982, as amended," 49 C.F.R. 661.12, but has been modified to include FTA's Buy America requirements codified at 49 U.S.C. §5323(j).

Pre-Award and Post-Delivery Audit Requirements. The Contractor agrees to comply with 49 U.S.C. §5323(1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- (1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- (2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- (3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS

-

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

BONDING REOUIREMENTS

.Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certifies check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

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

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$ 1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

.Flow Down

Bonding requirements flow down to the first tier contractors.

.Model Clauses/Language

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check Treasurer's Check and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance Bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment Bonds

1. The penal amount of the payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the

(Recipient).

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

- (i) Fifty percent of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
- (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (Recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (Recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish

separate Maintenance (or Guarantee) Bonds in form acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

DAVIS-BACON ACT
40 USC §276a-276a-5 (1995)
29 CFR §5 (1995)

.Contract Applicability

Construction contracts over \$2,000.00

.Flowdown Requirements

Applies to third party contractors and subcontractors

.Model Clause/Language

(The language in this clause is mandated under the DOL regulations at 29 C.F.R. §5.5.)

(1) **Minimum wages.** (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR part 5.5(a)(4) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may

require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(iv)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding.** The [insert name of grantee] 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [insert name of grantee] may, after written notice to the contractor, sponsor, applicant, or owner,

take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the **[insert name of grantee]** for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the " Statement of Compliance" required by paragraph

(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** -- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U. S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater

than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.** (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1)

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
40 U.S.C. §§327-333(1995)
29 C.F.R §5(1995)
29 C.F.R § 1926(1995)

.Contract Availability

Section 102 of the Act, which deals with overtime requirements, applies to:

- all construction contracts in excess of \$2,000 and;
- all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) in excess of \$2,500.

(The dollar threshold for this requirement is contained in the current regulation 29 C.F.R. §5.15.)

Section 107 of the Act which deals with OSHA requirements applies to construction contracts in excess of \$2,000 only. The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

.Flow Down Requirements

Applies to third party contractors and subcontractors.

.Model Clause/Language

Pursuant to Section 102 (Overtime):

(These clauses are specifically mandated under DOL regulation 29 C.F.R. §5.5 and when preparing a construction contract in excess of \$2,000 these clauses should be used in conjunction with the Davis-Bacon Act clauses as discussed previously. For nonconstruction contracts, this is the only section required along with the payroll section.)

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

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor 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 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.

(3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the grantee or 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.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.

(Section 102 nonconstruction contracts should also have the following provision:)

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

Section 107 (OSHA):

(This section is applicable to construction contracts only)

Contract Work Hours and Safety Standards Act. (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts.** The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

COPELAND ANTI-KICKBACK ACT

40 U.S.C. §276c (1995)

29 C.F.R. §3 (1995)

29 C.F.R. §5 (1995)

.Contract Applicability

All construction contracts in excess of \$2,000.

.Flow Down Requirements

Applicable to all third party contractors and subcontractors.

.Model Clause/Language

§3.1 of the Copeland Act makes it clear that the purpose of the Act is to assist in "the enforcement of the minimum wage provisions of the Davis-Bacon Act." In keeping with this intent DOL has included a section on the Copeland Act in the mandatory language of the Davis-Bacon provisions. The language can be found at §5.5(a)(5) of the Davis-Bacon model clauses and reads as follows:

Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

Since there is no specific statutory or regulatory requirements for additional mandatory language, I would recommend that no additional clauses are necessary for this provision.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

.Applicability to Contracts

Applicable to all contracts.

.Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

.Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government. (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

AND RELATED ACTS

31 U.S.C. 3801 et seq.

49 CFR part 31

18 U.S.C. 1001

49 U.S.C. 5307

.Applicability to Contracts

These requirements are applicable to all contracts.

.Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

.Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

TERMINATION
49 U.S.C.Part 18
FTA Circular 4220.1C

.Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

.Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

.Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid to the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If, in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by

delivering to the Contractor a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. 623

42 U.S.C. 2000

42 U.S.C. 6102

42 U.S.C. 12112

42 U.S.C. 12132

49 U.S.C. 5332

29 CFR Part 1630

41 CFR Parts 60 et seq.

.Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

.Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

.Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shortened the lengthy text.

Civil Rights. The following requirements apply to the underlying contract:

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

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(a) Race Color. Creed. National Origin. Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any

implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623 and Federal transit law at 49 U.S.C. §5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U. S . Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

FTA Circular 4220.1C

.Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

.Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

.Model Clause/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in

addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient). (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disadvantaged Business Enterprise (DBE) Provision
49 CFR Part 23

.Applicability to Contracts

DBE provisions only apply to all DOT-assisted contracts

.Flow Down

These requirements only flow to FTA recipients who receive at least \$250,000 in FTA capital and operating funds, exclusive of funds for transit vehicle purchases [reference 49 CFR 23.67], or \$100,000 in FTA planning funds.

.Model Clause/Language

No specific language is mandated, but FTA has included language developed by Southwest Ohio Regional Transit Authority (SORTA).

Disadvantaged Business Enterprise Provision.

1. The Federal Fiscal Year goal has been set by (name of grantee) in an attempt to match projected procurements with available qualified disadvantaged businesses. (Name of grantee) goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by (name of grantee) as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, (name of grantee) may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy

It is the policy of the Department of Transportation and (name of grantee) that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that

DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national

origin, religion, sex, age, or physical handicap in the award and performance of subcontracts.

It is further the policy of (name of grantee) to promote the development and increase the participation of businesses owned and controlled by DBEs. DBE involvement in all phases of (name of grantee) procurement activities are encouraged.

- (b) DBE obligation The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (c) Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, (name of grantee) may declare the contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with (name of grantee) DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of (name of grantee) and will be submitted to (name of grantee) upon request.
- (e) (Name of grantee) will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
 - * Identification of qualified DBE
 - * Available listing of Minority Assistance Agencies
 - * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

- (a) Disadvantaged business "means a small business concern":
 - i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

- iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
- iv. Whose management and daily business operations are controlled by one or more women individuals who own it.

(b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

(c) " Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
- ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

State and Local Law Disclaimer

.Applicability to Contracts

This disclaimer applies to all contracts.

.Flow Down

The Disclaimer has unlimited flow down.

.Model Clause/Language

FTA has developed the following language.

State and Local Law Disclaimer. The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.

Incorporation of Federal Transit Administration (FTA) Terms

FTA Circular 4220.1C

.Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

.Flow Down

The incorporation of FTA terms has unlimited flow down.

.Model Clause/Language

FTA has developed the following incorporation of terms language

Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1C, dated May 1, 1995, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Appendix M ROAD INVENTORY

This information will be inserted as it becomes available.

Appendix N
MUNICIPAL ROAD MAINTENANCE AGREEMENTS



Texas Department of Transportation

P.O. BOX 3067 • DALLAS, TEXAS 75221-3067 • (214) 320-6100

RECEIVED

October 18, 1994

NOV 03 1994

RECEIVED

NOV 09 1994

Transportation Services
CITY OF GRAND PRAIRIE

MAINTENANCE AGREEMENT
CITY OF GRAND PRAIRIE

The Honorable Charles England
Mayor, City of Grand Prairie
P. O. Box 530011
Grand Prairie, Texas 75053

Dear Mayor England:

Enclosed is a fully executed copy of the Municipal Maintenance Agreement and Ordinance covering all highway routes in the City of Grand Prairie.

This is an important document in that it outlines the respective maintenance responsibilities of the State and the City of Grand Prairie.

Sincerely,

James M. Huffman, P.E.
Dallas District Engineer

Enclosure



Form 1038 Rev. 3/94
Previous versions are obsolete.
DHT # 122504

Municipal Maintenance Agreement

STATE OF TEXAS *

COUNTY OF TRAVIS *

THIS AGREEMENT made this 6th day of September, 19 94, by and between the State of Texas, hereinafter referred to as the "State", party of the first part, and the City of GRAND PRAIRIE, DALLAS County, Texas (population 100,679, 19 90, Federal Census) acting by and through its duly authorized officers, hereinafter called the "City", party of the second part.

WITNESSETH

WHEREAS, the City has requested the State to assist in the maintenance of State Highway routes within such City; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance, control, supervision and regulation of State Highway routes within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Coverage

1. This agreement is intended to cover and provide for State participation in the maintenance of the following classification of State Highway routes within the City:
 - A. Non-Controlled Access routes or portions thereof which are described and/or graphically shown as "State Maintained" routes in Exhibit "A", which is attached hereto and made a part hereof.
 - B. All State Highway routes or portions thereof which have been designated by the Texas Transportation Commission as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B", which is attached hereto and made a part hereof.

2. In the event that the present system of State Highway routes within the City is changed by cancellation, modified routing, new routes or change in the City's corporate limits, the State shall terminate maintenance and this agreement shall become null and void on that portion of the routes which are no longer routes of a State Highway; and the full effect and all conditions of this agreement shall apply to the changed routes or new routes of the State Highways within the City and shall be classified as "State Maintained" under paragraph 1 above, unless the execution of a new agreement on the changed portion of the routes is requested by either the City or the State.

General Conditions

1. The City hereby agrees and does hereby authorize the State to maintain the State Highway routes covered by this agreement in the manner set out herein.
2. The City shall retain full responsibility for all items that affect property rights, life, health, etc., of property owners and dwellers adjacent to the State Highway routes and portions thereof.
3. This agreement shall supplement any special agreements between the State and the City for the maintenance and/or construction of the highways covered herein and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established after traffic and engineering surveys have been conducted.
5. The State will erect and maintain all traffic signs necessary to regulate, warn and guide traffic on highway routes in a safe and efficient manner.
6. It is mutually agreed that, subject to approval by the State, any street lighting system may be installed by the City provided the City shall pay all cost of installation, maintenance and operation except in those installations specifically covered by separate agreements between the City and State.
7. It is understood and agreed that this agreement is for the purpose of defining the authority and responsibility of both parties for maintenance of highway routes through the City and shall in no way be considered to cover any present or past obligation either real or anticipated concerning such State Highway routes through the City.
8. The City shall prohibit the movement of loads over State Maintained streets which exceed the legal limits for either weight, length, height or width, as prescribed by State law for public highways outside corporate limits of cities, except those having proper permits from the State for such movements. The City shall also, by ordinance and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the street and/or for traffic safety.
9. The City shall prevent future encroachments within the right of way of the highway routes and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right of way without prior agreement with the State.

10. The City agrees that traffic control devices, such as signs, traffic signals and pavement markings, in respect to type of device, points of installation and necessity will be determined by traffic and engineering surveys. The City agrees that it will not install, maintain or permit the installation of any type of traffic control device which will affect or influence the utility of the State Highway routes unless approved in writing by the State. Traffic control devices installed prior to the date of this Agreement are hereby made subject to the terms of this Agreement and the City agrees to the removal of such devices which affect or influence the utility of the State Highway routes unless their continued use is approved in writing by the State. It is understood that approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by signature of the plans.
11. The City agrees to assure the grantee's conformance, for proper construction and maintenance of access driveway facilities, in accordance with "Regulations for Access Driveways to State Highways" adopted by the Texas Department of Transportation or in accordance with other standards and specifications for the design, construction and maintenance details subject to approval by the Texas Department of Transportation.
12. It is understood that the use of unused right of way and areas beneath structures will be as determined by a separate agreement.
13. On those State Highway routes and portions thereof which are listed and/or graphically shown on Exhibit "A" as "City Maintained" routes, the City agrees to provide bridge inspection and inventory data to the State in accordance with National Bridge Inspection Standards.

Non-Controlled Access Highways

The following specific conditions and responsibilities shall be applicable to non-controlled access highways in addition to the "General Conditions" contained herein above. Routes of non-controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A".

State's Responsibilities

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup.
3. Assist in sweeping and otherwise cleaning the pavement.
4. Assist in snow and ice control.
5. Maintain drainage facilities within the limits of the right of way.
6. Install and maintain normal regulatory warning and guide signs and normal markings for directing highway traffic in a safe and efficient manner. This includes school safety devices, school crosswalks and crosswalks installed in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to the approval of the State.

7. Install, operate and maintain traffic signals in cities with less than 50,000 population.
8. Install all Federally-funded, off-system traffic signals and on-system traffic signals in cities greater than 50,000 population.

City's Responsibilities

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering surveys have been conducted to determine that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks, parking stripes and special guide signs when agreed to by the State and traffic signals in cities with over 50,000 population. Signing and marking of intersecting city streets to State Highway routes will be the full responsibility of the City.
3. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State.
4. Maintain highway drainage facilities outside the limits of the right of way.
5. Retain all functions and responsibilities for maintenance, control, supervision and regulation which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of roadway ditches does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits except where participation by the State other than above is specifically covered in a separate agreement between the City and the State.
6. Maintenance and operation of all Federally-funded, off-system traffic signals and on-system traffic signals in cities greater than 50,000 population.

Controlled Access Highways

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Routes of controlled access highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B".

State's Responsibilities

1. Maintain the traveled surface of the through lanes, ramps and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right of way width where no frontage roads exist, and assist in performing these operations between the right of way line and the outermost curb or crown line of the frontage roads in undeveloped areas.

3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and separation structures or roadways.
5. Install and maintain all normal markings and signs on the main lanes and frontage roads necessary for the proper use of the facility and direction of traffic thereon. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections.
7. Maintain all drainage facilities within the limits of the right of way.

City's Responsibilities

1. Restrict parking on frontage roads to parallel parking on one side only and prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right of way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances and retain its responsibility for enforcing the control of access to the freeway facility.

Termination

1. It is understood and agreed between the parties hereto that all obligations of the State created herein to maintain the State Highway routes covered by this agreement shall terminate if and when they are no longer routes of State Highways; and further, that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice.

Said State assumption of maintenance shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of
GRAND PRAIRIE on the 6th day of Sept., 19 94, and the Texas
Department of Transportation on the 7th day of October, 19 94.

ATTEST:

Sue Sawyer, City Secretary

CITY OF GRAND PRAIRIE

By

Dave Dwyer
City Manager
(Title of Signing Official)

APPROVED AS TO FORM:

Paul C. Ish
CITY ATTORNEY

APPROVAL RECOMMENDED:

James M. Johnson
District Engineer

DALLAS

District

THE STATE OF TEXAS

Certified as being for the purpose and effect of
activating and/or carrying out the orders,
established policies, or work programs heretofore
approved and authorized by the Texas
Transportation Commission under the authority
of Minute Order No. 100002.

By Walter Chambers
Director, Construction and Maintenance

NOTE: To be executed in triplicate and supported by Municipal Maintenance Ordinance and Certificate of
City Secretary.

EXHIBIT "A"

NON CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

- A. S.H. 180: FROM TARRANT-DALLAS COUNTY LINE OVER MAIN STREET TO THE WEST LINE OF S.W. 4TH STREET, AND FROM EAST LINE OF S.E. 8TH STREET TO EAST CITY LIMIT. (BASE, SURFACE, AND BRIDGE CLASSIFICATION STRUCTURES ONLY)
- B. SPUR 303: FROM TARRANT-DALLAS COUNTY LINE TO INTERSECTION OF F.M. 1382. (BASE, SURFACE, AND BRIDGE CLASSIFICATION STRUCTURES ONLY)
- C. F.M. 1382: FROM SOUTH LINE OF JEFFERSON AVENUE TO S.E. 14 TH STREET (BASE, SURFACE, AND BRIDGE CLASSIFICATION STRUCTURES ONLY)
- D. F.M 1382: FROM S.E. 14 TH STREET TO SOUTH CITY LIMIT, WHICH INCLUDES ONLY THOSE SECTIONS OF F.M. 1382 WITHIN THE CITY LIMIT (BASE, SURFACE, ASSIST IN MOWING, CLEANING LITTER AND MAINTENANCE OF ROADWAY DITCHES)

II. CITY MAINTAINED

- A. S.H. 180: FROM WEST LINE OF S.W. 4TH STREET OVER MAIN STREET TO EAST LINE OF S.E. 8TH STREET.
- B. F.M. 1382: FROM INTERSECTION OF S.H. 180 OVER S.E. 8TH STREET TO SOUTH LINE OF JEFFERSON AVENUE.

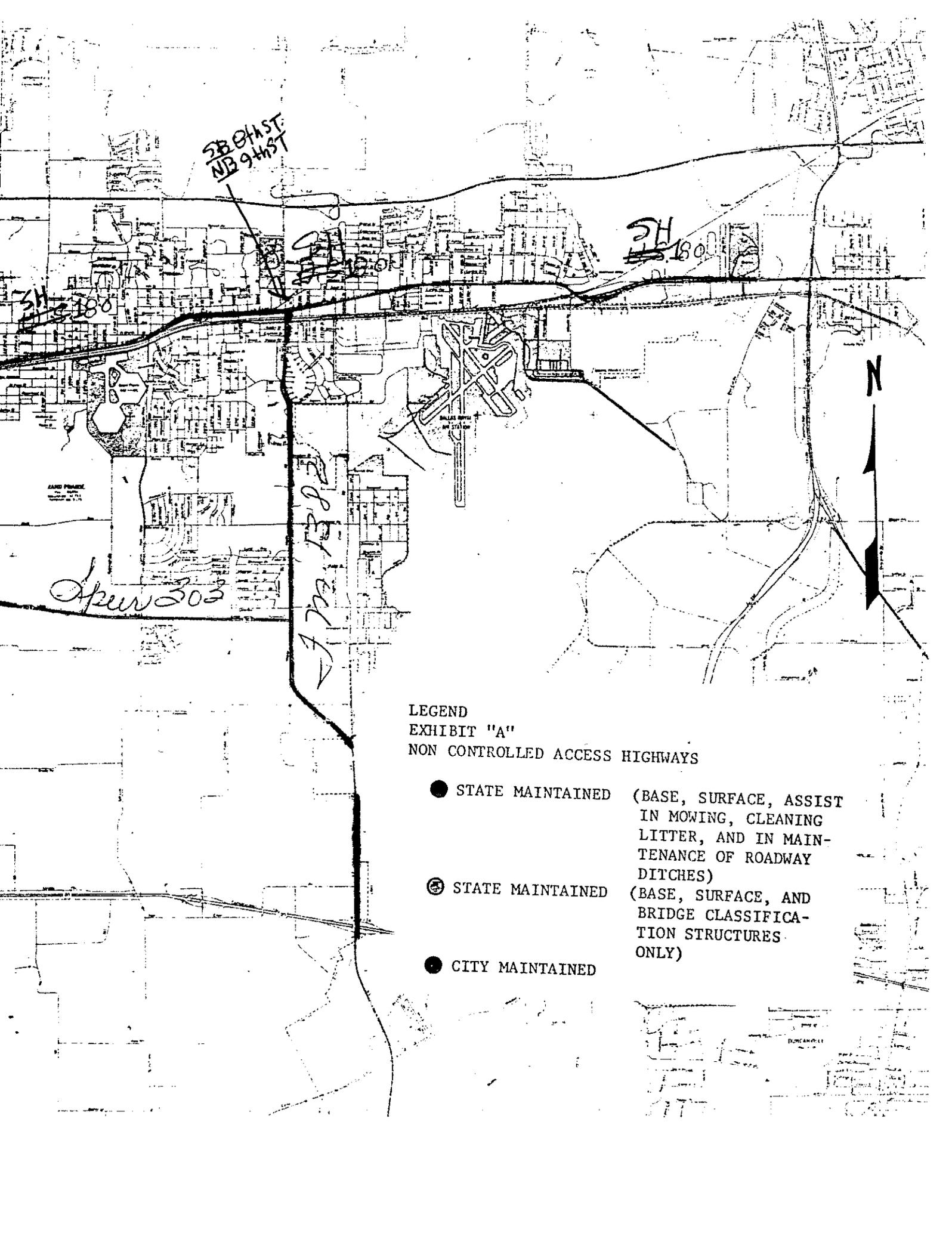
EXHIBIT "B"

CONTROLLED ACCESS HIGHWAY

I. STATE MAINTAINED

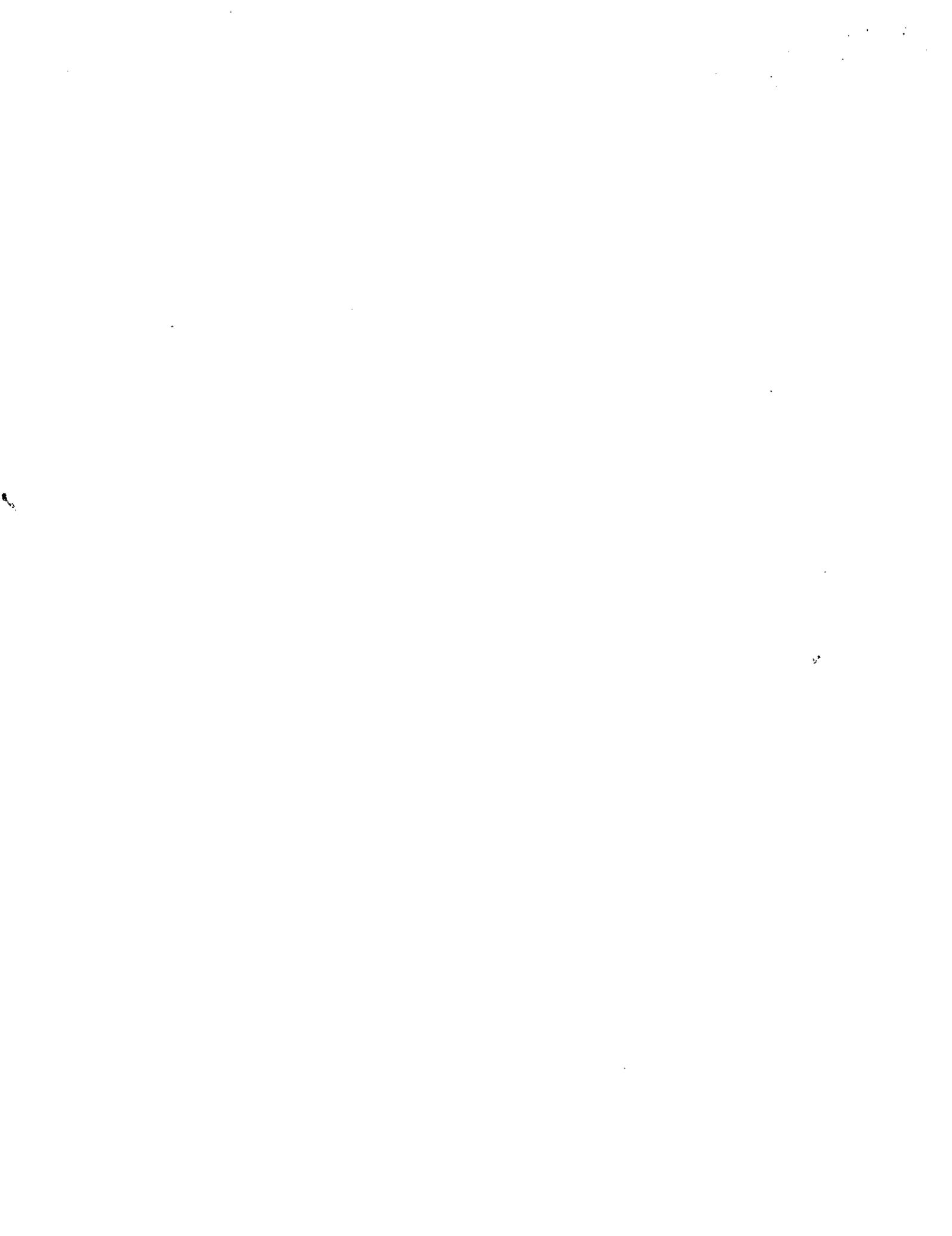
- A. I.H. 20: FROM TARRANT-DALLAS COUNTY LINE TO EAST CITY LIMIT
- B. I.H. 30: FROM TARRANT-DALLAS COUNTY LINE TO EAST CITY LIMIT

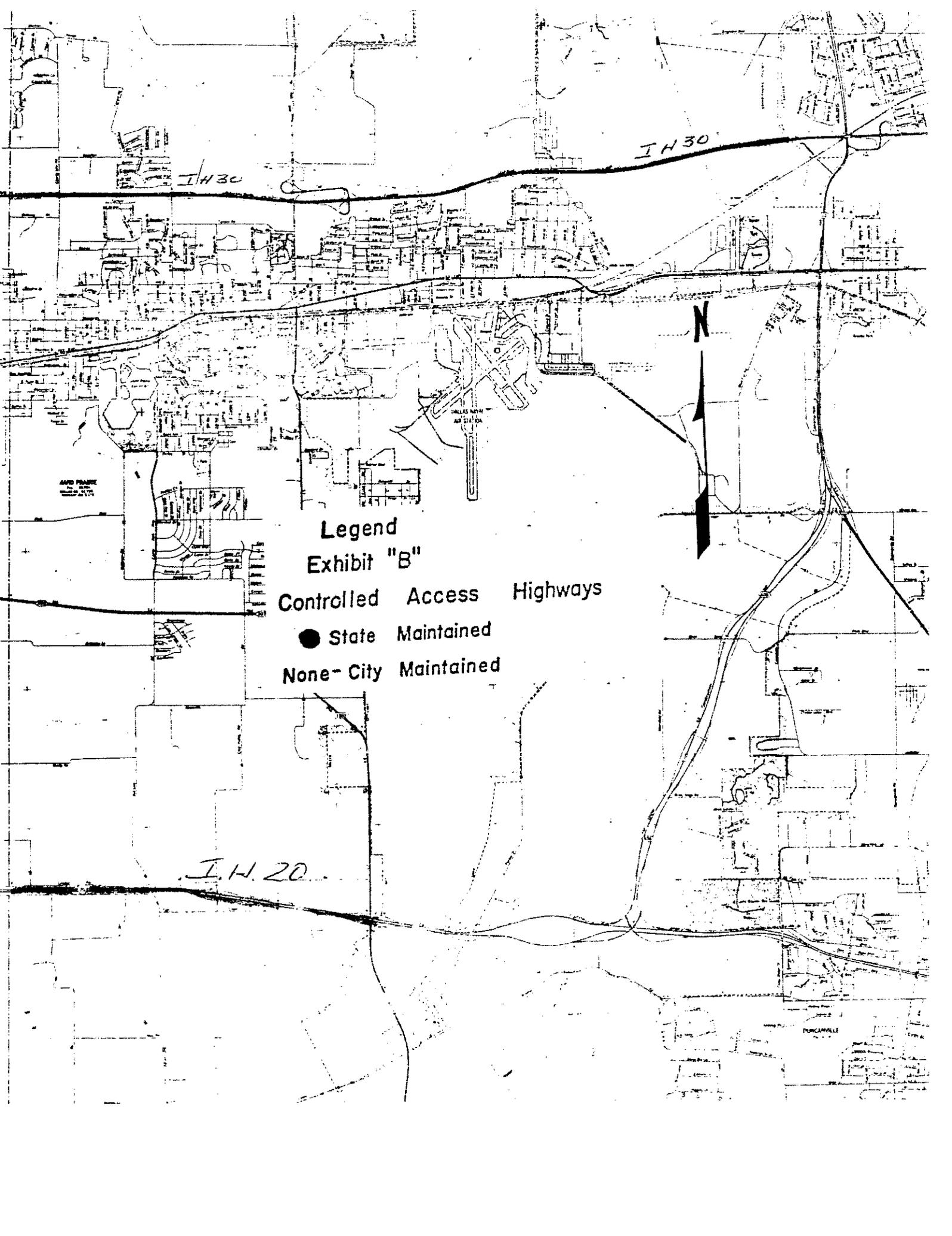
II. CITY MAINTAINED NONE



LEGEND
EXHIBIT "A"
NON CONTROLLED ACCESS HIGHWAYS

- STATE MAINTAINED (BASE, SURFACE, ASSIST IN MOWING, CLEANING LITTER, AND IN MAINTENANCE OF ROADWAY DITCHES)
- ⊙ STATE MAINTAINED (BASE, SURFACE, AND BRIDGE CLASSIFICATION STRUCTURES ONLY)
- CITY MAINTAINED





I.H. 30

I.H. 30

DALLAS NORTH
AIR STATION

N

Legend

Exhibit "B"

Controlled Access Highways

● **State Maintained**

○ **None-City Maintained**

I.H. 20

PURCELLVILLE

SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL

Form 1037-1

MUNICIPAL MAINTENANCE ORDINANCE ^{RESOL. #} 3222

AN ORDINANCE PROVIDING FOR THE MAINTENANCE OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF Grand Prairie, COUNTY OF Dallas and Tarrant, TEXAS, HEREBY REFERRED TO AS MUNICIPAL MAINTENANCE PROJECT AND AUTHORIZING THE MAYOR OF THE CITY OR OTHER AUTHORIZED CITY OFFICIAL, TO EXECUTE AND AFFIX THE CORPORATE SEAL AND ATTEST SAME. A CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS, PROVIDING FOR THE MAINTENANCE AND USE OF THE SAID MAINTENANCE PROJECT: AND DECLARING AN EMERGENCY AND PROVIDING THAT THIS ORDINANCE SHOULD BE EFFECTIVE FROM AND AFTER ITS PASSAGE.

WHEREAS, the Public convenience, safety and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas, enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part hereof, and marked "MUNICIPAL MAINTENANCE AGREEMENT"; and

WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked "MUNICIPAL MAINTENANCE AGREEMENT."

NOW, THEREFORE, BE IT ORDAINED by the City Council
of the City of Grand Prairie

SECTION 1. That the public convenience, safety and necessity of the City and the people of the City require said project be adequately maintained.

SECTION 2. That the State of Texas be and is hereby authorized to enter upon and maintain said maintenance project.

SECTION 3. That the Mayor, or proper City official, of the City, be and is hereby authorized to execute for and on behalf of the City an agreement with the State of Texas, in accordance with and for the purpose of carrying out the terms and provisions of this order, in the form attached hereto, made a part hereto, and marked "MUNICIPAL MAINTENANCE AGREEMENT." The City Secretary is hereby directed to attest the agreement and to affix the proper seal of the City thereto.



SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL

SECTION 4. The Mayor of the City, having requested in writing that this ordinance take effect forthwith and there being in fact an emergency and imperative necessity that the work herein provided for be begun and carried out promptly and with expedition and that the agreement aforesaid shall be immediately made, executed and delivered to the end that such work herein provided for may be begun and carried out promptly and with expedition. The reading of the ordinance on three several days is hereby dispensed with and the same shall be in full force and effect from and after its passage.

Form 1037-2

STATE OF TEXAS
COUNTY OF Dallas

I, Sue Shewver, the duly appointed, qualified and acting city secretary of the City of Grand Prairie, Texas, hereby certify that the foregoing pages constitute a true and correct copy of an ordinance duly passed by the City Council at a meeting held on Sept. 6, A.D., 1994, at 7:30 o'clock P.M.

To certify which, witness my hand and seal of the City of Grand Prairie, TEXAS, this due 26th day of Sept., 1994, at Grand Prairie Texas.

Sue Shewver
City Secretary of the City of

Grand Prairie, Texas





FILE
4/2/07

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 28th day of February, 2007 by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Grand Prairie, Tarrant County, Texas (population 127,427, 2000, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
 - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
 - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be exchanged with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.
7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement.

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.
4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 4). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 4).
4. Require installations, repairs, removals, or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist, and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures, or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 4, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks, and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate, and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal, or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities"), and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 4).

TERMINATION

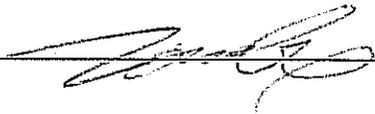
All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code, 23 United States Code § 116 and the State's Interstate Maintenance Guidelines as approved by the Federal Highway Administration in accordance with 23 CFR § 635, Subpart E.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of Grand Prairie on the 16th day of FEBRUARY, 2007 and the Texas Department of Transportation, on the 28th day of February, 2007

ATTEST:

THE STATE OF TEXAS



CITY OF Grand Prairie

BY Xceet

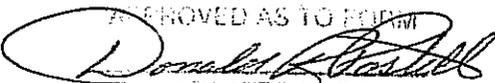
(Title of Signing Official)
Deputy City Manager

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY Maribel P. Chavez, P.E.

District Engineer

Fort Worth District

APPROVED AS TO FORM

CITY ATTORNEY

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For inquiries call 512-416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE STATE OF TEXAS AND THE CITY OF GRAND PRAIRIE FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF GRAND PRAIRIE AND PROVIDING FOR THE EXECUTION OF SAID AGREEMENT

WHEREAS, the Public convenience, safety, and necessity of the City, and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas enter upon and contribute financially to the maintenance of said project; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the form attached hereto, made a part thereof, and marked MUNICIPAL MAINTENANCE AGREEMENT; and

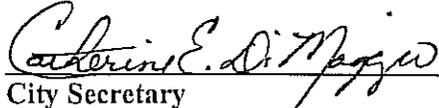
WHEREAS, said project consists of those State Highways and/or portions thereof which are described and included in the form attached hereto and marked MUNICIPAL MAINTENANCE AGREEMENT.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. That the certain agreement between the State of Texas and the City of Grand Prairie for the maintenance, control, supervision, and regulation of certain State Highways and/or portions of State Highways in the City of Grand Prairie be, and the same is, hereby approved; and that the City Manager is hereby authorized to execute said agreement on behalf of the City of Grand Prairie and to transmit the same to the State of Texas for appropriate action.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS 6th DAY OF FEBRUARY, 2007.

ATTEST:


City Secretary

APPROVED:


Mayor

APPROVED AS TO FORM:

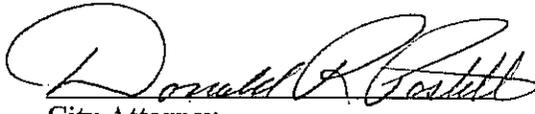

City Attorney

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. SH 360

From north city limit to south city limit (south of IH 20).

B. SH 180

From west city limit to Dallas County line.

C. SPUR 303

From west city limit to Dallas County line.

II. CITY MAINTAINED

None

Non-Controlled Access Highways

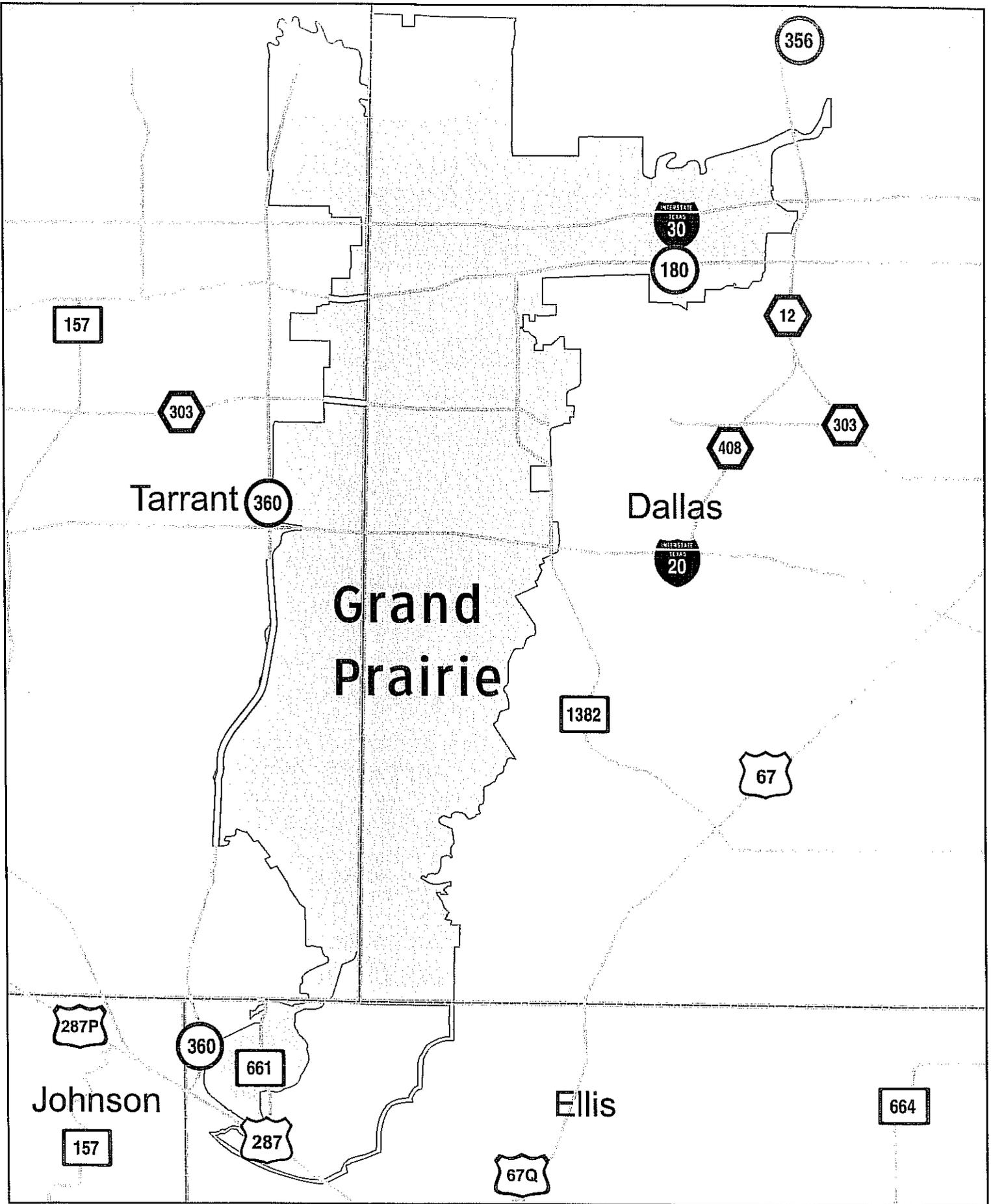


EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

I. STATE MAINTAINED

A. IH 20

From west city limit to Dallas County line.

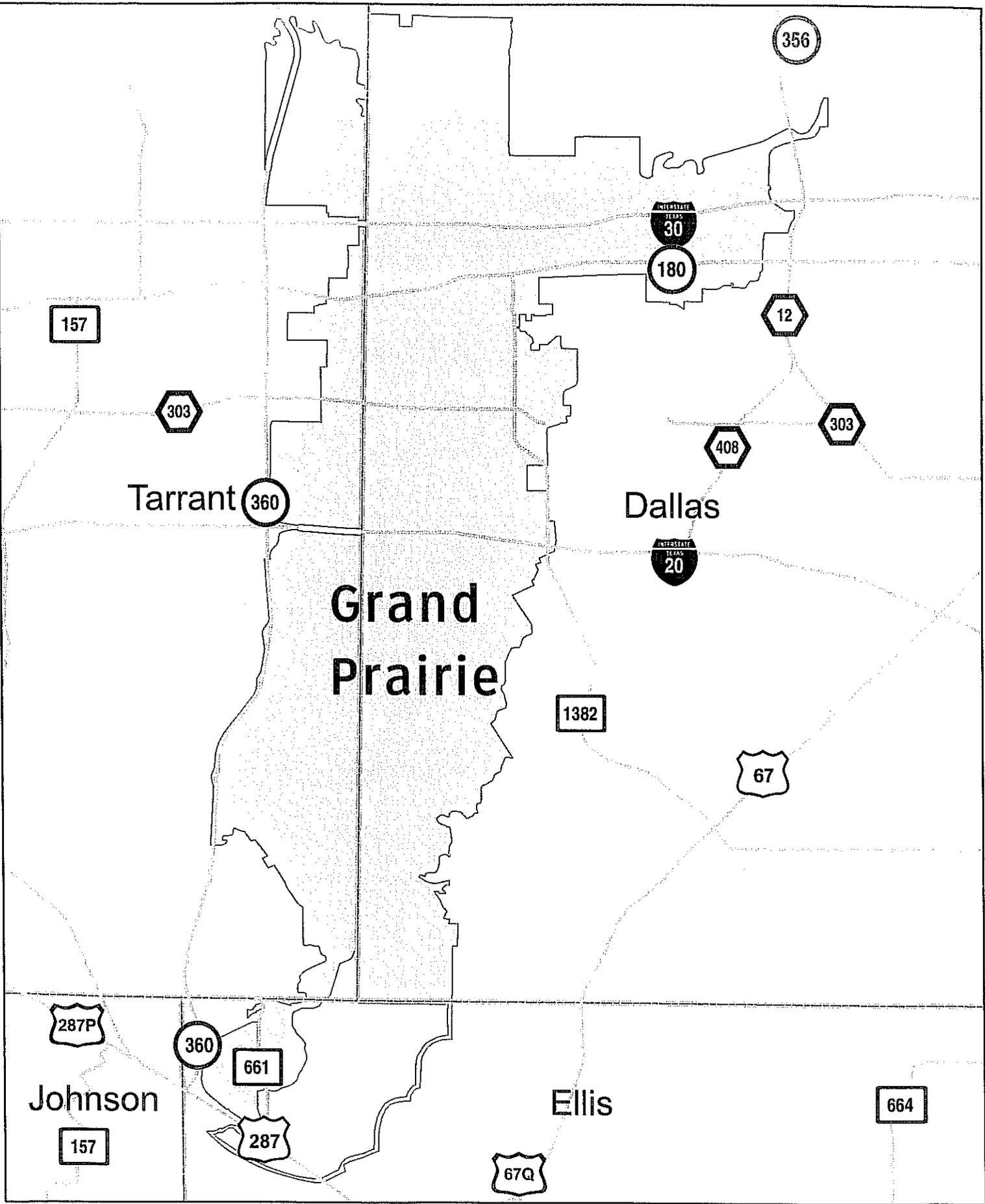
B. SH 360

From north city to south city limit (north of IH 30).

II. CITY MAINTAINED

None.

Controlled Access Highways



Appendix O

CITY RESOURCES

This information will be inserted as it becomes available.

Appendix P

DEBRIS REMOVAL CONTRACTOR SOLICITATION

This information will be inserted as it becomes available.

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

Appendix Q CONTRACTS

STATE OF TEXAS §
 § **SOLID WASTE COLLECTION AND DISPOSAL**
 § **CONTRACT**
COUNTY OF DALLAS §

This Contract (the "CONTRACT") is entered into by and between the City of Grand Prairie, Texas, (the "CITY") and Republic Waste Services of Texas Ltd., D/B/A Grand Prairie Disposal, (the "CONTRACTOR") acting by and through their authorized representatives.

WITNESSETH:

WHEREAS, the **CONTRACTOR** submitted a proposal to provide Solid Waste collection and disposal within the **CITY**, and to perform such work as may be incidental thereto; and

WHEREAS, it is necessary for the **CITY** to promote, preserve and protect the public health of its citizens;

WHEREAS, the **CITY** has determined that the proposal submitted by **CONTRACTOR** is in the best interest of the **CITY**;

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

GENERAL PROVISIONS

1. The **CONTRACTOR** agrees to furnish all personnel, labor, equipment, trucks and other items necessary to provide Solid Waste collection and disposal for residential, commercial and industrial customers and recyclable materials collection and processing in accordance with this **CONTRACT** and to perform all of the work called for and described in the **CONTRACT** documents.
2. This **CONTRACT** shall include the following Contract Documents which are incorporated herein by reference as if set forth verbatim in this **CONTRACT**:
 - A. **CONTRACT TERMS**
 - B. Performance bond
 - C. Payment bond
 - D. **CONTRACTOR'S** bid proposal
 - E. Any addendum or changes to the foregoing documents agreed to by the parties

In the event of any conflict between or among the Contract Documents, this **CONTRACT** shall control and govern such order.

3. All provisions of the CONTRACT documents shall be strictly complied with by the CONTRACTOR, and no amendment to this CONTRACT shall be made except upon the mutual written consent of the parties. No amendment shall be construed to release either party from any obligation of the CONTRACT except as specifically provided in such amendment.
4. The CONTRACTOR shall keep in full force and effect throughout the term of this CONTRACT insurance in the amounts and types specified in and required by the CONTRACT documents.
5. This CONTRACT shall be binding on and in use to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns. This CONTRACT may be assigned with the consent of the CITY.
6. Any notices required or permitted to be delivered under this CONTRACT shall be deemed receivable when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.
7. This CONTRACT is the entire agreement between the parties with the respect to the subject matter covered in this CONTRACT. There is no other collateral, oral or written agreement between the parties that in any matter relates to the subject matter of this CONTRACT, except as provided in the CONTRACT documents.
8. The validity of this CONTRACT and any of its terms and provisions, as well as the rights and obligations of the parties, shall be governed by the laws of the State of Texas; and the venue for any action concerning this CONTRACT shall be in the state District Court of Dallas County, Texas.
9. This CONTRACT may be amended by the mutual written agreement of the parties.
10. In the event any one or more of the provisions contained in this CONTRACT shall for any reason be held to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not effect other provisions, and the CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
11. The CONTRACT documents described herein are hereby incorporated in by reference as if recited verbatim.
12. The term of this CONTRACT shall be for a period commencing on February 1, 2003 and terminating on September 30, 2009. This contract supersedes the previous contract between CONTRACTOR and CITY that would have terminated September 23, 2004. The CITY may, at its option, renew this contract for an additional five (5) years beginning in October, 2009 and the CITY agrees to use reasonable efforts to give CONTRACTOR advance notice of such renewal. Notwithstanding the above provisions, the CITY may terminate this contract during any term hereof if, without prior written approval from the CITY, there is a substantial change in ownership and management of the company.

13. This CONTRACT is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and applicable laws of the State of Texas and the United States of America.

14. CONTRACTOR and the CITY expressly covenant and agree that in the event of any litigation arising between the parties to this CONTRACT, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney fees regardless of the outcome of the litigation.

Executed in duplicated originals this 28th day of January, 2003

Republic Waste Services of
Texas Ltd., d/b/a Grand Prairie
Disposal Company

By: [Signature]

Title: General Manager

Address: 1212 Harrison Ave.
Arlington, Texas 76011

City of Grand Prairie, Texas

By: [Signature]

for Tom Hart, City Manager

Date: 01-28-2003

Attest:

[Signature]
City Secretary

Approved as to form:

[Signature]
City Attorney

CONTRACT TERMS

1. GRANT:

CONTRACTOR shall be granted a permit for the use of public streets, alleys and thoroughfares to provide refuse collection, removal and disposal services and recycling collection for the residential, commercial and industrial units within the corporate limits of the CITY in compliance with the ordinances and regulations of the CITY and as specified and described in the CONTRACT.

2. SCOPE OF WORK:

The CONTRACTOR shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the CITY with complete refuse collection, removal and disposal and to complete said work in accordance with CONTRACT documents and as defined in Chapter 26 "Garbage Collection and Disposal" of the Code of the City of Grand Prairie, Texas (the "Code"). In the event of any modification or addition to the Code that impacts the economics of this CONTRACT to CONTRACTOR, the parties hereto agree to amend this CONTRACT in order to reasonably preserve the economics of this CONTRACT to CONTRACTOR.

3. DEFINITIONS:

The following terms shall have the meanings respectively to them unless the context indicated otherwise.

Bags: plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed fifty (50) pounds and may not be blue or red in color.

Bags (Recycling): clear, blue plastic sacks for the collection of aluminum cans, steel cans, plastic bottles, and glass jars and bottles.

Bin (Commercial/Industrial): metal receptacles designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Bin (Residential Recycling): a plastic receptacle designed for the purpose of curbside collection of recyclable materials usually with a capacity of 18 to 20 gallons.

Brush: tree and shrub trimmings which are cut in lengths not to exceed six (6) foot in length, and tied into bundles not to exceed fifty (50) pounds per bundle.

Bulky Waste: stoves, water tanks, washing machines, furniture, and other waste materials other than construction debris.

CFC unit: appliances such as refrigerators, freezers or air conditioners that contain cooling gases known as chlorofluorocarbons which if released into the atmosphere would cause harm.

City Refuse: any Solid Waste generated by a facility owned and operated by the CITY in the exercise of its customary services and duties that can be collected on a regular collection route of the CONTRACTOR'S as established hereunder.

Commercial Bag Service: a retail or light commercial type of business which generates no more than one (1) cubic yard of refuse per week.

Contractor: Republic Waste Services of Texas Ltd. d/b/a Grand Prairie Disposal.

Customer: an occupant of a residential, commercial or industrial unit who generates refuse.

Debris: dirt, concrete, rocks, bricks, or other waste building materials.

Garbage: refuse animal or vegetable matter, as from a kitchen or food processing facility.

Hazardous Waste: solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated there under or applicable state law concerning the regulation of hazardous or toxic wastes.

Landfill (Sanitary): the controlled area of land owned or operated by the city upon which municipal solid waste is placed for disposal in accordance with standards, rules, regulations or orders established by federal, state and local governmental agencies.

Premises: all public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: materials that are diverted from the waste stream, processed and treated so that they can be used again. Commonly recycled materials include aluminum, paper, steel, plastics and glass.

Refuse: all trash other than garbage, recyclables, debris and brush including residential trash and yard trash.

Rubbish: Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials: Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

Special Waste: waste, from a non-residential source, meeting any of the following descriptions: (a) a containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.) (b) A waste transported in bulk tanker, (c) a liquid waste, (d) a sludge waste, (e) medical or biohazard waste, (f) a waste from a pollution control process, (g) residue and debris from the cleanup of a spill or release of chemical.

Solid Waste: all non-hazardous and non-special solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the landfill under the applicable federal, state and local laws, regulations and permits governing each.

Yard Waste: Leaves, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, which results from landscaping maintenance and land clearing operations. The term does not include grass clippings, stumps, roots, or shrubs with intact root balls.

4. TYPES OF COLLECTION:

Residential Collection: CONTRACTOR shall collect solid waste from the premises of residential accounts held by the CITY a minimum of twice weekly with the minimum of two (2) full days between each, unless otherwise specified. CONTRACTOR agrees to provide CITY with a copy of maps indicating routes used in the collection of waste from all residential customers. The CITY has the right to reject and request modification of routes, and updates of CONTRACTOR routes. The CITY and CONTRACTOR shall work in good faith to establish routing, which meets both the requirements of the CITY and the routing efficiency requirements of the CONTRACTOR.

Commercial and Industrial Accounts: CONTRACTOR shall collect and remove solid waste from the premises of commercial, institutional and industrial customers according to schedules and for rates prescribed in the CITY code. Collection service shall at least be once a week or more often to maintain premises free of the accumulations of waste. Collection may be in bags or containers as so designated by CITY. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. The CITY shall be the sole determiner of acceptable dumpster pads, locations and screenings.

Bulky Waste Collection: The CONTRACTOR shall collect bulky waste from the premises of residential accounts held by the CITY within 5 days of the CUSTOMER requesting bulky waste collection service by the CONTRACTOR. CONTRACTOR shall adhere to all federal, state, and local laws governing the collection and transportation of appliances containing chlorofluorocarbons (CFCs).

5. COLLECTION OPERATION

Hours of Operation: Collection of solid waste from residential premises shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 6:00 p.m. unless authorization is received from the City designated contact. No collection shall be made on Sunday. CONTRACTOR shall dispose of waste within the permitted operating hours of the landfill. Hours may be modified at the direction of the Environmental Services Director.

Holidays: The CONTRACTOR may elect to observe any or all of the following holidays by suspension of collection service on the holiday provided:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The CONTRACTOR shall notify the Fort Worth Star Telegram, The Dallas Morning News, and ATT Broadband no more than seven (7), and no less than three (3) days, to announce that refuse service is cancelled for the holiday. The CONTRACTOR will pick up refuse on the next regularly scheduled day of collection.

Inclement Weather: The CITY and the CONTRACTOR both agree that at times weather conditions may make refuse collection impossible. In the event that inclement weather should prevent efficient refuse collection, the CONTRACTOR expressly covenants and agrees to follow the following procedure. The CONTRACTOR shall make a determination whether efficient refuse collection is prevented by inclement weather no later than 8:00 a.m. on each work day. In the event inclement weather should prevent efficient refuse collection, the refuse collection for that day shall be cancelled. If the decision is made to cancel refuse collection for that day, CONTRACTOR shall immediately contact the Grand Prairie Landfill no later than 8:30 a.m. and the Solid Waste Manager or the Environmental Services Director of the CITY no later than 9:00 a.m. The CONTRACTOR shall also contact radio stations KRLD, WBAP and KLIF for spot announcements regarding the decision not to collect refuse for that day no later than 9:30 a.m. of that day. The CONTRACTOR shall make refuse collection on the next regularly scheduled day. If inclement weather should prevent refuse collection of that next regularly scheduled collection date, the CONTRACTOR shall exert every effort to make refuse collection as soon as the weather permits. The CONTRACTOR expressly covenants and agrees that it shall exercise good faith in making its determination on whether the inclement weather permits collection.

Collection-Equipment: CONTRACTOR, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport refuse. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the CITY nor while in route to the disposal site. CONTRACTOR shall, if necessary, hand-clean all spillage resulting from its collection activities.

Due to street size variations in the CITY, the CONTRACTOR will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. All motor vehicles used in performance of the obligations herein created shall be clearly marked with the CONTRACTOR'S name, telephone number and unit number in lettering not less than two (2) inches in height and legible from 150 feet.

All collection equipment shall be maintained and painted as often as necessary to preserve and present a well kept appearance, and a regular preventative maintenance program. The CITY may inspect CONTRACTOR'S vehicles at any time to insure compliance of equipment with CONTRACT, or require equipment replacement schedule to be submitted to CITY. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition. CONTRACTOR is encouraged to use alternative fueled vehicles for collection.

Lease Container: The CONTRACTOR may lease containers for waste storage to the owner or occupant of the CONTRACTOR'S commercial and industrial customers. In the event any such lease agreement is entered into, the CONTRACTOR shall lease the containers at a rate approved by the CITY and listed in the CITY'S Code of Ordinances. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the CONTRACTOR'S name and telephone number in lettering not less than two (2) inches in height. Such containers shall be maintained in the CITY approved single color or color scheme. Rental or lease of such containers to single family residences shall be limited to short periods of time related to the removal of construction and demolition debris, and other similar wastes.

Disposal: The CONTRACTOR shall deliver all solid waste collected pursuant to this CONTRACT to the CITY'S Grand Prairie Municipal Solid Waste Landfill, or such locations as may otherwise be designated by the CITY, for refuse disposal. An alternative disposal site must be approved in writing by the City designated contact prior to its use by CONTRACTOR. In the event an alternative disposal site is approved by the CITY, CONTRACTOR shall provide CITY with copies of receipts for such disposal. In the event the CITY designates an alternative disposal site, the parties hereto agree to negotiate in good faith in order to reasonably preserve the economics of this CONTRACT to CONTRACTOR in light of increased disposal and/or transportation costs.

Rules and regulations governing hours of operation and disposal practices at the CITY disposal site, as may be published by CITY, will be observed and followed by CONTRACTOR while engaged in the disposal of garbage collected under this CONTRACT. CONTRACTOR shall not, without CITY'S prior consent, dispose of garbage or other refuse collected within another city at CITY'S designated disposal site. CONTRACTOR'S employees shall follow all established landfill safety regulations and traffic directions.

Non-Routine Collection: The CONTRACTOR will be required to provide collection service at no additional cost to the CITY at two citywide clean-up events known as Trash-off at a number

of locations to be determined by the City designated contact in the spring and fall each year during the CONTRACT term.

Spillage: The CONTRACTOR shall not be responsible for scattered refuse unless the same spillage has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the CONTRACTOR. A fork, push broom and a scoop type shovel shall be maintained on each truck for clean-up activity. CONTRACTOR will not be required to clean up or collect loose refuse or spillage not caused by acts of its employees, but shall report the location of such conditions to the designated City contact so that proper notice may be given to the customer.

Hazardous Waste: CONTRACTOR shall not pick up special waste, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents, or other materials prohibited from being disposed of in municipal solid waste landfills, as defined by the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality.

Independent Contractor: Contractor covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of the CITY, that CONTRACTOR shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants, if any; that the doctrine of respondeat superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants, if any; and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

Non-Collection; Notice and Follow-up: Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers or is otherwise in violation of the CITY'S ordinances with respect to the location of refuse containers or the nature, volume or weight of refuse to be removed from the premises, CONTRACTOR shall refrain from collecting all or a portion of such refuse and will notify the City designated contact and the owner or occupant thereof within twenty-four (24) hours of the reason for such non-collection, using a standard identification tag approved by the CITY.

Where the CITY is notified by an owner or occupant that refuse has not been removed from his premises on the scheduled collection day, and where no notice of non-collection or a change in collection schedule has been received from CONTRACTOR, the City designated contact will investigate the matter; and if the investigation discloses that CONTRACTOR has failed to collect refuse from the subject premises without cause as supported by notice as described herein, CONTRACTOR shall collect the same within eighteen (18) hours after a collection order is issued by CITY.

In the event CONTRACTOR shall fail to collect refuse within eighteen (18) hours after the issuance of a collection order, such failure shall constitute an act of non-collection. If within any month, CONTRACTOR shall be guilty of ten (10) or more acts of non-collection, the same shall be deemed an act of noncompliance.

Complaint Handling By Contractor: CONTRACTOR shall, at its own expense, provide a non-automated (human) telephone answering service from 8 a.m. until 5 p.m. daily, Monday through Friday, and from 8 a.m. until noon each Saturday, excluding such holidays as may be approved by CITY, for the purpose of handling complaints and other calls regarding refuse collection service provided by CONTRACTOR. CONTRACTOR must maintain a customer call log which is available for review by the City contact. CONTRACTOR shall secure an annual listing in the Grand Prairie Telephone Directory under the name by which it conducts business in the community. For complaints other than non-collection the CONTRACTOR shall respond, investigate and take corrective action within 48 hours of the receipt of the complaint.

6. RECYCLING OPERATION

The following materials will be included in the recycling program:

Newsprint

Magazines

Household Paper Products to include junk mail, cardboard boxes, telephone books, chipboard boxes

Aluminum Beverage Cans

Steel/Tin Cans

Glass Bottles and Jars

Plastic Bottles

Recycling collection service will be at the same location where refuse is regularly collected on the same day as refuse service, with each refuse route to be divided into relatively equal parts and recycling service to be provided to each half on one of the two refuse collection days.

<u>Refuse</u>	<u>Recycling</u>
Monday/Thursday	Monday OR Thursday
Tuesday/Friday	Tuesday OR Friday
Wednesday/Saturday	Wednesday OR Saturday

The CONTRACTOR shall be responsible for transportation of all recyclable materials to a processing site mutually agreeable to both parties and having established markets for the recyclables, and which is operating in compliance with all applicable laws. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill without consent from the City designated contact.

The CONTRACTOR shall, without cost to the CITY, be responsible for processing and marketing of all recyclable materials collected pursuant to the CONTRACT. Revenues from the sale of recyclable materials shall be retained by the CONTRACTOR

The CONTRACTOR will collect recyclable materials at the curb or alley in blue plastic bags, brown paper bags and/or a standard (i.e. eighteen to twenty (18-20) gallon recycling bin that is approved by the CITY).

Christmas Tree Recycling: The CONTRACTOR shall furnish residential curbside pickup of Christmas trees from participating households and collection from two City designated drop-off sites. All trees will be collected whole and delivered compacted to the Grand Prairie landfill.

Residential curbside pickup will be provided on three consecutive days during the first week of January each year on dates mutually agreed by the CITY and the CONTRACTOR. The trees shall be placed by residents at the location where solid waste is normally picked up.

The CITY shall pay the CONTRACTOR the sum of \$5,900 per year for residential curbside collection of Christmas trees to be paid upon completion of service. For collection from the drop-off sites, the rates will be per the Code of Ordinances.

7. LICENSE AND TAXES

The CONTRACTOR shall obtain all licenses and permits (other than the license and permit granted by the CONTRACT) and promptly pay all license, permit fees and taxes required by the CITY and the State.

8. INDEMNITY

The CONTRACTOR shall indemnify, hold harmless, and defend the CITY, its officers, agents and employees from any loss, damage, liability or expense including attorney fees, on account of damage to property and injuries including death, to all persons including employees of CONTRACTOR, which may arise from any acts or omissions, including negligent or intentional acts on the part of the CONTRACTOR, its employees, agents, consultants or subcontractors, in performance of this CONTRACT or any breach of any obligation under this CONTRACT. It is further understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this CONTRACT shall be solely for the benefit of the parties hereto and shall not create or grant any rights, contractual or otherwise to any person or entity.

9. INSURANCE

CONTRACTOR shall at its own cost, obtain and maintain during the term of this CONTRACT insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, or employees. A Certificate of Insurance evidencing that such insurance shall be provided to the CITY before commencement of work hereunder. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the CITY, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the CITY for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance shall be submitted prior to commencement of services.

Without limiting any of the other obligations or liabilities of the CONTRACTOR, CONTRACTOR shall require its subcontractors, at the subcontractor's own expense, to maintain during the term of this CONTRACT, the required insurance including the required certificate and policy conditions as stated above. CONTRACTOR shall obtain copies of the certificates of insurance from each subcontractor in order to insure compliance with the insurance requirements. CONTRACTOR must retain the certificates of insurance for the duration of the CONTRACT and shall have the responsibility of enforcing these insurance requirements among its subcontractors. CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property Damage	\$500,000	
Umbrella Liability	\$5,000,000	

10. BOND

Performance Bond

CONTRACTOR, without cost to the CITY, shall furnish a Performance Bond in the amount of \$1,000,000 as security for the faithful performance of this CONTRACT. Such Performance Bond shall be executed by a corporate surety authorized to do business in Texas and be approved by the CITY.

A certificate from the surety showing that the bond premiums are paid in full shall be submitted to the CITY with the bond on an annual basis. Attorneys-in-facts who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Sole Remedy

The CITY'S remedy for breach of contract or failure to perform shall include but is not limited to making demand under the terms of the Performance Bond, suit for damages and/or termination of this CONTRACT.

11. ASSIGNMENT

The CONTRACT may not be assigned without the express written consent of the CITY, which consent shall not be unreasonably withheld. In the event of assignment, the assignee shall expressly assume the liability and obligations of the CONTRACTOR.

12. OWNERSHIP

With the exception of hazardous waste, title to all materials shall pass to CONTRACTOR when placed in CONTRACTOR'S collection vehicle, removed by CONTRACTOR from a Bin or Container, or removed by CONTRACTOR from the Customer's Premises, whichever last occurs, however, once such materials are disposed of at CITY'S landfill, title to such materials, except for hazardous waste, shall pass to CITY.

13. RATES

The CITY reserves the right to regulate the charges made to both commercial and residential customers for recyclable materials and refuse collection and disposal services. The CITY shall be responsible for the billing and collection of all residential refuse, commercial bag service and recycling fees.

<u>BASE BID (Residential)</u>	<u>Per Residential Unit Per Month</u>
Manual Collection (Twice a week)	\$3.71
Recyclable Collection (Once a week)	<u>\$1.48</u> *(\$1.60)
Total Rate for Residential Collection	\$5.19
* rate becomes \$1.60 when over 4,000 recycling bins are distributed by the CITY.	
Commercial Bag Service	\$6.44

14. MOST FAVORED NATION CLAUSE

In the event that CONTRACTOR or its affiliates executes and delivers a contract following the date hereof with a municipality located within North Central Texas Council of Governments planning area in the State of Texas that provides for the performance by CONTRACTOR or its affiliates of like services CONTRACTOR or its affiliates provides to CITY pursuant to this Contract, and, if pursuant to that contract, the rates paid to CONTRACTOR or its affiliates are different for performing those services and those services are performed for a similar amount of customers and a similar ratio of different type of customers (e.g., residential, commercial, roll-off and industrial) (the "Other Contract"), then CONTRACTOR or its affiliates will provide notice of such to the CITY and the parties hereto agree that each will negotiate in good faith to amend this CONTRACT so that the rates paid under this CONTRACT are not greater than the rates paid under the Other Contract. In connection with the determination of the foregoing and notwithstanding anything to the contrary set forth herein, the parties hereto agree that when comparing the services provided under this CONTRACT with those provided under the Other Contract, the aggregate of all services provided pursuant to this CONTRACT and the Other Contract must be similar (including, without limitation, the billing and collection provisions,

franchise fees and other charges remitted or paid to the municipality, disposal arrangements and rates, route density, recycling provisions, distance to the disposal site and frequency of collection service under such agreements) and any other factors that may impact such rates needs to be considered and compared for purposes of determining whether the services are similar under this CONTRACT and the Other Contract.

15. CONSIDERATION, BILLINGS, AND PAYMENTS

The method of calculating the monthly remittance for residential service is to take the average number of residential accounts served during the month and multiply this number by the CONTRACTOR collection rate of \$3.71 for refuse and \$1.48 for recycling. (The recycling collection rate becomes \$1.60 when 4,000 or more recycling bins have been distributed by the CITY).

For purposes of this CONTRACT, the term 'commercial bag service' shall mean all garbage collections from commercial enterprises where the garbage or refuse is not placed in a dumpster. The CONTRACTOR will provide service to these customers, as provided in Section 4, and the CITY shall remit to the contractor a fee for these services. The method of calculating the monthly remittance for commercial bag service is to take the average number of commercial bag service accounts served during the month and multiply this number by the CONTRACTOR collection rate of \$6.44.

On or before the thirtieth (30th) day of each month, the CITY shall remit to the CONTRACTOR payment for residential services performed in the preceding month under this CONTRACT. On or before the thirtieth (30th) day of each month the CONTRACTOR shall remit to the CITY appropriate franchise fees and landfill disposal service fees for commercial refuse from the preceding month under this contract.

The CONTRACTOR will bill and collect for all commercial/industrial/institutional refuse services, except for commercial bag service, and will remit to the CITY such fees as are set forth herein. The CONTRACTOR will remit to the CITY a franchise fee on all commercial/industrial/institutional refuse collection services equal to four per cent (4%) of the gross collections for commercial/industrial/institutional refuse services. For purposes of this CONTRACT, the 'gross collections' shall mean the aggregate of all monies actually collected by the CONTRACTOR for commercial/industrial/institutional refuse services for any one calendar month. Secondly, the CONTRACTOR shall pay an additional amount for landfill disposal services equal to twenty-six dollars and nineteen cents (\$26.19) per ton of commercial/industrial/institutional refuse deposited at or disposed of at the Grand Prairie Sanitary Landfill by the CONTRACTOR.

Any refuse which is disposed of or deposited at the Grand Prairie Sanitary Landfill by the CONTRACTOR shall be weighed by employees of the CITY, who shall make proper documentation relating to the total weight of the refuse, by type, deposited at or disposed of at the Grand Prairie Sanitary Landfill by the CONTRACTOR. Shortly after the close of the business day on the last day of each month, employees of the CITY shall compute the total amount of refuse disposed of or deposited at the Grand Prairie Landfill by the CONTRACTOR

since the close of the business day on the last day of the preceding month. This information will be supplied to the CONTRACTOR in such a manner so as to comply with the payment provisions listed above.

The CONTRACTOR is hereby authorized by the CITY to require a security deposit on container accounts equal to one month's service charge in advance on all new accounts.

16. CITY REFUSE

City Refuse will be disposed of at the CITY'S expense. The CONTRACTOR will collect City Refuse at no cost to the CITY and will not charge container deposits, rentals or delivery fees, but shall charge the CITY the regular haul rate on any roll-off containers. Any City Refuse from work that is contracted out by the CITY, or from CITY owned facilities managed by a third party, shall be charged to that contracting entity or third party, not the CITY, at commercial and industrial rates as listed in the City Code of Ordinances.

17. RATE ADJUSTMENTS

Base rate adjustments will be considered by the CITY no more than once per year during the life of the CONTRACT. CITY shall be notified of any proposed rate change by February 28th of each year. CONTRACTOR must receive approval from the CITY Council, after public hearing, in order to change the rates. CITY shall not unreasonably withhold approval of such request.

The CITY may request a rate change in the event it desires to (a) decrease or expand the services CONTRACTOR provides hereunder, (b) restructure the rates charged to any Customer, or (c) restructure the disposal rates charged to the CONTRACTOR. The CONTRACTOR shall be notified by the CITY of any CITY initiated rate change proposal by June 1st of each year. CITY must receive approval from the CONTRACTOR of any proposed rate change. Additionally, approval must be received from the CITY Council, after public hearing, in order to change the rates. The CITY and CONTRACTOR agree to negotiate in good faith concerning the potential implementation of a City initiated rate change proposal pursuant to this paragraph.

18. BOOKS AND RECORDS

The CITY and CONTRACTOR agrees to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this CONTRACT. Such books and records shall be made available to the CITY at any time during CONTRACTOR'S business hours for inspection and audit upon reasonable advance notice.

19. FINANCIAL INFORMATION

CONTRACTOR shall provide the CITY such operating and financial information as the CITY may from time to time reasonably request bearing on the performance of this CONTRACT.

Specifically, information the CONTRACTOR shall provide the CITY includes, but is not limited to, quarterly and audited annual financial statements of Grand Prairie Disposal. The CONTRACTOR will make available consolidated audited financial statements of Grand Prairie Disposal, and all subsidiaries and affiliates that share common costs, for at least the most recent three year periods. These affiliate statements are to be made available to the CITY'S Solid Waste Manager, Finance Director, and their designees, only in the CONTRACTOR'S office. If the CITY decides to have its auditor or CPA firm review the audited financial statements Grand Prairie Disposal or subsidiaries or affiliates, all records and financial statements will be returned to CONTRACTOR upon completion of the review, and this review will take place in the CONTRACTOR'S office. The above is intended to make information available to the CITY while protecting the confidential nature of the information by leaving all records and financial statement of Grand Prairie Disposal, or subsidiaries, or affiliates in CONTRACTOR'S office. The audited statements shall include a cost allocation by customer class within the scope of the Auditor's opinion. The financial statements and audited annual report shall be prepared in accordance with generally accepted accounting principles. The CITY expressly covenants and agrees that any financial reports given to or prepared or assembled by CONTRACTOR under this CONTRACT shall not be released to any individual, corporation, partnership, or association other than to auditors employed by the CITY, and to the CITY'S cognizant federal and state audit agencies without the express written permission of the CONTRACTOR.

20. NONCOMPLIANCE; PENALTIES

In the event CONTRACTOR shall fail to perform any of the material provisions of this CONTRACT, CITY shall promptly notify CONTRACTOR of its noncompliance, stating with particularity the facts relating thereto, and the actions required to correct same. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this CONTRACT within a reasonable period time in relation to the nature of the event of noncompliance, but in no case more than thirty (30) days, the same shall constitute an act of noncompliance. For each such act, CITY may deduct from the consideration to be paid CONTRACTOR, as penalties, the sum of \$1,000.00 per day that each such act of noncompliance shall continue. This remedy is hereby expressly made cumulative of other remedies available to the CITY, at law or in equity, for the breach of this CONTRACT.

21. TERMINATION

If at any time the CONTRACTOR shall fail to perform any of the material terms, covenants or conditions herein set forth for a period of fifteen, (15), consecutive days after CITY has notified CONTRACTOR in writing of such failure and has demanded such performance, the CITY may, after a hearing as described herein, revoke and cancel the permit hereby granted, and the CONTRACT shall be null and void. The hearing prerequisite to such revocation shall not be held until notice of such hearing has been given to the CONTRACTOR by certified mail, addressed to the CONTRACTOR at the address shown on the records of the CITY, and a period of at least ten, (10), days has elapsed since the mailing of such notice. The notice shall specify the time and place of the hearing and shall include the reasons for revocation of such permit and the CONTRACT. The hearing shall be conducted in public by the City Council, and the CONTRACTOR shall be allowed to be present and given full opportunity to answer such

charges and allegations as are set out against it in the notice. If after the preponderance of the evidence that the charges and allegations set forth in this notice are affirmed by the facts presented at the hearing, they may revoke and cancel this CONTRACT and the permit and the same shall be null and void as of the date set the City Council. If at any time the CITY shall fail to perform any of the material terms, covenants or conditions herein set forth for a period of fifteen (15) consecutive days after CONTRACTOR has notified CITY in writing of such failure and has demanded such performance, the CONTRACTOR may terminate this CONTRACT.

22. NO DISCRIMINATION

As a condition of this CONTRACT, the CONTRACTOR covenants and agrees that it will take all necessary actions to insure, in connection with any work under this contract, that the CONTRACTOR, its associates and employees, will not discriminate in its treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly or indirectly or through contractual or other arrangements. In this regard, the CONTRACTOR shall keep, retain and safeguard all records relating to this CONTRACT for work performed hereunder for a minimum period of three, (3), years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the CONTRACT.

Appendix R

DEBRIS MANAGEMENT CHECKLISTS

Normal Operations Checklist

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

Completed By: _____

Date Completed: _____

Pre-Event Checklist

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

Completed By: _____

Date Completed: _____

Post-Event Response Checklist

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

Completed By: _____

Date Completed: _____

Post-Event Recovery Checklist: 2 Days – 2 Weeks

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

Completed By: _____

Date Completed: _____

Recovery Checklist: 2 Weeks – 1 Month

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

Completed By: _____

Date Completed: _____

Recovery Checklist: 1 Month – 3 Months

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

Completed By: _____

Date Completed: _____

Recovery Checklist: 3 Months – Project Completion

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

Completed By: _____

Date Completed: _____