



## WALKER COUNTY PURCHASING OFFICE

Email: [bids@co.walker.tx.us](mailto:bids@co.walker.tx.us) \* Telephone (936) 436-4944 \* [www.co.walker.tx.us](http://www.co.walker.tx.us)

**INVITATION FOR BID**  
**Walker County Debris Removal**  
**Bid Reference Number: C2360-26-006**  
**Due: August 21, 2025 at 10:00 AM (CT)**

**Please Mail or Hand Deliver Bids Labeled:**  
**IFB# C2360-26-006 Walker County Debris Removal**  
**To:**  
**Walker County Purchasing Office**  
**1301 Sam Houston Ave. Suite 235**  
**Huntsville, TX 77340**

For a printable version please visit our website at (Walker County Website/Departments/Purchasing) and click on link at the bottom of our webpage labeled:

**IFB# C2360-26-006 Walker County Debris Removal**

**Points of Contact:**  
Cheryl Cowart, CTCD, CTCM  
Laura Buccafurni, CTCD, CTCM  
Email: [bids@co.walker.tx.us](mailto:bids@co.walker.tx.us) Phone: 936-436-4944

The Offeror's signature is required for acceptance of Offer and confirms Offeror has read and understands all requirements concerning this Invitation for Bid the undersigned affirms they are duly authorized to execute the contract, that this OFFER has not been prepared in collusion with any other Offeror, and that the contents of this OFFER have not been communicated to any other Offeror prior to the official opening. Hand delivered or mailed offers must be SEALED in an envelope and CLEARLY marked:

**IFB# C2360-26-006 Walker County Debris Removal**

### **CERTIFICATION OF OFFER**

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Company Name \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
Street/P. O. Box City State Zip

Telephone #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

**Schedule of Events**

July 29, August 5, August 12, 2025 – Legal Advertisement Dates

July 29, 2025 – Release Solicitation

August 6, 2025 – Solicitation Questions Due

August 8, 2025 – Amendment with Answers to Questions Posted

August 21, 2025 – Bid Closing Date

September 22, 2025 – Tentative Date for Approval of Award by Commissioner's Court

**A. INTRODUCTION.**

Walker County, Texas is soliciting bids from qualified and experienced contractors to provide Disaster Debris Removal and Lawful Disposal Services in accordance with all applicable federal, state, and local laws, regulations, and guidelines.

The resulting contract will be valid for a term of five (5) years, subject to annual review and re-certification of Contractor capacity, compliance history, and readiness during contract years two (2) through five (5). While the contract may be activated for any major disaster, the County's primary planning scenario is a major hurricane event. Offerors should base their operational approach on the debris generation and removal requirements consistent with hurricane impacts, including surge and wind damage.

All services provided must meet the eligibility criteria for FEMA Public Assistance reimbursement. The County will not pay for ineligible work or costs that do not comply with FEMA's documentation and eligibility requirements.

**B. CONDITIONS OF OFFERING.**

The following instructions apply to all Offers and become a part of the terms and conditions of any offer submitted to the Walker County Purchasing Office, unless otherwise specified elsewhere in this offer.

1. All offers are required to be informed of the Terms and Conditions and will be held responsible for having done so. Upon acceptance and approval by the Commissioner's Court, this offer effects a working contract between Walker County and the successful offeror for the period designated.
2. Offers must be received in the Purchasing Office no later than the time and date specified. All offers received after the submission deadline will be considered void and unacceptable and will be returned unopened. Walker County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office shall be the official time of receipt.
3. The County reserves the right to inspect and insure adaptability of the service, accept or reject in part or in whole any and all offers, to waive any informality in offers and unless otherwise specified by the Offeror, to accept any service in the response for the best value to the County.
4. If either the unit price or extended price is obviously in error the unit price will prevail. Walker County shall not be responsible for any verbal communication between any employee of the County and any potential offeror.
5. Only written specifications and written price quotations will be considered.
6. Walker County reserves the right to reject any offer that does not fully respond to each specified item.
7. Offeror must include Employer Identification Number or Social Security Number for the offer to be valid. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.
8. Although the cost of service(s) to be provided is an essential part of the Offer, Walker County is not obligated to award a contract on the sole basis of cost.
9. The Purchasing Agent shall review all offers that have been submitted and make recommendations to the Commissioner's Court.
10. When only one offer is received by the County, the offer may be accepted if the Commissioner's Court determines the price is fair and reasonable. If the price is not fair and reasonable, the offer is rejected. If two or more responsible offerors submit identical offers, the offer award will be determined by drawing of lots or as directed by the County Judge.

11. Offerors must furnish ALL information requested and, in the spaces, provided on the offer form. Further, if specified elsewhere, each offeror must submit cuts, sketches, descriptive literature, and/or complete specifications. Reference to literature submitted previously does not satisfy this provision. Offers in non-compliance with these requirements will be subject to rejection. All services/products furnished by the successful offeror shall meet all requirements of the Occupational Safety and Health Act (OSHA) and Federal, State, and Local requirements relating to clean air and water pollution.
12. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the item offered on this offer prior to delivery, it shall be the responsibility of the successful offeror to notify the County Purchasing Office at once, indicating the specific regulation which requires such alterations, including any price adjustments occasioned thereby, or to cancel said contract.
13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
14. Offers cannot be altered after receiving time. No offer may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
15. Offers must be submitted on this form and the envelope must be clearly marked. Offers will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will an offer be considered if submitted to any other person or department other than specifically instructed.
16. In the event of a needed change in the specifications sent to the offeror, it is understood that all the foregoing terms shall apply to the addendum or addenda.
17. All delivery and freight charges (FOB Walker County) are to be included in the offer price.
18. Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Walker County Purchasing Department. Addenda will be posted on the Walker County website under Purchasing and will be emailed or faxed to all that are known to have received a copy of this Invitation for Bid.
19. At the Invitation of Walker County, offeror must supply, a list of at least three references where like services have been supplied by its firm. References shall include name of business, address, telephone number and name of representative.
20. Walker County, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by Walker County, Texas to the successful offeror upon Invitation.
21. The parties may agree to adjust prices periodically to reflect changes in tariffs implemented after the Response Due Date that affect the cost of supplying goods under this Contract. Any existing tariffs at the time of the response should be considered as part of the response price. To request a price increase related to tariffs, Contractor must provide documentation that includes the effective date, amount, and scope of the tariffs. Contractor must demonstrate with specificity the effect of tariffs on its necessary and reasonable cost of supplying goods under this Contract, including its commercial reasons for using a source subject to tariffs. Any adjustment is at Walker County's sole discretion. If Walker County grants an adjustment related to tariffs, Contractor shall Removal tariff levels and notify Walker County within five business days of any reduction or repeal. Walker County may reduce or retract a tariff adjustment it has granted at any time by notifying the Contractor of the new prices.

**C. PURCHASE ORDER.** The successful offeror shall not deliver products or provide services without a Walker County Purchase Order, signed by an authorized agent of the Walker County Purchasing Department. A purchase order must be issued by the Walker County Purchasing Department prior to work beginning. Invoices not bearing a purchase order number may be delayed for payment.

**D. FUNDING.** Funds for payment have been provided through the Walker County budget approved by the Commissioner's Court for this fiscal year only. State of Texas statutes prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Walker County fiscal year shall be subject to budget approval.

- E. AWARD OF CONTRACT.** Contract may be awarded to one or more offerors in the event the selected offeror cannot provide the requested services or is unable to fulfill the County's work demand and/or timeframe for any circumstance. County will award a contract to the lowest responsible offeror. The County reserves the right to establish a contract with the same terms and specifications herein with the next lowest responsible offeror. An award will be issued to the vendor submitting the best value to Walker County. Commissioner's Court reserves the right to make an award to more than one vendor and name them as alternate.

The awarded contract will be a contingency-based agreement activated only upon a local, state, or federally declared emergency event. As such, no compensation will be made unless the contract is formally activated by Walker County in anticipation of or response to a qualifying event.

The departments will be allowed to purchase from the Alternate source if any of the conditions that follow exist:

- a. Goods or Services are not acceptable (does not meet the specifications or what was originally quoted per this bid).
- b. Goods or Services are not available on the day it is needed, or
- c. Location of alternate is closer when picked up.

**F. ETHICS.**

The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Walker County.

**G. CONFLICT OF INTEREST, FINANCIAL INTEREST PROHIBITED.**

No public official shall have interest in this contract in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171. Contractor shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the Contractor or of a subcontractor of Contractor, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the Agreement or a subcontract for the Agreement, during the persons tenure with Agreement or a subcontract for the Contractor and for at least one year thereafter. Contractor shall apply the requirements of this subsection to employees, agents, consultants, officers, and elected and appointed official and any subcontractors of Contractor as well as any member of such persons immediate families, their partners, and any organization that employs, or is about to employ any of the above. Contractor shall comply with Chapter 171, Texas Local Government Code.

**CONFLICT OF INTEREST QUESTIONNAIRE. (ATTACHMENT A).**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any proposer or person conducting business or wishing to conduct business with a county, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the County Clerk for the County of Walker. The Walker County Clerk's mailing address is: 1100 University Ave., Room #201, Huntsville, TX 77340. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14<sup>th</sup> St., 10<sup>th</sup> Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site [www.ethics.tx.us](http://www.ethics.tx.us).

**CERTIFICATE OF INTERESTED PARTIES. (1295 FORM). (ATTACHMENT B)**

The Texas Legislature passed HB1295 in their last legislative session which added section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. A notice to the appropriate local governmental entity that the following local government officer has become aware of the facts that require the officer to file this statement in accordance with chapter 176, Local Government Code.

**HOUSE BILL 89 VERIFICATION. (ATTACHMENT C).**

The 85th Texas Legislature approved new legislation, Effective Sept. 1, 2017, amended Sept. 1, 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract with Walker County.

**H. INDEMNIFICATION.**

Successful Bid shall defend, indemnify and save harmless Walker County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bid, or of any agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from IFB award. Successful Bid indemnifies and will indemnify and save harmless Walker County from liability, claim or demand on their part, agents, servants, customer, and/or employees whether such liability, claim or demand arise from event or casualty happening upon or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bid shall pay any judgment costs, which may be obtained, against Walker County growing out of such injury or damages.

**I. TERMINATION FOR DEFAULT.**

In the event the successful offeror shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Walker County shall give the successful offeror written notice of such default. And in the event said default is not remedied to the satisfaction and approval of Walker County within two working days of receipt of such notice by the successful offeror, default will be declared and all the successful offeror's rights shall terminate. Offeror, in submitting this offer, agrees that Walker County shall not be liable to prosecution for damages in the event that Walker County declares the offeror in default. The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Walker County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Walker County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Walker County's satisfaction and/or to meet all other obligations and requirements. Walker County may terminate the contract without cause upon thirty (30) days written notice.

**J. PAYMENT.**

An invoice shall be submitted with the following information:

1. Name and address of vendor
2. Name and address of receiving Department
3. Walker County Purchase Order number
4. Description of services rendered
5. Price and Quantity of Materials/Services ordered/rendered and Total Amount

Payment shall not be processed until service has been rendered and a completed invoice is received by the Walker County Auditor's Office. All payments will be made by check Net 30 days from when the correct invoice(s) are received by Walker County. Original invoices can be submitted by Mail to: P.O. Box 1260, Huntsville, TX 77320 or hand delivered to 1301 Sam Houston Ave, Huntsville Texas 2<sup>nd</sup> floor, Auditor's Office.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery, day, or job and the County will pay on invoice. Prior to any and all payments made for good and/or services provided under this contract, the Offeror should provide his Taxpayer Identification Number or social security number as applicable (W9). This information must be on file with the Walker County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Should your remittance addresses change during this contract, it will be up to the offeror to notify the Auditor's Office of this change at [payables@co.walker.tx.us](mailto:payables@co.walker.tx.us).

**K. TERM OF CONTRACT.**

The initial term of this contract shall be from **October 1, 2025 through September 30, 2026**. This Contract will have four (4) one (1) year renewal options as follows:

**Option Year 1:** October 1, 2026 through September 30, 2027

**Option Year 2:** October 1, 2027 through September 30, 2028

**Option Year 3:** October 1, 2028 through September 30, 2029

**Option Year 4:** October 1, 2029 through September 30, 2030

This contract may be renewed for four (4) one (1) year extensions, provided both parties agree in writing and approval of Walker County Commissioner's Court is granted. Any extensions shall be at the same terms and conditions, plus any written approved changes.

**Option to Extend Services**

In order to address the immediate operational or service delivery needs, Walker County may require continued performance beyond the Contract Term or any Option Period(s) exercised in this Contract.

Walker County may exercise an extension of Services under this Section for a maximum of (6) six months. Any extension made pursuant to this Section shall be subject to budget approval.

**L. REDUCTION IN PRICE.**

If during the life of the contract, the successful offeror's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Walker County.

**M. INSURANCE REQUIREMENTS.** The awarded Offeror shall instruct his insurance agent or carrier to furnish at his/her own expense, to the County, a Certificate of Liability Insurance listing the County as "Additional Insured" The awarded Offeror shall furnish and keep in full force the following insurance during the term of this Contract:

1. Statutory Workers' Compensation in accordance with State of Texas requirements.
2. Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$1,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 per occurrence.
3. Commercial Automobile Liability at minimum combined single limits of \$500,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.
4. All insurance must be written on forms filed with and approved by the Texas Board of Insurance.
5. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
6. All of the aforementioned policies shall be issued immediately after the offeror receives notification of award. Receipt of the Certificates of Insurance is required before any funds will be released for payment.

Acceptance of proof of insurance supplied by the successful offeror, nor failure to disapprove the insurance shall relieve the successful offeror of full responsibility of liability, damages and accidents as set forth herein. No additional payments shall be made for any insurance that the successful offeror may be required to carry. It is the responsibility of the successful offeror to provide renewals of their insurance at expiration during the contract term. Payments will be withheld until current Certificates of Insurance are received.

**N. REQUESTS FOR CLARIFICATIONS.**

Requests for clarifications of this offer must be submitted by August 6, 2025 by 12:00 PM CT. Email bids@co.walker.tx.us. The subject line must read **IFB# C2360-26-006 Debris Removal Services**. All questions will be answered by addendum following the clarification deadline.

**O. SCOPE OF WORK.**

Walker County, located in Southeast Texas, spans approximately 801 square miles and has a population of approximately 76,000 residents (2020 U.S. Census). The terrain includes rolling hills and open prairies within the Piney Woods vegetation zone, with about 70% of the county covered in forests of loblolly, shortleaf, and longleaf pine, alongside various hardwoods. The area rests at the extreme western end of the Coastal Plain region, and elevation in the county ranges from 140 to 404 feet above sea level. Walker County is drained by numerous creeks and major waterways include the Trinity River to the north and the San Jacinto River to the south.

Walker County, Texas—including the county seat of Huntsville (population 45,941, 2020 U.S. Census), as well as the cities of New Waverly and Riverside—has historically experienced numerous federally declared disasters, including major storms and flooding events. These incidents have produced substantial volumes of disaster-generated debris and have underscored the importance of comprehensive pre-disaster planning for recovery and debris operations.

Debris Removal activities under this contract may be required across the entirety of Walker County, including incorporated cities, unincorporated communities, and rural areas. In anticipation of future events, Walker County has developed a FEMA-compliant Debris Management Plan that outlines operational strategies for debris clearance, removal, and disposal following a major disaster. This plan includes detailed information on anticipated debris types and volumes, debris classification, local hauling and disposal capacities, and potential locations for Temporary Debris Management Sites (TDMS). This IFB does not cover hazardous materials or household putrescible garbage. A copy of the current Debris Management Plan is included as Attachment I, to this solicitation and shall serve as a general operational framework for the selected Contractor.

Walker County's disaster recovery planning approach includes the strategic pre-positioning of contracts, resources, and operational protocols to support an efficient, coordinated debris management response. This includes timely removal of eligible debris from public property and public rights-of-way using a combination of County and Contractor resources. Contractors are expected to adhere to all operational guidance within the Debris Management Plan, and to ensure compliance with FEMA eligibility, documentation, environmental, and safety requirements throughout the duration of the project.

Walker County anticipates the engagement of multiple Contractors to support debris removal and disposal efforts across all incorporated and unincorporated areas of the County, including rural communities and participating local jurisdictions. Contractors must demonstrate the capacity to mobilize and manage a substantial workforce, including multiple Subcontractors; operate effectively in complex and challenging post-disaster environments; and sustain all operational costs prior to initial and subsequent payments from the County.

The Contractor shall possess an established management team, a proven network of resources capable of supplying the necessary equipment and personnel, comprehensive debris removal and volume reduction operation plans, and demonstrable experience in managing large-scale disaster recovery efforts.

Prospective Contractors shall be solely responsible for all costs incurred in the preparation and submission of responses to this Invitation for Bid. Additionally, any Contractor awarded a contingency contract under this solicitation will be required to participate, at no cost to Walker County, in County-directed disaster recovery training sessions and/or exercises, which may occur one to two days annually.

## **1.1 Debris Collection**

### **1.1.1 Description of Work:**

The primary purpose of this Scope of Work is to support the protection of public health and safety and to promote the rapid restoration of Walker County's public areas following a federally declared disaster or emergency event. The Contractor acknowledges that expeditious debris removal is critical to the County's response and recovery efforts and agrees to dedicate all necessary resources to complete the work outlined in this Contract as swiftly and efficiently as possible. The work to be performed under this Contract includes the collection, removal, reduction, and lawful disposal of disaster-generated debris from public rights-of-way, public property, and other areas as directed by Walker County or its designated Debris Monitor. All work must be performed in accordance with applicable local, state, and federal regulations, including FEMA Public Assistance guidelines. Debris removal from private property (Private Property Debris Removal, or PPDR) is not included under this Contract unless specifically authorized in writing by Walker County and approved in advance by FEMA for reimbursement. The Contractor shall not be compensated for removal, processing, or disposal of debris unrelated to the disaster event or that is otherwise deemed ineligible under FEMA guidelines. No debris shall be collected or loaded without the presence of an authorized Monitor, who will issue a properly completed load ticket at the point of collection. Each load ticket must include, at minimum, date of collection, Contractor name, truck number and certified capacity, point of debris collection, type of debris collected, time of departure from loading site, and load volume estimate (percentage of capacity). All load tickets must be signed by the Monitor and accompany the load to the approved Temporary Debris Management Site or final disposal location for validation.

### **1.1.2 Debris Removal from Public Property and Rights-of-Way:**

Under the direction of Walker County or its designated Monitor, the Contractor shall perform the pickup, loading, hauling, reduction, and lawful disposal of all eligible vegetative debris and construction and demolition (C&D) debris from public property and public rights-of-way (ROW). All debris operations shall be conducted in accordance with applicable local, state, and federal safety, environmental, and regulatory standards. The Contractor shall maintain all debris work sites in a safe, orderly, and compliant condition, ensuring that operations do not create public hazards or impede access to public infrastructure. No debris shall be loaded without the presence of an authorized Monitor, who will issue a fully completed and properly documented load ticket at the point of origin. Each ticket must include all data required for FEMA eligibility, including debris type, truck number and capacity, collection location, and date and time of loading. The Contractor shall conduct a "final pass" on all streets and public ROWs in eligible areas during the final week of the original project period or any approved extension period. The purpose of the final pass is to collect remaining eligible debris to ensure compliance with FEMA debris removal requirements. During the final pass, the Contractor shall track and record all streets where final debris removal has been completed, prepare and update daily mapping of cleared areas, and submit these maps and reports to the Monitor each day for review and verification. The final pass must be completed in close coordination with the County and Monitor to ensure thorough documentation and eligibility for FEMA reimbursement.

### **1.1.3 Removal of Hazardous Limbs:**

The Contractor shall remove hazardous broken limbs or branches hanging over public-use areas, such as trails, sidewalks or playgrounds that pose an immediate threat to the public, as identified and approved by Walker County or its designated Monitor. Only limbs that meet FEMA's definition of hazard criteria and are deemed eligible for reimbursement shall be removed under this Contract.

### **1.1.4 Removal of Hazardous Leaning Trees:**

The Contractor shall remove hazardous leaning trees with a diameter greater than twelve inches (12"), measured twenty-four inches (24") above ground level, located on public property or public rights-of-way (ROW), as identified and approved by Walker County or its designated Monitor. Only trees that meet FEMA's hazard criteria—posing an immediate threat to life, safety, or improved property—and are determined to be eligible for FEMA reimbursement shall be removed under this Contract.

### **1.1.5 Hazardous Stumps (Removal, Back Fill, Haul):**

As identified and directed by Walker County or its designated Monitor, the Contractor shall remove, haul, and lawfully dispose of hazardous stumps that meet FEMA's eligibility criteria—specifically, stumps that have at least fifty percent (50%) of the root ball exposed and have not already been extracted.



- For hazardous stumps greater than twenty-four inches (24") in diameter, the Contractor shall provide a unit price for removal, hauling, and disposal in the Fee Schedule (Exhibit B) of this Contract. These stumps must be individually measured and documented by the Monitor for FEMA eligibility and billing.
- Hazardous stumps less than twenty-four inches (24") in diameter, with at least 50% of the root ball exposed, shall be removed, hauled, and disposed of as normal eligible debris and will be paid at the contracted unit price per cubic yard for vegetative debris.

Following stump extraction, the Contractor shall restore each site by:

- Backfilling all stump holes and depressions flush with the surrounding grade using compatible fill material;
- Placing compatible fill in ruts or depressions created by equipment, vehicles, or stump removal that pose a safety hazard or impede access.
- All backfilling and restoration work must be performed to ensure public safety and minimize hazards. The cost of fill material, labor, equipment, and related restoration activities shall be included in the unit pricing and will not be paid separately.

#### **1.1.6 Management of Temporary Debris Storage and Reduction Site:**

The Contractor shall establish, manage, and operate the Temporary Debris Staging and Reduction Site (TDSR) for the receipt, staging, reduction, and lawful disposal of all eligible vegetative debris generated by the disaster and delivered to the site. All TDSR operations shall be conducted in full compliance with applicable federal, state, and local laws, regulations, environmental standards, and FEMA guidelines, including but not limited to permitting, site management, air quality control (e.g., open burning restrictions), stormwater runoff management, and final site remediation requirements.

#### **1.1.7 Priority of Work Areas:**

Walker County shall determine and approve the geographic work zones in which the Contractor is authorized to operate. These work areas will be identified and assigned in advance, with daily and/or weekly coordination meetings held between the County, Monitor, and Contractor to confirm schedules and designated zones. The Contractor shall remove all eligible debris from the assigned areas and restore each site to a clean and orderly condition. It is understood that some residual debris may remain due to equipment or operational limitations; however, final site cleanliness will be evaluated based on the reasonable judgment of Walker County or its designated representative. All debris removal operations must be executed in a manner that minimizes disruption to the public and protects surrounding property and infrastructure.

#### **1.1.8 Debris Ownership and Hauling Responsibilities:**

Upon collection, all debris shall become the property of the Contractor. The Contractor shall assume full responsibility for all aspects of the debris thereafter, including but not limited to hauling, processing, reduction, and final disposal in compliance with all applicable federal, state, and local laws and regulations. In addition, the Contractor shall be solely responsible for maintaining accurate and complete documentation of all debris collection, hauling, reduction, and disposal activities. This documentation must meet FEMA and OEM requirements to ensure eligibility for reimbursement and shall be made available to Walker County or its designated representatives upon request.

#### **1.1.9 Debris Reduction:**

The Contractor shall dispose of all debris in accordance with all applicable federal, state, and local laws, regulations, standards, and guidelines. All final reduction and disposal shall occur at facilities approved by the Mississippi Department of Environmental Quality (MDEQ) or equivalent regulatory authority. Prior to use, proposed reduction or disposal sites must be submitted to and receive written consent from Walker County.

The Contractor shall maintain accurate and complete records of all reduction activities, including dates, volumes, site locations, and transportation logs, to support reimbursement and regulatory compliance. Temporary reduction or staging sites must meet all applicable regulatory requirements and must be approved by Walker County prior to use.

If the Contractor utilizes an Emergency Temporary Debris Reduction Site (TDSR) that was not permitted prior to the event, the Contractor shall ensure that the site is certified for proper closure per MDEQ or relevant state agency criteria. All costs, liabilities, and responsibilities associated with the use or closure of such emergency sites shall be borne solely by the Contractor.

The Contractor represents and warrants that it is fully familiar with all applicable federal, state, and local laws, FEMA and OEM guidelines, and environmental requirements pertaining to debris reduction, disposal, and transportation. The Contractor acknowledges that any handling, removal, or transportation of materials outside the scope of this Contract shall be at its own risk and expense. Walker County shall not be responsible for any liability, penalties, fines, or claims arising from unauthorized activities.

The Contractor shall comply with all load security requirements during transportation. All debris-hauling vehicles must have solid metal tailgates and must be equipped with functional tarps or netting that are used at all times to secure loads and prevent debris from escaping. The Contractor is responsible for ensuring debris is transported safely and without harm to the public, private property, or public infrastructure.

#### **1.1.10 Equipment:**

All equipment and vehicles utilized by the Contractor in the performance of this Contract shall fully comply with applicable federal, state, and local regulations, including but not limited to U.S. Department of Transportation (DOT) standards and OSHA safety requirements. All such equipment is subject to inspection and approval by Walker County.

All vehicles transporting debris must meet the following requirements, loads must be fully secured, tailgates must be in place and remain closed during transport, sideboards must be of sturdy construction and may not exceed two (2) feet above the metal side rails of the truck or trailer and each vehicle must carry an appropriate supply of absorbent material to contain and clean up any oil or fluid spills

The Contractor shall supply and maintain vinyl placards for each debris-hauling vehicle. Placards must include, identification of Walker County, Contractor's name and subcontractor's name, if applicable, clearly marked spaces for the Monitor to write in, assigned truck number and measured cubic yard capacity. Placards must be visible from the inspection tower at the reduction or disposal site. The Contractor shall maintain an inventory of placards for replacement purposes throughout the duration of the project.

The Contractor shall provide and regularly update a complete inventory of all trucks and trailers used for debris operations. This inventory shall include, license plate numbers, year, make, and color of each truck and trailer, and measured and certified cubic yard capacity of each vehicle, as determined by the Monitor. All vehicles must be visibly marked with the Contractor's logo and a unique identifying number corresponding to the inventory. Any vehicle not properly documented or lacking required identification will not be authorized to haul debris and will not be eligible for payment under this Contract.

Monitors shall issue load tickets for each debris load. Each ticket shall include, vehicle identification number, collection location, volume of material loaded, authorized disposal or reduction site, and signatures or authorization from Walker County, the Monitor, and the receiving site operator. Load tickets shall serve as the official documentation for billing and for FEMA or OEM reimbursement.

The Contractor is responsible for the health and safety of its personnel. This includes providing appropriate protective equipment and ensuring its proper use in accordance with applicable OSHA standards. In the event the Contractor encounters asbestos-containing material (ACM) during debris removal or demolition, only personnel trained and certified for asbestos handling shall perform the work. All asbestos-related work shall comply with federal, state, and local environmental and safety regulations.

#### **1.1.11 Property Damage:**

The Contractor shall be fully responsible for any damage to public or private property caused by its operations during the performance of this Contract. The Contractor shall maintain a detailed Property Damage Log documenting each incident of damage, including date of the damage occurrence, description of the damaged property, contact information for the property owner or responsible party, actions taken to resolve the damage and dates and status of resolution efforts. The Contractor shall promptly notify Walker County of any property damage incidents and work diligently to repair or resolve such damages in a timely manner to the County's satisfaction. If the Contractor fails to repair or satisfactorily resolve any property damage within a reasonable timeframe as determined by Walker County, the County reserves the right to undertake necessary repairs or remediation at the Contractor's expense and deduct the cost of such repairs from any payments due or future payments owed to the Contractor.

**1.1.12** The work included in this phase of the project will consist of furnishing all labor, equipment, transportation, materials and incidentals necessary to remove and dispose of the debris in the specified manner. Debris is to be removed from all public property, public parks and public rights-of-way, including street and maintained drainage rights-of-way/easements and utility easements and from private property at the edge of public property, parks easements and rights of way. Work required shall include collecting, loading and transporting of storm debris. Trees located within or extending into and over public rights-of-way; public walkways, public trails, public picnic areas, public recreational areas and special event areas shall have damaged limbs and/or "hangers" removed as directed by Walker County personnel. All work will be performed under the direction of the **County Judge or His Designee**. The **County Judge or His Designee** will determine the debris cleanup areas for which the Contractor will be responsible. Debris removed from the cleanup site will be transported to Temporary Debris Staging Reduction (TDSR) Sites selected by the Contractor, approved by the **County Judge or His Designee** and which are in compliance with all Federal, State and Walker County requirements. At the

request of the County Judge or His Designee, the Contractor will provide copies of all receipts from the approved TDSR Sites.

**1.1.13** The Contractor shall, in accordance with applicable rights of entry, remove all debris from public property and at the edge of the rights-of-way, to include easements along public roads. Care shall be taken to not damage pavement, parking areas, curbs, or other improvements. Loading shall proceed in an orderly manner. Clam buckets, cherry picker, crane loaders, front-end loaders or other mass loaders may be used in loading operations. All scattered debris shall be removed. In no case shall debris be left blocking roads, streets, alleys, driveways or drainage structures in the work area at the end of the workday.

**1.1.14 Hauling:** The Contractor shall ensure that all hauling operations are conducted in a safe and lawful manner, fully complying with all applicable federal, state, and local laws and regulations. All debris loads must be properly secured during transport to prevent spillage or falling debris. The Contractor shall be solely responsible for any damages or hazards caused by debris falling from its vehicles and shall promptly address and remediate any such incidents at its own expense.

**1.1.15 Disposal:** All storm debris collected will be deposited at a TDSR Site selected by Contractor and approved by the County Judge or His Designee. All landfill disposal and other related fees will be the responsibility of Walker County. All dumping operations at selected sites shall be in accordance with the requirements of these specifications and the applicable rules and regulations of the Federal, State and local authorities.

**1.1.16 Trees and Stumps:** The removal of hazardous trees shall be conducted in accordance with FEMA eligibility guidelines and requires detailed documentation. Hazardous trees located on or extending into public property and rights-of-way shall be evaluated and approved for removal by Walker County or its designated Monitor. Each tree will be measured at three (3) feet above ground level to determine its diameter at breast height (DBH). Trees meeting the eligibility criteria will be documented with pre-removal photographs and logged on a standardized hazardous tree removal log, which shall be provided and maintained by the Contractor. Documentation must include the location (GPS coordinates), tree diameter, photographs (before, during, and after removal), and the justification for removal (e.g., lean angle, root ball exposure, structural damage). Approved hazardous trees shall be removed using the safest and most efficient method available. Trees will be cut into manageable sections and transported to a designated debris staging area for subsequent loading, hauling, and reduction. Hazardous trees exhibiting more than 50% crown damage, trees with exposed root balls, or those partially or fully uprooted shall be removed entirely, including the root ball, as directed by Walker County. The resulting cavities shall be backfilled with compatible soil, leveled flush with the surrounding ground, and compacted as necessary. Topsoil used for backfill must be pre-approved by the County Judge or his/her designee. Removal and disposal of hazardous stumps associated with these trees may be required and shall be performed as separately approved by the **County Judge or his designee** in accordance with FEMA eligibility and documentation requirements.

**1.1.17 Haul Route:** The Contractor shall coordinate his haul routes with the County Judge or His Designee and the Texas Department of Public Safety. All debris shall be properly secured during transit in accordance with the requirements of Section 1.1.3 to preclude any debris loss during transport.

**1.1.18 Final Clean-Up:** No area will be considered clean for this purpose until it has been reported to, inspected by and declared clean by the **County Judge or His Designee**.

**1.1.19 Fill Dirt:** The Contractor shall provide back-fill material to level holes that pose immediate threats to the life, health and safety of residents of Walker County as deemed necessary by the **County Judge or His Designee**. The fill will be quantified by the cubic yard.

**1.1.20 Site Preparation:** Contractor shall be responsible for site preparation and any associated clearing, road work or other associated tasks for an approved TDSR Site.

## **2.1 Traffic and Safety for Debris Collection**

**2.1.1 Regulations:** All work shall be accomplished in a safe manner, in accordance with all applicable federal, state and local regulations.

**2.1.2 Traffic Control:** The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet all applicable federal, state and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this scope of work. At a minimum, one flag person shall be posed at each approach to all work areas.

When cleanup operations require parking of vehicles and/or equipment on or adjacent to a roadway, the Contractor will be required to provide all necessary traffic channelization to warn and alert drivers of clean-up operations in or near the traveled way and to guide and direct drivers safely past the hazard area.

Equipment used for the work shall be so placed and work shall at all times be so conducted so as to cause no greater obstruction to the traveling public than is considered necessary by the **County Judge or His Designee**. The Contractor shall make provisions at all times for the free passage of vehicles and pedestrians and for the unobstructed use of emergency vehicles.

### **3.1 Work Performance for Debris Collection**

**3.1.1** Contractor shall begin work within forty-eight (48) hours of issuance of a Notice to Proceed by the **County Judge or His Designee**. Time is of the essence in the initiation of debris removal operations.

The work schedule shall be at least 6 days a week, Monday through Saturday, working at least 10 hours per day beginning no earlier than 7:00 a.m.

Work will continue until final inspection and formal written acceptance of the clean-up services by the **County Judge or His Designee**.

### **4.1 Reporting for Debris Collection**

**4.1.1** The Contractor shall submit a daily report to the County Judge or His Designee during each day of the Contract. The report shall be submitted no later than 3:00 p.m. and shall include the requested information on the previous day's work. Each report shall contain, at a minimum, the following information:

- a. Contractor's Name
- b. Day and Date of Report
- c. Project Name
- d. Number of Crews
- e. List of Equipment
- f. List of Personnel by Classification
- g. Locations of Work Performed
- h. Attached load tickets from the previous work day

Each Load Ticket for materials disposed of at designated landfills or disposal sites shall contain at least the following minimum information:

- a. Ticket Number
- b. Truck Number
- c. Date
- d. Contractor's Name
- e. Destination Site
- f. Debris Classification
- g. Debris Quantity
- h. Pick-Up Location
- i. Quantity/Cubic Yards of Debris Hauled
- j. Invoice must include info required by FEMA and info provided must conform to all FEMA regulations as of the date of the emergency

### **5.1 TDSR Site Management**

**5.1.1 Description of Work:** The work included in this phase of the project will consist of furnishing all labor, equipment, transportation, materials and incidentals necessary to efficiently manage and operate the site for the disposal of the debris in the specified manner. Debris will be removed and brought to the disposal site by Contractor. Work required shall include management and operation of the disposal site and final processing of storm debris. The Contractor shall receive all materials collected and will ultimately burn all materials in accordance with Federal, State and local guidelines and laws. The Contractor shall operate the site in a safe manner and will be responsible for directing all vehicles onsite that are present to drop off the collected debris. All work will be performed under the direction of the County Judge or His Designee.

**5.1.2 Disposal:** All storm debris collected will be deposited at a TDSR Site selected by Contractor and approved by the County Judge or His Designee. All dumping operations at selected sites shall be in accordance with the requirements of these specifications and the applicable rules and regulations of the Federal, State and local authorities.

**5.1.3 Final Disposal:** The material will not be considered finally disposed of for this purpose until it has been inspected by, and declared properly disposed of by, the County Judge or His Designee. Final disposal will include returning the disposal site to a level condition acceptable to the County Judge or His Designee.

## **6.1 Traffic and Safety for TDSR Site Management**

**6.1.1 Regulations:** All work shall be accomplished in a safe manner, in accordance with all applicable Federal, State and Local regulations.

**6.1.2 Traffic Control:** The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment and other devices necessary to meet all applicable Federal, State and Local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this scope of work. At a minimum, one flag person shall be posed at each approach to all work areas.

When disposal operations require directing vehicles and/or equipment, the Contractor will be required to provide all necessary traffic channelization to guide and direct drivers safely while on the site.

Equipment used for work shall be so placed and work shall at all times be conducted as to cause efficient and safe operation of the site. The Contractor shall make provisions at all times for the free passage of vehicles and pedestrians and for the unobstructed use of emergency vehicles.

Contractor shall be responsible for fire safety of the site after normal work hours.

## **7.1 Work Performance and TDSR Site Management**

**7.1.1** Contractor shall begin work within forty-eight (48) hours of issuance of Notice to Proceed by the **County Judge or His Designee**. Time is of the essence in the initiation of the debris site management operations.

Work will continue until final inspection and formal written acceptance of the debris site management services by the **County Judge or His Designee**.

## **8.1 Reporting for TDSR Site Management**

**8.1.1** The Contractor shall submit a daily report to the County Judge or His Designee during each day of the Contract. The report shall be submitted no later than 3:00 p.m. and shall include the requested information on the previous day's work. Each report shall contain, at a minimum, the following information:

- a. Day and Date of Report
- b. Project Name
- c. Number of Crews
- d. List of Equipment
- e. List of Personnel by Classification

## **9.1 Equipment and General Considerations**

**9.1.1** All trucks and other equipment must comply with all Federal, State and Local rules and regulations.

**9.1.2** Trucks and other equipment designated for use under this Scope of Work shall be equipped with two signs; one attached to each side, with the Contractor's name and phone number clearly displayed. In addition, each truck shall be identified with a unique permanently attached truck number, clearly visible to the outside.

**9.1.3** The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, licenses or fees necessary to perform under the terms of this scope of work.

**9.1.4** The Contractor must be duly licensed in accordance with the State of Texas statutory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary shall obtain all permits. Copies of all permits shall be submitted to the County Judge or His Designee prior to commencement of work.

**9.1.5** The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any Sub-Contractor's actions or operations during the performance of this scope of work. Corrections for any such violations shall be at no additional cost to Walker County.

**9.1.6** The Contractor shall not solicit work from private citizens or other individuals within the affected/designated work areas during the period of this scope of work without specific prior approval by the County Judge or His Designee.

**9.1.7** Damages caused by the Contractor or agents of the Contractor to Walker County property shall be repaired to the satisfaction of the County Judge or His Designee at the sole expense of the Contractor.

**9.1.8** Any work performed that is not eligible according to FEMA regulations will not be paid for by Walker County. Payment to Contractor will be paid upon receipt of funds from FEMA in an amount not to exceed the FEMA reimbursement.

## **10.1 Emergency Clearance of Road and Rights-of-Way**

**10.1.1** Contractor will accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes, rights-of-way, easements, streets and roads, as identified and directed by the County Judge or His Designee.

## **P. CONTRACTOR'S RESPONSIBILITY.**

1. Contractor shall be responsible for debris removal activities under this contract that may be required across the entirety of Walker County, including incorporated cities, unincorporated communities, and rural areas.
2. Contractor are expected to adhere to all operational guidance within the Debris Management Plan, and to ensure compliance with FEMA eligibility, documentation, environmental, and safety requirements throughout the duration of the project.
3. Contractor are expected to adhere to all areas in Section O, Scope of Work that are applicable to the debris removal project and or as instructed by Walker County and or the Debris Monitor, and or to ensure compliance with FEMA eligibility.
4. Contractor must demonstrate the capacity to mobilize and manage a substantial workforce, including multiple Subcontractors; operate effectively in complex and challenging post-disaster environments; and sustain all operational costs prior to initial and subsequent payments from the County.
5. Contractor shall be required to furnish all necessary bonds and insurance and must be capable of deploying compliant technology solutions.
6. Contractor shall possess an established management team, a proven network of resources capable of supplying the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in managing large-scale disaster recovery efforts.
7. Contractors shall be solely responsible for all costs incurred in the preparation and submission of responses to this Invitation for Bid.
8. Contractor awarded a contingency contract under this solicitation will be required to participate, at no cost to Walker County, in County-directed disaster recovery training sessions and/or exercises, which may occur one to two days annually.
9. Contractor shall review and follow Attachment D- General Conditions of Bid- FEMA Requirements
10. The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

11. If the Primary Vendor does not have or cannot supply the materials and or service which is being awarded from this solicitation, the Primary Vendor shall:
- Email the ordering department and the Walker County Purchasing Department stating they do not have or cannot supply the necessary material and or service.
  - The Primary Vendor will have two (2) hours to respond by email from the time the order is sent from ordering department.
  - If no response is received, then Walker County reserves the right to purchase materials and or services from Alternate Vendor that can supply material and or services for pick up or delivery.

**Q. SUBMITTAL REQUIREMENTS.**

Offerors submitting a Bid do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or Contractor for any costs incurred in preparing or submitting a Bid, for providing additional information when Invitation by the County, or for participating in any selection interviews. Offers must include the following:

1. Describe the background, history, and core competencies of your company as they relate to this Bid.
2. Offeror shall provide a statement that clearly describes their qualifications in providing similar service for this type of project. A minimum of 5 years of experience in Debris Removal.
3. Offeror shall provide a statement that clearly describes their number of years of experience that pertain to the scope of work as described to government agencies, or other entities in the State of Texas.
4. See Attachment D General Conditions of Bid – FEMA Requirements- For Any Other Required FEMA Documentation
5. Submit References. See Page 17 of 32.
6. Required Forms and Signature
  - a. Signed Certification of Offer
  - b. Certificate of Current Insurance
  - c. Attachment A- Conflict of Interest Questionnaire
  - d. Attachment B- Certificate of Interested Parties
  - e. Attachment C- House Bill 89 Verification
  - f. Attachment F- Rate Schedule Hurricane/Disaster Debris Removal, Reduction and Disposal
  - g. Attachment G- Rate Schedule Equipment and Labor Rates

**R. LAWS AND REGULATIONS.**

The Offeror's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the award throughout, and they will be deemed to be included in the response document the same as though herein written out in full.

**S. WARRANTIES.**

All work shall be guaranteed a minimum of 365 days by the successful Contractor. The County will not conduct any testing; contractor will be responsible for product and workmanship to ensure all warranty and specifications are met.

**T. CONTRACTOR'S QUALIFICATIONS.**

Contractor certifies that he/she is a duly qualified, capable and otherwise bondable business entity; that he/she is not in receivership or contemplates same, and has not filed for bankruptcy. He/she further certifies that the company, corporation or partnership does not owe any back taxes within Walker County; that he/she is able and capable of performing this contract through his/her own resources without subcontracting or assignment, and that he/she normally engages in this type of business. Contractor further warrants that he/she is familiar with all laws, regulations and customs applicable to this type of service.

**U. PERFORMANCE OF CONTRACT.**

The Walker County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Walker County in the event of breach or default or resulting contract award.



**References:** List three (3) references, located in Texas for which offeror has performed similar types of services within the last five (5) years. Include contact persons and phone numbers. Other government entities are preferred.

1. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Brief Description of project: \_\_\_\_\_  
\_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Brief Description of project: \_\_\_\_\_  
\_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Brief Description of project: \_\_\_\_\_  
\_\_\_\_\_

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> </div>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p>		
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 30%;"> <p>_____</p> <p style="text-align: center;">Name of signatory</p> </div> <div style="width: 30%;"> <p>_____</p> <p style="text-align: center;">Signature</p> </div> <div style="width: 30%;"> <p>_____</p> <p style="text-align: center;">Date</p> </div> </div>		

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## ATTACHMENT B

**CERTIFICATE OF INTRESTED PARTIES  
Texas Ethics Commission (Form 1295)**

Texas Government Code effective January 1, 2016 requires that a governmental entity receive a Certificate of Interested Parties Texas Ethics Commission Form 1295 before entering into a contract with Walker County. This included new, amended, extended or renewed contracts that meets one or both of the following criteria:

1. Requires an action or vote by the Commissioners Court
2. Has a value of at least \$1 million.

Vendor must:

1. Go to : <https://www.ethics.state.tx.us/File/> click on Form 1295 Filings, click on the click here if you do not have a user ID and follow the instructions to set up an account. If you already have an account then you may log in and proceed with the process.
2. Submit and print a copy of the form which will contain a unique certification number
3. An authorized agent of the Offeror must sign the printed copy of the form
4. The completed Form 1295 must be included with your solicitation when it is submitted to Walker County. (Scanning and emailing this form is sufficient for renewals & maintenance of solicitations)

Helpful Tips for completing Form 1295 (Please note this is not legal advice):

1. Who is the contract with – click “Other Governmental Entity”
2. Governmental Entity Name – Walker County, Texas
3. Contract ID Number – This will be the solicitation number and name as specified at the top of this document.
4. Read the Ethics Commissions definition of interested party, controlling interests and intermediary interest prior to completing this form.

**Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.**

Revised 5/14/2025

**ATTACHMENT C****HOUSE BILL 89 VERIFICATION****Prohibition on Contracts with Companies Boycotting Israel**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, amended Sept. 1, 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it

- 1) does not boycott Israel and
- 2) will not boycott Israel during the term of the contract with Walker County

**Pursuant to Section 2270.001, Texas Government Code:**

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The law applies to only contracts that are between governmental entity and company with 10 or more full-time employees; and have a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

I, (authorized official) \_\_\_\_\_, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, and Government Code Chapter 2270 and that the company named below

- 1) does not boycott Israel currently
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at: <https://comptroller.texas.gov/purchasing>

Company Name

Signature of Authorized Official

Date

Title of Authorized Official

**Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Walker County will not proceed with the approval and/or award of the contract.**

## ATTACHMENT D

**GENERAL CONDITIONS OF BID – FEMA REQUIREMENTS****1. SERVICES:**

The Contractor shall thoroughly review the Scope of Services outlined in *Exhibit A* and affirm its qualifications, experience, and capacity to perform the work in accordance with all applicable FEMA Public Assistance eligibility requirements guidelines. The Contractor must demonstrate that all services provided under this contract are compliant with FEMA eligibility criteria and are fully documented to support reimbursement by FEMA and/or the Texas Office of Emergency Management (OEM).

The Contractor shall not invoice Walker County for any work that falls outside of the scope of FEMA-eligible services without prior written approval from Walker County. Any such approval must be formally authorized and documented in the County's official meeting minutes to be considered valid.

The Contractor's primary liaison for all communications and coordination with Walker County during the term of this agreement shall be the Emergency Management Coordinator (phone: (936) 435-8035). Walker County reserves the right, at its sole discretion, to request the replacement of the Contractor's designated representative if performance concerns or professional deficiencies are identified.

**2. PAYMENT TO CONTRACTOR:**

- A. The Contractor shall be compensated for eligible debris removal services rendered and accepted in accordance with the unit pricing specified in the Rate Schedule attached hereto as *Attachment F*. Payment shall be based solely on properly completed and verified load tickets, which must be issued and certified by a Walker County-designated Debris Monitor at each authorized debris reduction or disposal site.

To request payment, the Contractor must submit itemized invoices to Walker County's Debris Monitoring Contractor, referencing only the verified load tickets. Each ticket must include essential data such as the truck identification number, driver name, date and time, load type, load size (volume or weight), and the percentage of truck/trailer capacity utilized, as estimated by the Monitor on-site.

All loads presented for payment must:

- Be fully loaded and properly compacted to the extent practical and safe;
- Be delivered to a County-approved Temporary Debris Management Site (TDMS) or final disposal location;
- Be measured against pre-certified truck or trailer capacity using the FEMA-recommended method (volume in cubic yards);
- Include a rating of the load expressed as a percentage of certified capacity, as determined by the on-site Monitor at the time of delivery.

- B. The Contractor shall be solely responsible for all debris reduction and final disposal activities performed under this contract. All reduction, processing, and disposal of debris must be conducted in full compliance with all applicable federal, state, and local laws, regulations, and environmental permitting requirements, including but not limited to EPA, TCEQ (Texas Commission on Environmental Quality), and FEMA guidelines.

The Contractor shall:

- Identify, secure, and contract directly with all Temporary Debris Management Sites (TDMS), reduction facilities, and final disposal sites;
- Ensure that all sites are properly permitted and approved for use in accordance with applicable regulations;
- Bear all costs associated with site usage, including tipping fees, site rental, reduction operations, and related services;
- Ensure the segregation and proper handling of all debris types (e.g., vegetative, construction & demolition, white goods) per FEMA and regulatory standards;
- Provide documentation confirming that all debris has been lawfully and appropriately disposed of at approved facilities.
- Use of any unapproved, unpermitted, or non-compliant sites may result in disallowance of costs by FEMA and non-payment by Walker County. It is the Contractor's responsibility to ensure all activities meet FEMA eligibility and documentation standards for cost reimbursement.

- C. The Contractor shall furnish and bear the full cost of all materials, equipment, labor, supervision, tools, transportation, debris reduction, and any other resources necessary to perform the full scope of debris removal services described in this Contract,



including any authorized amendments, supplements, or County-approved modifications. This includes, but is not limited to payment of all applicable sales taxes, permits, fees, and licenses, provision of all required personnel, including supervisors, safety officers, and field labor, supply and maintenance of all equipment and vehicles, including fuel, repairs, and insurance. Execution of all work in strict accordance with FEMA guidance, County requirements, and all applicable environmental and safety regulations. All work performed under this Contract shall be in full compliance with the approved Scope of Services, any supplemental plans or specifications issued by Walker County, and all governing laws and regulations. No additional compensation shall be provided for costs incurred due to Contractor oversight, inefficiencies, or non-compliance with contract requirements.

- D. The Contractor acknowledges that Walker County intends to seek reimbursement for eligible disaster debris removal services through the Federal Emergency Management Agency (FEMA). As such, the Contractor shall perform all services under this Contract in a manner that fully supports FEMA and OEM eligibility and reimbursement requirements, including, but not limited to, compliance with 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), adherence to FEMA-approved scopes of work, documentation standards, and record retention requirements, and timely, accurate submission of supporting documentation such as load tickets, monitoring logs, and disposal records. The Contractor agrees that any failure to comply with FEMA or OEM guidelines may result in ineligibility for reimbursement and, therefore, non-payment by Walker County.
- E. All payments made to the Contractor shall be subject to a five percent (5%) retainage, which shall be withheld by Walker County from each invoice submitted. The retained amount will be held for a minimum of ninety (90) days following the County's written confirmation of the completion of all contract work, including resolution of any outstanding issues, to ensure full and satisfactory performance of all services and allow time for the identification and correction of any latent defects or undiscovered damage to public or private property caused during operations.
- F. All invoices and supporting documentation submitted by the Contractor under this Contract shall be reviewed and approved by a designated representative of Walker County to ensure compliance with contract terms and FEMA eligibility requirements. The Contractor acknowledges that, upon proper and complete submission of invoices for eligible debris removal services—as verified by FEMA guidelines, County field staff, and validation teams—payment will be processed by Walker County within one hundred twenty (120) calendar days from the date of invoice receipt. Incomplete, inaccurate, or otherwise non-compliant invoices may be returned to the Contractor for correction, which may delay payment. The Contractor is responsible for ensuring that all invoicing documentation meets the County's and FEMA's requirements to facilitate timely reimbursement.
- G. The Contractor shall only be compensated for handling, processing, and disposing of debris that is directly related to disaster-caused damage within Walker County. Any debris unrelated to the declared disaster event or originating outside of Walker County shall not be eligible for payment under this Contract. The Contractor must ensure that all billed services pertain exclusively to eligible disaster-generated debris originating within the County's jurisdiction and consistent with FEMA Public Assistance program eligibility criteria.
- H. Walker County makes no guarantee of any minimum quantity of work or specific compensation under this Contract. The Contractor acknowledges and agrees that compensation will be solely based on eligible services authorized and documented under this Contract. The Contractor shall not charge any residents, businesses, institutions, or any other parties directly for any work performed under this Contract. Furthermore, neither the Contractor nor any of its employees, agents, or subcontractors shall accept any form of additional payment, gratuities, or compensation from any third party for work performed pursuant to this agreement. Any violation of this provision shall be grounds for immediate termination of the Contract and may result in legal and financial penalties.

### **3. INSPECTION BY CONTRACTOR:**

The Contractor represents that it has conducted a thorough inspection of all areas where debris removal services will be performed, including familiarity with the Walker County road system, road widths, access limitations, and any other local conditions that may affect the execution of work. The Contractor affirms that it has not relied solely on representations or assurances made by any officer, agent, or employee of Walker County, and understands that any information provided by Walker County is for reference purposes only and does not substitute for the Contractor's independent investigation. Furthermore, the Contractor acknowledges it is fully prepared to operate under potentially adverse conditions, which may include, but are not limited to limited availability of fuel, housing, food, and water supplies, wet, muddy, or otherwise difficult terrain and other logistical and environmental challenges typical in disaster response operations. The Contractor confirms that these factors were fully considered in the development of its pricing and operational plans submitted under this Contract.



**4. HOURS OF WORK:**

The Contractor acknowledges that, as of the date this Invitation for Bid (IFB) was issued, FEMA limits the allowable time period for reimbursement of debris removal activities. Therefore, the Contractor shall conduct all debris removal operations primarily during daylight hours (dawn to dusk), unless otherwise expressly authorized in writing by Walker County's designated representative. The Contractor agrees to allocate the necessary time, attention, personnel, and resources to ensure timely and efficient completion of all debris removal services required under this Contract. Additionally, the Contractor shall provide weekly notification to the County's Debris Monitor by close of business each Thursday indicating whether work is anticipated during the upcoming weekend. In cases where debris is loaded too late in the day for the vehicle to safely travel to the debris reduction site on the same day, the Contractor may issue a load ticket for a full load only, provided that this procedure is consistent with FEMA documentation requirements.

**5. LOCAL PREFERENCE:**

Contractor shall give preference to materials grown, produced, prepared or manufactured in the State of Texas and make a good-faith effort to engage local subcontractors, workforce, equipment, and suppliers when feasible.

**6. TIME OF THE ESSENCE:**

- A. Contractor understands FEMA deadlines for reimbursement are limited and agrees that time is of the essence in the performance of this contract.
- B. Contractor agrees to provide any necessary bond, payment bond, insurance certificates and must be fully operational within 72 hours of contract activation.
- C. The Contractor agrees to complete all work under this contract as promptly as possible, but no later than 90 days from the Notice to Proceed, unless extended by written change order from Walker County, based on project progress or contract modifications. Any changes to scope or timeline shall be negotiated equitably by both parties in accordance with applicable federal, state, and local laws.

**7. LIABILITY AND INDEMNITY:**

- A. Contractor agrees that they assume responsibility for all damages and all liability to both public and private property in the performance of its duties under the Contract. Any such damages must be reported to Walker County's designated representative as soon as possible.
- B. The Contractor agrees to indemnify and hold harmless Walker County, its officers, agents, monitors, representatives, employees, and attorneys from any and all claims, demands, losses, actions, judgments, and associated costs—including attorney's fees—arising from any act or omission by the Contractor, its employees, agents, or subcontractors in connection with the performance of this contract.

**8. LIABILITY INSURANCE:**

The Contractor shall obtain and maintain, for the duration of the contract, general liability, property damage, auto liability, and employer's liability insurance covering all operations related to this contract, including those of subcontractors. Coverage must protect against claims for personal injury (including death) and property damage. Walker County and the Monitor shall be named as additional insureds, with certificates of insurance filed accordingly. All liability policies must include contractual coverage for action-over claims. Minimum coverage limits shall be as follows:

- A. \$1,000,000 per occurrence for bodily injury/death, with \$1,000,000 umbrella coverage.
- B. \$1,000,000 per occurrence for property damage, with \$1,000,000 umbrella coverage.

**9. WORKERS COMPENSATION INSURANCE:**

The Contractor shall maintain Workers' Compensation Insurance, including occupational disease coverage, in compliance with state law for all employees throughout the term of this contract. The Contractor shall ensure that all subcontractors carry equivalent coverage for their employees unless those individuals are covered under the Contractor's policy. If any employees engaged in hazardous work are not protected under state Workers' Compensation laws, the Contractor shall provide, and require subcontractors to provide, adequate alternative coverage. Uninsured subcontractor employees will be deemed covered under the Contractor's policy.

**10. STAFFING:**

Contractor must identify and provide a detailed staffing plan in its Technical Bid, including job titles and minimum qualifications. Sufficient personnel must be maintained to ensure efficient service delivery.

**11. SUBCONTRACTOR:**

The Contractor must provide all required information for any proposed subcontractors and remains fully responsible for their performance and compliance with this contract and all applicable local, state, and federal laws. Subcontractors must not appear on any FEMA

debarment list. The Contractor is solely responsible for timely payment to subcontractors. Walker County reserves the right to reject any subcontractor and inspect their facilities and equipment. The Contractor is encouraged to include minority and women-owned businesses. If a subcontractor fails to perform or meet progress requirements, the Contractor must promptly replace them, subject to County approval.

**12. INDEPENDENT CONTRACTOR:**

The Contractor shall operate at all times as an independent contractor and shall not represent itself or its subcontractors as agents or employees of Walker County. Neither the Contractor nor its subcontractors are entitled to any County employment benefits.

**13. FEDERAL MODIFICATIONS:**

This contract is subject to modifications as required by FEMA, OEM, or any other federal/state agencies to remain compliant with evolving regulations.

**14. TERMINATION:**

The Contractor may terminate this contract with 30 days' written notice to Walker County but must continue performance during that period unless released earlier by the County. Walker County may terminate the contract at any time, with or without cause, by providing written notice. Upon termination, the Contractor will be paid for eligible work performed up to the effective date. Termination for inadequate performance does not release the Contractor from any accrued obligations or liabilities. Walker County is only liable for goods or services delivered and accepted prior to termination. The contract will be deemed complete when Walker County confirms all debris has been satisfactorily removed.

**15. PERSONNEL:**

The Contractor represents that it will secure, at its own expense, all qualified personnel necessary to perform the services under this contract. Such personnel are not employees or agents of Walker County. All work shall be performed by the Contractor or under its supervision, and personnel must be authorized as required by law. Any changes to key personnel require prior County approval. The Contractor warrants that all services will be performed to the highest professional standards and shall remove any personnel deemed incompetent or objectionable by Walker County.

**16. SAFETY:**

- A. The Contractor acknowledges work will occur in congested areas and shall provide flaggers and all necessary traffic control measures in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) to protect the public.
- B. The Contractor is responsible for the conduct of its employees and subcontractors, who must maintain courteous behavior and act in the best interests of Walker County.
- C. The Contractor shall deploy sufficient manpower and equipment to ensure work zone safety per the Federal Highway Administration's Manual for Work Zone Safety. Walker County may suspend work until unsafe practices are corrected. Within 48 hours of contract execution, the Contractor shall submit emergency procedures for prompt notification of response personnel in case of accidents or injuries. The Contractor must ensure all equipment and vehicles comply with applicable federal, state, and local regulations for use on public roadways.

**17. SUCCESSORS AND ASSIGNS:**

This contract shall bind the parties and their successors and assigns; however, the Contractor may not assign the contract without prior written consent from Walker County, which may be withheld at its sole discretion. No officer, agent, or Monitor of Walker County shall have personal liability, nor shall any third party have rights or benefits under this contract beyond Walker County and the Contractor.

**18. PROGRESS REPORTS:**

Contractor shall submit weekly progress reports, or more frequently, if requested. At a minimum, the reports must detail total cubic yards of debris collected, daily totals, and description of the geographical areas being addressed.

**19. DEFAULT:**

The Contractor shall not pledge Walker County's credit or obligate the County as guarantor or surety for any debt or obligation. The Contractor also warrants that it has no obligations that would impair its ability to fulfill this contract.

**20. CREDIT:**

The Contractor shall perform its duties without interfering with Walker County's normal operations and in compliance with all applicable local, state, and federal laws and regulations.

**21. PERFORMANCE:**

Prior to final payment, the Contractor shall deliver all documents and materials prepared or used under this contract to Walker County or its representative for approval and acceptance. All non-public information obtained or developed by the Contractor, or provided by Walker

County, shall be kept confidential and not disclosed without prior written consent, except as required by lawful court order following notice to Walker County. All work products created or purchased at Walker County's expense shall remain the County's sole property and may be reproduced at its discretion. All agreements and warranties, including those related to confidentiality and ownership, shall survive contract termination.

## **22. DISCLOSURE AND OWNERSHIP OF DOCUMENTATION:**

The Contractor shall deliver to Walker County or its designated representative all documents and materials prepared or used under this contract for approval prior to final payment. All non-public information obtained or developed by the Contractor, or provided by Walker County or at its expense, shall be kept confidential and not disclosed without prior written consent of Walker County, except as required by lawful court order following notice to Walker County. All drawings, maps, programs, databases, reports, and other work products created or purchased at Walker County's expense shall remain the sole property of Walker County and may be reproduced at its discretion. All covenants, agreements, representations, and warranties herein, including those related to confidentiality and ownership, shall survive contract execution, delivery, and termination.

## **23. ACCESS AND AUDITS:**

The Contractor shall maintain adequate records to support all charges and expenses incurred under this contract for at least three (3) years after completion. Walker County and the Monitor shall have full access to these records for inspection, reproduction, and audit at the Contractor's local place of business in Walker County. If records are not maintained locally, the Contractor is responsible for providing them to Walker County at its own expense.

## **24. NON-DISCRIMINATION:**

The Contractor represents and warrants that all employees will be treated equally without discrimination based on race, color, religion, physical handicap, sex, age, or national origin.

## **25. ENTIRE AGREEMENT:**

This contract constitutes the entire agreement between the parties. No modifications, additions, or deletions shall be valid unless made in writing and signed by both parties.

## **26. SEVERABILITY:**

If any provision of this contract is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

## **27. MODIFICATIONS OF WORK:**

Walker County reserves the right to modify the services, including additions, reductions, or alterations. Upon notification of a proposed change, the Contractor shall: (a) provide a cost estimate if requested; (b) notify Walker County of any impact on the completion date; and (c) advise in writing if the change affects the Contractor's ability to meet project schedules. If instructed, the Contractor shall suspend affected work pending Walker County's decision. Work on changes shall only begin after a written, signed contract amendment or change order is issued by both parties.

## **28. NON-EXCLUSIVE CONTRACT:**

This agreement is non-exclusive. Walker County may engage other contractors for debris monitoring services at their discretion.

## **29. GOVERNING LAW - VENUE:**

This contract shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles.

## **30. LAWS AND REGULATIONS:**

This contract shall comply with all applicable federal and state laws, Walker County ordinances, and the rules and regulations of FEMA, OEM, and any other authorized agencies with jurisdiction over this contract. Interpretation of this contract shall be consistent with all such laws, ordinances, rules, and regulations.

## **31. MONITORING OF CONTRACT FOR DEBRIS REMOVAL:**

Walker County shall provide and the Contractor shall fully cooperate with all monitoring and inspection activities necessary to assess contract performance. Such activities may include, but are not limited to, on-site inspections, operational metering, and review of Contractor records during all hours of operation. The Contractor is required to notify the County's designated Debris Monitor at least 24 hours in advance of the number of work crews and reduction sites requiring assigned monitors. This advance notice will enable Walker County to allocate sufficient monitoring staff to ensure proper certification of truck volumes and accurate issuance of load tickets. Walker

County reserves the right to adjust the number of monitors assigned to this Contract as operational needs evolve during the debris removal effort.

The Contractor shall construct an inspection tower at each debris reduction site, or provide an approved equivalent structure, that meets the following specifications:

- Constructed of sound scaffolding materials and complies with OSHA safety standards and all applicable local building codes;
- Minimum floor dimensions of 8 feet by 8 feet;
- Enclosed perimeter walls at least 4 feet high for fall protection;
- A covered roof providing a minimum of 6 feet 6 inches of headroom beneath the support beams;
- Safe access via steps equipped with a handrail.

These inspection towers shall be used by Walker County personnel and monitors to accurately oversee debris reduction operations.

**32. ENVIRONMENTAL CONCERNS:**

The Contractor shall be fully responsible for any environmental sampling, analysis, or remediation required due to its equipment, operations, or activities.

**33. SOVEREIGN IMMUNITY:**

This contract is a governmental agreement for the benefit of the public, and Walker County does not waive its sovereign immunity or legal protections under Texas law.

**34. CONTRACT LANGUAGE:**

Use of masculine includes feminine and neuter; singular includes plural. Captions and headings are for reference only and do not affect the scope or interpretation of this contract.

**35. INCORPORATION OF CONTRACT DOCUMENTS:**

This contract includes this agreement and all referenced exhibits, the Invitation for Bid with exhibits, and the Contractor's response. In the event of a conflict, the order of precedence shall be: (1) this contract with exhibits, (2) the Invitation for Bid with exhibits, and (3) the Contractor's response.

**36. AWARD OF CONTRACT:**

Walker County reserves the right to award the contract based on Best Value, as defined in Texas Government Code § 2155.074. Evaluation criteria may include, but are not limited to, price, past experience, response time, references, financial strength, use of subcontractors, and overall value to the County.

**37. NOTICES:**

All notices or communications under this contract shall be deemed delivered when sent by certified mail, return receipt requested, to the parties at the addresses specified herein:

***If to Walker County:***

Walker County Purchasing  
1301 Sam Houston Avenue, Suite 235  
Huntsville, TX 77340

***If to Contractor:***

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This Invitation for IFB does not obligate Walker County to award a contract, and all Bids may be rejected. This is a non-exclusive contract, and Walker County reserves the right to award work to multiple contractors by task, precinct, region, or any other division deemed in the County's best interest.

# ATTACHMENT F

## RATE SCHEDULE HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL

ITEM/DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1.0 Pickup and/or separation on Public Property and Public Rights-of-Way and hauling to a designated TDSR Site and/or reduce and transfer to Disposal Facility 15 or less miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 2.0, 3.0 or 4.0).	100,000	cu.yd.		
2.0 Pickup and/or separation on Public Property and Public Rights-of-Way and hauling to a designated TDSRS and/or reduce and transfer to Disposal Facility 16 - 30 miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Items 3.0 or 4.0).	100,000	cu.yd.		
3.0 Pickup and/or separation on Public Property and Public Rights-of-Way and hauling to a designated TDSRS and/or reduce and transfer to Disposal Facility 31 - 60 miles away (one-way miles). (Trips with one-way miles in excess of 15 miles compensated at the rate quoted in Item 4.0).	100,000	cu.yd.		
4.0 Pickup and/or separation on Public Property and Public Rights-of-Way and hauling to a designated TDSRS and/or reduce and transfer to Disposal Facility 61 - 90 miles away (one-way miles).	100,000	cu.yd.		
5.0 Removal and disposal of hazardous standing hardwood trees 25" - 36" in diameter.	100	Ea.		
6.0 Removal and disposal of hazardous standing hardwood trees 37" or larger in diameter.	50	Ea.		
7.0 Removal and disposal of hanging or broken limbs greater than 2" in diameter or 2' or greater in length.	100	Ea.		
8.0 Removal and disposal of hazardous stumps 6" or less in diameter	100	Ea.		
9.0 Removal and disposal of hazardous stumps 7" - 12" in diameter	100	Ea.		
10.0 Removal and disposal of hazardous stumps 13" - 24" in diameter	100	Ea.		
11.0 Removal and disposal of hazardous stumps 25" - 48" in diameter	100	Ea.		
12.0 Removal and disposal of hazardous stumps greater than 49" in diameter	100	Ea.		
13.0 Site preparation to include rock, gravel & aggregate (3 x 5 Rio Rao)	3,000	ton		
			<b>GRAND TOTAL</b>	

Unit prices, unless otherwise indicated, shall include all labor (operators, laborers and supervisors), equipment and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, traffic control and housing, if required, necessary to accomplish the project. The quantities are estimated for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

# ATTACHMENT G

## RATE SCHEDULE EQUIPMENT AND LABOR RATES

Quantities are estimated for the purpose of making an award.

ITEM/EQUIPMENT TYPE	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
Articulating Truck, 6-Wheel w/operator	25	hr.		
Bobcat Loader or equivalent w/operator	25	hr.		
Bobcat Track 80+ HP w/operator	25	hr.		
Bucket Truck, 50' w/operator	25	hr.		
Chipper/Mulcher, 12" throat w/operator	25	hr.		
Chipper/Mulcher, 8" throat w/operator	25	hr.		
Climber w/operator	25	hr.		
D-4 Dozer or equivalent w/operator	25	hr.		
Diamond Z Tub Grinder or similar w/operator	25	hr.		
Dozer, D-4 or similar w/operator	25	hr.		
Dozer, D-6 or similar w/operator	25	hr.		
Dozer, D-7 or similar w/operator	25	hr.		
Dozer, D-8 or similar w/operator	25	hr.		
Dump Truck 20 Cubic Yard or less w/operator	25	hr.		
Dump Truck, 20-30 Cubic Yard w/operator	25	hr.		
Dump Truck, 31-60 Cubic Yard w/operator	25	hr.		
Dump Truck, 61-100 Cubic Yard w/operator	25	hr.		
Equipment Transportation w/operator	25	hr.		
Excavator w/operator	25	hr.		
Foreman w/truck	25	hr.		
Front End Loader 544 or similar w/operator	25	hr.		
Front End Loader 644 or similar w/operator	25	hr.		
Generator and Lighting w/operator	25	hr.		
Inspector w/vehicle & cell phone	25	hr.		
Laborer w/chainsaw	25	hr.		
Laborer w/small tools, traffic control, flag person	25	hr.		
Lift for Tower, 4WD w/operator	25	hr.		
Lift Plant w/operator	25	hr.		
Rubber Tire Backhoe w/operator	25	hr.		
Safety Superintendent w/truck & cell phone	25	hr.		
Self-Loading Knuckle Boom Truck w/operator	25	hr.		
Service Truck w/operator	25	hr.		
Skidder 648E or similar w/operator	25	hr.		
Stump Grinder w/operator	25	hr.		
Superintendent w/truck & cell phone	25	hr.		
Survey Personnel w/vehicle & cell phone	25	hr.		
Track Hoe - John Deere 690 or similar w/operator	25	hr.		
Tractor(s) with Box Blade w/operator	25	hr.		
Up to 15-Ton Crane w/operator	25	hr.		
Volvo 120E Loader or similar w/operator	25	hr.		
<b>Other - please itemize on separate paper</b>			<b>GRAND TOTAL</b>	

## ATTACHMENT H

## TICKET SAMPLE

\*Sample Only - actual ticket must reflect FEMA requirements at time of service.

DEBRIS LOAD TICKET		
APPLICANT		LOAD TICKET #
TRUCK #		CONTRACTOR
TRUCK CAPACITY	DRIVER NAME	DRIVER LICENSE #
COLLECTION INFORMATION		
LOADING DATE/TIME		MONITOR NAME
STREET ADDRESS & ZIP CODE		LOCATION/GPS (DECIMAL/DEGREES)
<b>DEBRIS TYPE</b> <input type="checkbox"/> Vegetation <input type="checkbox"/> C & D <input type="checkbox"/> White Goods <input type="checkbox"/> Mixed <input type="checkbox"/> Mulch <input type="checkbox"/> Other (specify) _____		DEBRIS LOCATION
OTHER DEBRIS INFO OR COMMENTS		
LOAD INFORMATION		
UNLOADING DATE/TIME	LOAD CAPACITY	TIPPING TICKET #
UNLOADING SITE NAME		MONITOR NAME
STREET ADDRESS & ZIP CODE		GPS (DECIMAL/DEGREES)
NOTES		

**ATTACHMENT I**

**WALKER COUNTY DEBRIS MANAGEMENT PLAN**

**AVAILABLE UPON REQUEST**