TEXAS DISPOSAL SYSTEMS, INC.
SERVICE AGREEMENT
PERMANENT ROLLOFF
www.texasdisposal.com

PO Box 17126
Austin, TX 78760
Phone: 512-421-1381
Fax: 512-421-1325

	Customer Number:		
☐ SERVICE LEVEL CHANGE	☐ UPDATED SERVICE AGREEMENT	☒ NEW SERVICE LOCATION	☐ OTHER
Salesperson Name: **Jay Howard**		Notepad Entry: ***SSTC**	Sales # **17**
Start Service Date:	S/T Code:	Alpha Search:	PO#
Customer Name: **Burnet County**			
Billing Name: **Burnet County**			
Billing Address: **220 S. Pierce Street**			
City: **Burnet**	State: **TX**	Zip **78611**	Tax Entity:
Service Address: **2221 N. Phillip Ranch Road**			
City: **Granite Shoals**	**TX**	Zip: **78654**	Phone:
Fax#	Alternate #		
Service Contact:	Accounts Payable Contact:		
Email Address:	Cycle:	Map Grid:	
Special Instruction 1: ****Please see attached additional Terms and Conditions and TDA Contractual Documents****			
Special Instruction 2: **County anticipates approximately 15,000 sq. yds of debris removal**			
Other Info: Roll-Off			
FINAL APPROVAL BY OPERATIONS DEPARTMENT IS REQUIRED PRIOR TO THE START OF THE CONTRACT			

ROLL OFF

☐ PERMANENT ☐ TEMPORARY ☐ SPECL WASTE ☐ PSU ☐ OPEN TOP ☒ COMPACTOR ☐ CUST.OWNED

QTY	SIZE	RENTAL RATE	HAUL RATE	DELIVERY FEE	LANDFILL FEE
TBD	**N/A**	**N/A**	**$23.75/cubic yard**	**N/A**	**Disposal included in haul rate**

MONTHLY CHARGE $ **23.75 per haul**	ESTIMATED NUMBER OF HAULS PER MONTH :
OTHER CHARGES $ $ $	SPECIFY OTHER CHARGES:
	TOTAL MONTHLY CHARGE BEFORE TAX $

INITIAL TERM: ~~36 MONTHS, UNLESS OTHERWISE SPECIFIED.~~ One (1) month, or until the parties reasonably agree that all debris referenced on page 1 has been removed.
APPLICABLE SALES TAX WILL BE CHARGED UNLESS CUSTOMER PROVIDES A TAX EXEMPTION CERTIFICATE FOR EACH EXEMPT SERVICE LOCATION
ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 AND 3.

JD ________ Initial here

TEXAS DISPOSAL SYSTEMS, INC.	TDS CUSTOMER
Authorized Signer: [signature]	Authorized Signer: X [signature] KH
Print Name: Thomas J. Mistler	Print Name: X James Oakley
Title: COO/CFO	Title: X County Judge
Date: 3/5/19	Date: X 3/1/2019

SERVICE CHANGES

	QTY	SIZE	CHARGE CODE	FREQ PER WEEK	MONTHLY CHG	HAUL RATE	RENTAL RATE
NEW							
PREVIOUS							

Date Service Received:	WO#	Proration Code:
From: To:	Entered By:	Date:
Verified By:	Date:	

ADDITIONAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The following terms, as used in the agreement, shall have the meanings specified in this paragraph.

a) "Company" shall mean Texas Disposal Systems, Inc.

b) "Customer" shall mean the customer named on the front page of this Agreement

c) "Equipment" shall mean all containers, stationary and self-contained compactors and the other equipment and devices provided to Customer by the Company as specified on the front page of this Agreement. , or otherwise as supplied by Company for Customer use in accordance with the terms of the Agreement, all of which Equipment shall remain the sole and exclusive property of Company.

d) "Hazardous Materials" shall mean any substance that is toxic, ignitable, reactive, corrosive, acidic, radioactive, volatile, highly flammable or explosive and that is regulated by any local government, state government or United States government, and includes any and all materials or substances that are defined as "hazardous waste", or a "hazardous substance" pursuant to local, state or federal law or regulation. Hazardous materials include but are not restricted to asbestos, polychlorobiphenyls (PBS) and petroleum.

e) "Proper Waste Materials" or "Waste" shall mean any solid waste material or substance which Company can handle and transport without the requirement of a hazardous or toxic license or permit, which does not contain Hazardous Materials, and shall include Recyclable Material.

f) "Recyclable Material" shall be defined as material which the Company determines can be recycled included but not limited to aluminum, glass, office paper, production paper, newspaper, cardboard and plastic.

2. **EQUIPMENT AND SERVICE:** The Company shall deliver and install Equipment at a site designated by the Customer. The Company shall collect and dispose of all Proper Waste Materials properly deposited by Customer in the Equipment in those intervals specified on the face hereof. Customer shall notify Company of any and all recycling efforts by Customer. Company, at its option, shall collect and dispose of any and all Recyclable Material generated by Customer. The Company shall maintain and service Equipment for use under normal operating conditions provided that the Equipment is maintained and used by the Customer in accordance with the requirements hereinafter set forth.

3. **DUTIES AND RESPONSIBILITIES OF CUSTOMER:** Customer acknowledges that it shall have responsibility for the proper care, custody, control, safekeeping and use of the Equipment on Customer's premises and shall use the Equipment solely for the deposit of Proper Waster Materials. Proper Waste Material must be solid waste which allows the Company safely to handle and transport the waste without incurring any damage or injury to its employees, to the Company's Equipment, or vehicles, or to any third party. Customer shall be responsible for any damage to the Equipment in the event of fire, vandalism, or other damage beyond normal use and wear of the Equipment. Customer shall not overload the Equipment in either weight or volume of Proper Waste Materials as defined by federal, state or local law, regulations or ordinance. Customer shall be responsible for all liabilities that result therefrom, including any fines and penalties. All risk of loss for the damage or destruction of the Equipment on the Customer's premises shall be borne by Customer. Customer shall make no alteration or changes to the Equipment. Customer is responsible for any damage caused by an electrical drop or surge, including lightning, which is conducted into the Equipment. On collection day, Customer shall provide unobstructed access to the Equipment. If the Equipment is inaccessible, customer will be notified and any such attempts to provide service shall be charged as "extra pick up."

4. **SERVICE FEE:** Customer shall pay, on a monthly basis, the service fees and charges designated on the face of this Service Agreement, plus such adjustments as are calculated below:

a) Sales tax, Use tax, Fees, and Surcharges: Customer shall also be responsible for any and all sales tax, use tax, fees, surcharges and other charges imposed in connection with services provided under or services arising out of this Agreement. Including, without limitation, imposed charges for waste material collection, transportation, and disposal. The fees and charges in this Agreement shall, at the option of the Company, be increased and the Customer shall be responsible for paying the increased amount. The cost of any increase in the fee, as stated above, shall be distributed proportionally to each and every applicable Customer.

b) Adjustments:

i. Fuel: Since fuel costs are a significant portion of the cost of Company's services provided herein, Company reserves the right to increase the unit price of the schedule of fees, and charges in an amount equal to any equivalent unit increase in fuel costs.

ii. Landfill Fee: The monthly charge for service shall be automatically adjusted as landfill charges change, it being recognized that landfill services may increase or decrease from time to time.

iii. Consumer Price Index: The Company reserves the right to increase the fees and charges hereunder from time to time to reflect the percentage increase in the Consumer Price Index ("CPI"). CPI means the index now known as the United States Bureau of Labor Statistics, Revised Consumer Price Index for Urban Wage Earners, U.S. Cities Average, all items (1967=100). In the event that the publication of the CPI is hereinafter converted, revised or discontinued the Company shall designate a comparable index to be used in lieu thereof for the purposes of this Agreement. Upon notice from the company, and with Customer's assent or consent, Company may increase the fees and charges hereunder in an amount in excess of such CPI percentage increase. The Customer's assent or consent may be evidenced by the practices and actions of the parties hereto.

iv. Extra Services: The Company shall be entitled to an upward adjustment for any services performed outside the Company's normal working hours or on a federal or state holiday.

c) Terms: The Customer shall be billed on a monthly basis by Company. Payments shall be made on a monthly basis by the Customer, and all charges shall be due upon receipt of the Company's statement. Ten (10) days after receipt of statement, Customer shall pay late charges equal to the lesser of one and on-half percent (1 ½%) per month or the maximum lawful rate on all amounts unpaid.

d) Upon default, thirty (30) days after receipt, this agreement shall become immediately due and payable in full on demand. Customer, one and all, waive all demands for payment, presentations for payment, notice or intent to accelerate maturity, and notice of protest.

If this agreement is collected through an attorney for probate, bankruptcy or other proceedings, then Customer shall pay reasonable attorney's fees, court costs, interests and other applicable fees.

5. **TERM:** This Agreement shall be binding upon execution by the parties hereto. This Agreement shall be for an initial term of one (1) month, or until the parties reasonably agree that all debris referenced on page 1 has been removed, to commence on the Service Agreement Date and shall terminate upon the expiration of the Initial Term. The company may terminate this Agreement without cause upon thirty (30) days notice to Customer but termination with or without cause by the Company shall not release Customer from the obligation to make payment for all amounts due under this Agreement. The Company may terminate or suspend this Agreement immediately upon the failure of the Customer to pay for services rendered within the payment terms or in the event of any other breach by Customer as may be reasonably determined by the Company. In lieu of terminating this Agreement, the Company may require the Customer to pay a security for all services on a prepaid basis. Upon termination of the Agreement for any reason, the Company shall have the right to enter upon the Customer's property and to remove the Equipment from the Customer's premises at any time. Repossession of the Equipment may be accomplished without judicial process and without prior notice, and the Customer agrees to waive the benefit of any laws in favor of the Customer requiring judicial process. If Customer is not in breach of any provisions of this Agreement, Customer may terminate this Agreement before the expiration of the term in consideration for which Customer shall pay and the Company shall accept as liquidated damages, and not as a penalty, a sum equal to the amount of fees and charges charged to the Customer, and all Recyclable Material revenues received by company for the six (6) month period immediately preceding Customer's request for termination of this Agreement. If a six (6) month period has not been established, liquidated damages shall be defined as six times the expected monthly fees, charges and Recyclable Material revenues. Customer and the Company acknowledge and agree that the Company's actual damages for an early termination of this Agreement would be impossible to accurately estimate or calculate and the amount stated in this paragraph as liquidated damages is a fair and reasonable pre-estimate of the probable loss that the Company would sustain in the event of an early termination by the Customer.

Initial here

Initials

Business Name TDS

6. **TITLE:** The Equipment is and, throughout the term hereof, shall be considered as being owned by the Company and leased to the Customer. The Company retains all ownership rights, title and interest to the Equipment. The Company may file a Financing Statement using the terms "Lessor" and "Lessee", or like terms and the Customer authorizes the Company to execute on its behalf any such Financing Agreement, Continuation Statement, or U.C.C. filing. In the event it is determined for any reason that the transaction contemplated by this Agreement is other than a lease transaction, the Customer hereby grants a security interest in and to the Equipment covered by this Agreement, and hereby authorizes the Company to execute on Customer's behalf any and all Financing or Continuation Statements as may be required to perfect and keep perfected its security interest under the Uniform Commercial Code. Title to all Proper Waste Materials including recyclable materials, shall transfer to the Company when such waste is loaded into or on to the truck. Title to materials deposited in the Equipment other than Proper Waste Materials shall remain at all times with Customer and Customer shall be responsible for all liabilities that result, including any fines or penalties.

7. **CHANGES IN SERVICE:** Changes in services provided by the Company or in the fees and charges paid by the Customer may be made by oral or written agreement of the parties, and the continuing actions and practices of the parties with respect to such changes shall constitute the consent and agreement of the parties to such changes. If the Customer relocates to a location within the service area of the Company, the Company shall continue the service, and this Agreement will serve as a continued Service Agreement. If the Customer feels the Company's quality of service is not satisfactory, Customer must notify the Company in writing of any dissatisfaction, and the Company agrees to solve any reasonable concern within a reasonable period of time.

Customer may change the level of service during the term of this Agreement and charges will be adjusted accordingly, provided, however, that this service adjustment must be in congruence with volume of waste generated. The Company will maintain exclusive rights to collect and dispose of all Proper Waste Materials including Recyclable Material.

8. **PREMISIS:** Customer shall prepare an adequate and fully accessible site for location of the Equipment on the Customer's premises and shall provide such utilities as shall be necessary for operation of the Equipment on-site. Customer shall provide and hereby grants the Company complete and adequate access and right-of-way to the Equipment on Customer's premises, which access and right-of-way shall bear the weight and operation of the Company's vehicles, machinery and other equipment. The Company shall have no obligation or liability for operation or passage of such vehicles, machinery and equipment (including the Equipment) on Customer's premises, and Customer hereby releases the Company from and disclaims all rights, claims and demands with respect to such operation or passage of vehicles, machinery and equipment by the Company, provided however, nothing herein shall be construed to release the Company from responsibility for acts of gross negligence or willfulness on the part of the Company's employees in the operations of such vehicles and equipment on the Customer's premises outside of said right-or-way. The Company shall not be responsible for damage to curbs, paved or unpaved driving surfaces, or base structures resulting from service of an agreed location of the Equipment.

9. **INDEMNITIES:** Company agrees to indemnify Customer from all liabilities to the extent caused directly by the negligent act(s) or omission(s) or willful misconduct of the Company during: (i) the collection or transportation of Customer's Proper Waste Materials, or (ii) the disposal of Customer's Proper Waste Materials in a facility owned by the Company (*except that Company's indemnity obligations herein are inapplicable to occurrences involving excluded or improper waste such as Hazardous Materials).*

Customer agrees to indemnify Company (its affiliates, officers, directors, shareholders, employees, agents, and the heirs, executors and assigns of any of them) from all liabilities to the extent caused by: (a) Customer's breach(s) of this Agreement, (b) the negligent act(s) or omission(s) or willful misconduct of Customer or its employees, agents or contractors, or (c) Customer's possession, use or operation of any Equipment of Company's*(including, without limitation, any deposit of materials other than Proper Waste Materials in the Equipment).*

10. **MISCELLANEAOUS:** All provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, and the warranties and indemnities contained herein shall survive the termination of the Agreement. None of the Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company. Any provision hereof which is unenforceable under applicable law will be ineffective to the extent of such prohibition or unenforceability without invalidating the remainder thereof or the remaining provisions hereof and it is the intention of the parties hereto that, in lieu of such unenforceable provision, there be added as part of the Agreement, a provision as similar in terms as possible to the unenforceable provision which is enforceable. This Agreement is made and entered into in the State of Texas, shall be construed under the laws of the State of Texas and is fully performable in all Texas counties. Any notices required to be given by this Agreement may be given by mailing same, certified mail, return receipt requested, addressed to the Company or the Customer as shown on the reverse side of hereof. Any notice shall be deemed effective three (3) days after deposit in the United States Mail. Notice given in any other manner shall be effective only when received. Either party may change its address for notice by the above-described method. The Company shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Company. This Agreement may not be amended except by a subsequent agreement of the parties, oral, written, or by continued acts of the parties.

Initials Jm

Business Name TDS

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Contract Terms**: Successful Respondent(s) will be awarded a contract, effective from date of award or notice to proceed as determined by Burnet County Purchasing. **Prices must remain firm for the entire contract.**

2. **Minimum Insurance Requirements:**

A. The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Burnet County.

1) Comprehensive Commercial General Liability:

a. Bodily Injury/Personal Injury
$500,000 per occurrence
$1,000,000 aggregate

b. Property Damage
$500,000 per occurrence
$1,000,000 aggregate

2) Professional Liability appropriate for performance of position
$500,000 per occurrence and in the aggregate

B. The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based up on changes i n statutory law, court decisions, or the claims history of the industry as well as the Contractor.

C. Required Provisions:

1) Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with the Purchasing Agent.

2) All certificates shall provide Burnet County will receive an unconditional thirty days written notice in case of cancellation or any major change.

3) As to all applicable coverage, certificates shall name Burnet County and its officers, employees, and elected representatives as an additional insured.

4) All copies of the certificates of insurance shall reference the project name and RFP number for which the insurance is being supplied.

5) The Contractor agrees to waive subrogation against Burnet County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.

6) The Contractor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Burnet County with the proper documents verifying the coverage.

3. **BOND REQUIREMENTS**

A. **Bid Bond**

THERE IS "NO BID BOND" REQUIRED ON THIS PROJECT

Initials *JM*

Business Name *TDS*

B. **Power of Attorney**

Attorney-in-fact who signs proposals or contract bonds must file with each bond a certified and current copy of the power of attorney.

C. **Payment Bond and Performance Bond shall be as follows:**

For a contract in excess of $100,000, a Performance Bond shall be executed in the amount of the contract upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond shall be solely for the protection of Burnet County.

For a contract in excess of $25,000, a Payment Bond shall be executed in the amount of the contract solely for the protection of all claimants supplying labor or furnishing the material used on this project.

The cost for Bond premiums must be included in the Proposed Price.

Payment and Performance Bonds must be issued by an insurance/surety company licensed and authorized by the Texas State Board of Insurance to do business in the State of Texas.

4. **Criminal Background Check:**

Certain contracts may require vendors to enter sensitive security areas. These include, but are not limited to, Burnet County Sheriff's Department, Burnet County Courts, Burnet County Information Technology, etc.

If a particular contract requires your personnel to enter such a location the following could apply.

A. The successful Respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Burnet County property.

B. Vendor personnel who perform work on Burnet County property must submit to and pass a Law Enforcement Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.

C. Criminal B ack ground checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.

D. Award of a contract could be affected by your firm's refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

Note: The Criminal Background Check applies to the individual and not the Company.

I. PROJECT DESCRIPTION

PROJECT SUMMARY

1. Introduction

a. The Disaster Debris Removal Contract will encompass multiple areas of Burnet County. Burnet County's disaster recovery contract includes considerations for removing and processing the volumes and types of debris and wastes that was generated by a flooding event.

b. The County has identified the need for a debris removal company to assist the County forces in completing debris management operations throughout the County. As the Prime Contractor selected for Debris Removal and Debris Hauling, the Company must have the capacity to manage a large workforce and to carry the expenses associated with a major recovery operation prior to the initial County payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance.

c. The Contract(s) is awarded on a per cubic yard fee.

2. Disaster Debris Removal Requirements

Planning for post-disaster cleanup operations is a function of the Burnet County Commissioners' Court. The debris management operations will be carried out under the cognizance of the Burnet County Commissioners' Court. That contractor is responsible for:

a. clearing roadways;
b. removing debris and certain waste from roadways, public right-of ways, and public property;
c. operating temporary debris staging and reduction areas;
d. volumetric reduction of debris, and ultimate disposal of the debris and waste.

The County will prescribe the specific procedures to be followed after ascertaining the scope and nature of the disaster's impacts. The County has pre-designated Temporary Debris Staging and Reduction Sites (TDSR) for the sole purpose of the temporary staging and reduction of clean woody debris and construction and demolition materials. As the Prime Contractor, the Company will be responsible for all of the Debris Removal / Hauling activities during the course of the recovery/cleanup period.

II. STATEMENT OF WORK

The following General Statement of Work is envisioned for the project. Nothing in this description shall be construed to limiting the potential scope of work to this description or to requiring that this description be included in the final scope of work for the project.

GENERAL STATEMENT OF WORK- REMOVAL

1. The Debris Removal Service Company shall provide all expertise, effort, personnel, materials, and equipment necessary for the removal and lawful disposal of debris and other wastes generated by natural or man-made disasters that impacted Burnet County, Texas. Specifically, the Debris Removal Service Company will be responsible for debris and waste removal and disposal operations performed by the County's Debris Removal and Hauling operations relative to debris at 2221 N. Phillip Ranch Road, Granite Shoals, Texas.

2. Services shall be performed on an "as needed basis" when directed by the Burnet County Commissioners' Court.

3. The Burnet County Commissioners' Court will provide guidance and direction on priorities and specific needs for the removal operations. The Disaster Debris Removal Company, in concert with the Burnet County Commissioners' Court, shall determine the method and manner of removal and disposal of debris

that provides the greatest economy of operations and cost to the County. The Disaster Debris Removal Company shall then provide for the cost-effective and efficient removal of materials accumulated or deposited on public property, as described above and the removal and final disposal of those materials. The Disaster Debris Removal Company will be expected to provide all personnel, equipment, forms, record keeping materials, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the County for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs. The Disaster Debris Removal Company must be fully cognizant of all pertinent Federal (FEMA, U.S. Army Corps of Engineers, etc.) and State of Texas documentation requirements and procedures and be prepared to assist the County staff in compiling and managing information and data necessary for those purposes. Prior to initiating work under this project, the Disaster Debris Removal Company shall present to the Burnet County Commissioners' Court for review and discussion a General Operations Plan and sufficient supporting documentation to adequately describe all planned actions for removal, handling and eventual disposal of disaster generated debris and wastes. The Disaster Debris Removal Company shall agree to execute this plan, with all manners of contingencies recognized, upon being authorized by the County to begin work.

III. GENERAL CONDITIONS:

1. The Disaster Debris Removal Company must perform as an independent contractor and, as such, must have and maintain complete control over all of its employees and operations.
2. The Disaster Debris Removal Company must not assign, sublet, or transfer its interest or obligations of this project.
3. The Disaster Debris Removal Company must not begin any work under the contract until he/she has obtained all required insurance and provided the County Purchasing Agent with the related certificates and endorsements. Nor shall the Disaster Debris Removal Company allow any Subcontractor to commence work until all similar insurance required of the Subcontractor has been so obtained. The Disaster Debris Removal Company may provide insurance coverage for all his Subcontractors, at Disaster Debris Removal Company's cost. However, all Subcontractors must provide their own Workers' Compensation Insurance per State law. For the duration of the project, the Disaster Debris Removal Company must provide the insurance listed below and document required coverage with certificates of insurance.

USE OF SUBCONTRACTORS

4. The Disaster Debris Removal Company may use Subcontractors for this project. Disaster Debris Removal Company must list Subcontractors proposed for this project and their respective duties.
5. No Subcontractor may provide services unless the County consents. The Disaster Debris Removal Company shall be responsible for completing all contract work even if a Subcontractor has assumed responsibility to complete certain work. Also, the Disaster Debris Removal Company shall be responsible for the actions and performance of all Subcontractors. Furthermore, the Disaster Debris Removal Company agrees that any subcontract for this project will include the same mandatory insurance requirements in favor of the County as are specified in the County's contract with the Disaster Debris Removal Company, unless the Disaster Debris Removal Company provides such coverage for his/her Subcontractors. However, all subcontractors must provide their own Workers' Compensation Insurance per State law. Subcontractor certificates of insurance and endorsements must be collected by the Disaster Debris Removal Company and made available to County Purchasing agent prior to commencement of work.

GENERAL PROJECT REQUIREMENTS

The Debris Removal Company must comply with these basic requirements as part of this contract on these general specifications.

1. The Disaster Debris Removal Company to assist the County with Debris Removal at Temporary Debris Staging and Reduction Sites (TDSRS), and at disposal sites.

2. Burnet County will assign a Debris Manager (DM) and will establish a Contract Management Center or other operational group setting to provide overall coordination of recovery operations. The Debris Manager will be the primary point of contact for the Contractor and will resolve contract administration issues and disputes. The Removal Services Contractor is to provide expertise for and assistance to the County's Debris Manager and also assist County staff at the Contract Management Center in overseeing and documenting the debris management operations.

   a. Field removal.
   b. Debris management tracking.
   c. Trip ticket management.
   d. Data administration.
   e. All removal workforce requirements, including but not limited to staffing, training, equipment, safety training and enforcement, mobilization, transportation and logistic support.
   f. Site Safety Plan preparation and maintenance.
   g. Compliance with all applicable Federal, State and local rules relative to the removal operations.
   h. Preparation of documentation to support Federal cost reimbursement processes.
   i. Related activities for effective and efficient debris management operations deemed necessary or desirable on the basis of the Contractor's experience when authorized by the County Debris Manager.
   j. Within 24 hours of notification, the Disaster Debris Removal Company shall provide a sufficient number of professionals and qualified personnel to meet all contract requirements and removal needs associated with this project, including, as a minimum force necessary to:
   k. All personnel shall be a minimum of 18 years of age, be fluent in the English language and have a valid driver's license issued in the United States. The Disaster Debris Removal Company will be required to increase its staffing from this point depending on the scope of the debris/waste removal operations.
   l. The Disaster Debris Removal Company shall provide all debris removal employees with appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet weather clothing, to comply with all applicable Federal, state and local occupational health and safety requirements.

3. The Disaster Debris Removal Company shall provide debris removal employees with necessary transportation, all communications equipment (cell phone, satellite phones, radio, etc.) necessary to remain in contact with their supervisors or other key personnel who in turn are in direct contact with the Contract Management Center. The Contractor shall also provide all required logistical support for the personnel he/she engages, including lodging, meals and other necessary support services. The Contractor's supervisory personnel will be wholly responsible for support the Contractors operations and resolving conflicts within the scope of or in any way associated with those operations.

4. Respondents must provide a detailed description of the resources (workforce and equipment) available to be employed on the project, including:

   a. Summary of the Respondent's personnel that will be dedicated to the project, including:
      1) The number of management employees that will be assigned to the contract, their job titles, and responsibilities.
      2) The names of and resumes for all members of the Project Management Team.
      3) The name of the Respondent's claims representative.
   b. List of the Subcontractors with whom the Respondent has agreements for post-disaster support.

DESCRIPTION OF REMOVAL SERVICES

1. The Debris Removal Company must provide a detailed description of the services that Respondent will perform upon issuance of each Notice to Proceed. The description of services shall address all elements of the General Statement of Work described in Section II of this contract. In addition, the Company may include other services which, in the Respondent's experience, are necessary or desirable in carrying out the intent of the proposed Contract and/or achieving the County's stated goals with respect to debris management operations following a disaster.

2. The description of services must, at a minimum, include the following:

   A detailed description of the method and manner of removal and lawful disposal of disaster-generated debris to ensure that the debris removal hauling contractor is performing in accordance with the provisions of this contract, satisfying applicable local, State and Federal statutory and regulatory requirements and adhering to FEMA guidelines that govern the eligibility of those recovery services for Federal reimbursement of the County's costs (if required). The information provided should demonstrate how the Company will satisfy the requirements of the project, including:

   1) Scope and sequence of removal operations to be performed
   2) Manner in which volumes of debris/waste will be estimated in the field, at TDSRS locations, and at landfills or disposal sites
   3) Methodology for removal the collection, tracking, and disposal of disaster related materials

VII. PRELIMINARY SPECIFICATIONS

A. GENERAL

The following preliminary specifications have been developed by Burnet County for removal of disaster related debris and waste management operations carried out by the County's designated Debris Removal and Hauling Contractor.

LOADING SITE REMOVAL SERVICES

Monitors will be assigned in accordance with the Contractor's Removal Plan and shall be responsible for carrying all provisions of this contract without specific additional direction from Burnet County. The following minimum conditions apply:

a. Contractor shall, within 48 hours, be prepared to provide qualified on-site personnel for debris removal operations at debris loading sites located throughout Burnet County. Additional sites may be added as debris removal efforts increase. Each loading site will operate, at a minimum, approximately 12 -14 hours per day, 7 days per week. Exact number and location of loading sites will be determined by Debris Manager in coordination with the debris removal Contractor.

b. The Contractor will have Loading Site Monitors stationed at each loading site operated by the debris removal Contractor and coordinated with the Debris Management Center the day before beginning the work. Each truck driver will be given a load ticket that validates where the material originated and that it is eligible for pickup. Load tickets will be issued in accordance with established procedures and as a minimum must contain either a street address or the nearest intersection or Global Position Satellite (GPS) location to be valid. The volume of debris hauled will be estimated at the TDSRS by the Disposal Site Monitor. Load Tickets will be provided by the contractor.

c. Contractor must be prepared to provide personnel with transportation to and from the loading site(s), mobile communications equipment necessary to remain in contact with dispatch and supervisor(s) at all times, and all logistic support.

B. OTHER CONSIDERATIONS

1. The Contractor shall supervise and direct the work, using qualified 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, and fees necessary to perform under the terms of this contract.

2. The Contractor must be duly licensed in accordance with Federal and state statutory and regulatory requirements to perform the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. The Contractor shall obtain all permits necessary to complete the work. Copies of all permits shall be submitted to the Debris Management Center before commencing work.

3. The Contractor shall be responsible for promptly responding to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost. The County's Debris Manager shall be immediately advised of any such violation or notice of violation and the corrective actions being taken.

4. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include but are not limited to site cleanup and remediation; fines, administrative and civil penalties; and third-party claims imposed on Burnet County by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractors, or any other persons, corporations or legal entities retained by the Contractor under this contract.

5. The Contractor must attend all meetings required by Debris Manager to evaluate the performance of all monitors or to discuss any open contract issues.

6. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meets the requirements and intent of this contract.

A1001

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?** For contracts over $ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?** Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?** No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?** Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?** Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?** If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?** Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?** Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?** At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

Initials ______

Business Name TDS

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

A1002

Section 3 Policy

In accordance with 12 U.S.C. 1701u, Burnet County agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.

G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Burnet County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

DKlaeger	Burnet Co Judge	3-25-14
Signature	Title	Date

HUD/TDA REQUIRED CONTRACT LANGUAGE

1. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's/County's TxCDBG contract with TDA.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

2. Records Retention

(a) The Contractor shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

3. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

4. Conflicts of interest.

(a) Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.

(b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

Initials ______

Business Name TDS

(a) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

5. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. [For Contracts that exceed $100,000] Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

7. [For Contracts > $100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

8. [For Contracts > $150K] Clean Air Act and the Federal Water Pollution Control Act

Initials Jm

Business Name TDS

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9. Equal Opportunity Clause [applicable to contracts and subcontracts over $10,000].

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

(a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

Initials

Business Name TDS

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

10. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

11. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

12. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

[If this Contract is greater than $100,000, include the following Section 3 language:]

13. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

(a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Initials [signature]

Business Name TDS

(d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Texas Disposal Systems, Inc., agrees that, if any new hiring were done for this Burnet County debris removal project, to implement the following specific affirmative action steps directed at ______ Initial here increasing the utilization of lower income residents and businesses within the (City/County) of BURNET.

A. To ascertain from the City/County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
E. To ensure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of Texas Disposal Systems, Inc., we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

______
Signature

Thomas J Mistler
Printed Name

COO/CFO
Title

3/5/19
Date

Initials ______

Business Name TDS

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

Texas Disposal Systems, Inc.
NAME AND ADDRESS OF BIDDER (include ZIP Code) 12200 Carl Rd. Creedmoor TX 78610

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☒ Yes ☐ No

The undersigned hereby certifies that:

☒ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $100,000).

☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☒ No

Thomas J. Mistler COO/CFO
NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE
3/5/19

Initials ___

Business Name TDS

Certification Regarding Lobbying

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

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, TDS, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

____
Signature of Contractor's Authorized Official

Thomas J. Mistler COO/CFO
Printed Name and Title of Contractor's Authorized Official

3/5/19
Date

Initials ________

Business Name________________________