

TYLER COUNTY COMMISSIONERS COURT
EMERGENCY MEETING
September 9, 2008 ---- 10:30 a.m.

THE STATE OF TEXAS ON THIS THE 9th day of September, 2008 the
Commissioners' Court in and for Tyler County, Texas convened in an Emergency
Meeting at the Commissioners' Courtroom in Woodville, Texas, the following members
of the Court present, to wit:

JACQUES L. BLANCHETTE	COUNTY JUDGE, Presiding
MARTIN NASH	COMMISSIONER, PCT. #1
RUSTY HUGHES	COMMISSIONER, PCT. #2
JOE MARSHALL	COMMISSIONER, PCT. #3
JACK WALSTON	COMMISSIONER, PCT. #4
DONECE GREGORY	COUNTY CLERK, EX OFFICIO

The following were absent: none thereby constituting a quorum. In addition to the
above were:

JOYCE MOORE	COUNTY AUDITOR
JOE SMITH	CRIMINAL DISTRICT ATTORNEY
SHARON FULLER	COUNTY TREASURER

Joe Smith presented a contract from North American Procurement Company (NAPCO).
His concerns were about the cost codes. Also, there was a stipulation to hire as many
local people as possible. Lonnie Grissom has concerns that: 1) in event NAPCO is
notified by the county to be prepared and "staged", NAPCO wants to be paid regardless if
2) In the event, the county makes book keeping errors, the county would be responsible
for what FEMA would not pay.

Commissioner Walston- does this contract tie the county to NAPCO for the "72 hour"
deal? Mr. Smith felt that it did. Liability insurance was discussed. If the county gets a
logging company, Joe felt they would be working for the county. The county would be
liable. Lonnie Grissom stated that if county wants to get another company for "72 hour"
push it would not bother NAPCO. Commissioner Hughes stated, "If commissioner does
the work in the first 72 hours, the county gets reimbursed 100%".

Commissioner Walston- would like to help pay persons that help get the debris cleared in
the first 72 hours. Last time they volunteered, but he would like for them to get paid. He
suggested they be under the umbrella of NAPCO. Lonnie answered that he would
welcome getting a contract and an insurance certificate in place for those from the
different areas in the county.

Joe Smith said NAPCO is requesting a three "hurricane season" contract to get staging
sites secured. Mr. Smith did not have a conflict with this due to "termination" clause. Joe
requested a recess to be able to make changes to the contract.

Commissioner Walston motioned to recess until 8:30 am on Wednesday, September 10th.
Commissioner Nash seconded the motion. All voted yes and none no.

September 10, 2008 8:30
Back in Session:

Judge Blanchette reopened the meeting from being in recess.

Judge Blanchette asked District Attorney Joe Smith if he had looked over the
predisposition contract as presented by NAPCO. District Attorney, Joe Smith, stated that
he had reviewed the contract and was satisfied with the way it read. He asked if the
Commissioners' Court had authorized Judge Blanchette to execute the contract along
with any amendments and addendums without having to bring it before the court. He
stated that when amendments have to be made, time is of the essence. Commissioner
Hughes said that if the District Attorney was satisfied with the contract, he was also.
Lonnie Grissom stated he would like the full cooperation of the commissioners, law
enforcement and all the county offices. He said it was important what we work together

for the good of the county. He stated that he knew the county officials and knew their concern was for Tyler County.

District Attorney, Joe Smith, added that the contract stated 25% use of local help and equipment based on availability and references. He also stated that the contract was from September 9, 2008 through December 31, 2011. The contract could be cancelled by either party at anytime by giving written notice. Commissioner Marshall asked exactly what it would cover. Mr. Smith answered it was debris only but that it covered every phase of removal. He said last time the contract only covered basic debris removal and that they had to do several contracts for each phase. This contract covers it all.

Lou Cloy added that the last hurricane was a learning curve for everyone. She advised that if the county called for a mandatory evacuation that law enforcement and emergency management needed a list of employees that would be removing debris so they would allow them back into the county. Joe Smith agreed that would definitely be necessary.

Judge Blanchette asked Mr. Smith if he had checked over item #5. He noted there was a typographical error on the first word and further down the paragraph it said "even" where it should have been "event". The District Attorney stated it would be corrected.

A motion was made by **Commissioner Hughes** to approve the contract with NAPCO and give the County Judge authority to sign any amendments and addendums that may be necessary. The motion was seconded by **Commissioner Walston**. All voted yes and none no. SEE ATTACHED CONTRACT

Commissioner Marshall stated the court would need to locate monitors if they were needed. Other discussion included using dumpsites such as the old landfill for debris. However, a better location would be needed in Colmesneil. It was noted that burning was prohibited over old landfill sites due to methane gas.


Commissioner Walston motioned and Commissioner Hughes seconded the meeting to be adjourned. All voted yes and none no.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED...8:55 a.m.

I, Donece Gregory, County Clerk and ex officio member of the Tyler County Commissioners Court, do hereby certify to the fact that the above is a true and correct record of the Tyler County Commissioners Court session held on September 9, 2008.

Witness my hand and seal of office on this the 10th day of September, 2008.

Attest


Donece Gregory, County Clerk
Tyler County, Texas

DISASTER RECOVERY SERVICES CONTRACT

THIS DISASTER RECOVERY SERVICES CONTRACT (the "Contract"); executed and entered into on the dates hereinafter shown, is by and between THE COUNTY OF TYLER, TEXAS, a political subdivision of the State of Texas ("Tyler County"), and NORTH AMERICAN PROCUREMENT CO., a TEXAS Corporation with an office in Tyler County, Texas (the "Contractor").

WHEREAS, Tyler County lies near the gulf coast of the State of Texas, and as such may experience massive destruction wrought by the impact of hurricane landfall, violent storms, spawnings tornados as well as other natural and/or manmade disasters ("Events"); and

WHEREAS, Tyler County in accepting a Contract has taken the following factors in consideration prior to awarding said Contract:

- A. 25% based on price
- B. 25% based on prior experience
- C. 25% based on references
- D. 25% based on location and availability or personal equipment

WHEREAS, it is foreseen that it may be necessary to provide for debris management and/or disaster recovery technical assistance to appointed and elected officials of Tyler County, resulting from these Events; and

WHEREAS, Tyler County describes in detail the nature and extent of the disaster debris removal and disposal services (collectively, the "Services"); and

WHEREAS, Tyler County wishes to engage the Contractor to provide the services in accordance with the specific unit prices ("Exhibit B"), Fee Schedule and Payment Procedure; and

WHEREAS, the Contractor has agreed to perform the Services for Tyler County in accordance with the terms, pricing and conditions of this Contract:

NOW, THEREFORE, receipt and sufficiency of which is hereby acknowledged, along with the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the parties hereto understand and agree as follows:

1. SERVICES

1.1 Scope of Contracted Services:

This Contract sets forth the general terms and conditions pursuant to which Tyler County retains Contractor to provide debris management, cleanup and disposal services for Tyler County, Texas. The Scope of work to be performed by Contractor for the benefit of Tyler County pursuant to this Contract is more particularly described in detail on the Exhibit "A" Scope of Work attached hereto and made a part hereof for all purposes.

The Contractor shall provide all expertise, personnel, materials and equipment necessary for the timely removal and transportation of all eligible storm-generated debris (herein referred to as "debris"), including hazardous and industrial waste materials. These services shall provide for the cost effective and efficient removal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility of site as may be directed by the County. Contracted services will only be performed when requested and as designated by the County. Contractor shall employ local individuals who are experienced an qualified for the work to be performed when possible.

The Contractor shall load and haul the debris from within the boundaries of the County to a site specified by the County. The Contractor will be responsible for reduction and/or disposal either by chipping/grinding, burning or depositing in a landfill. The Contractor may not deliver any debris to another location without written authorization from the County.

1.2 Contractor Responsibility of Debris Staging and Reduction Sites

The Contractor shall be responsible at all Debris Collection and temporary Debris Staging and Reduction sites to include the following required services:

- A. Site preparation and layout of site;
- B. Management maintenance and operation of the TDSRS;
- C. The sorting, segregation, processing and reduction. Reduction of Construction debris (C & D) material will be limited to sorting, crushing with tracked equipment and hydraulic grapples;
- D. Furnish materials, supplies, labor tools and equipment necessary to perform services.
- E. Providing internal traffic control, dust control, lighting and hazardous and or toxic waste containment areas and fire protection.
- F. Closure (limited to grading) of TDSRS excluding seeding.

1.3 Right-of-Way Removal (ROW):

The Contractor shall remove all debris from the ROW of the County when directed to do so by the County. The Contractor shall use reasonable care not to damage any County or private property not already damaged by the storm event.

1.4 Right-of-Entry (ROE):

The Contractor will remove ROE debris from private property with due diligence, as directed by the County, only with FEMA prior approval. The Contractor also agrees to make maximum efforts to save from destruction items that the property owners wish to save. (I.e., trees, small buildings, etc.) The Contractor shall be responsible for all claims of damages to private property. The Contractor will exercise caution when working around public utilities (i.e., gas, water, electricity, etc.). Every effort will be made to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of property conduction the contracted services.

The **Contractor** will secure necessary permissions and waivers from the property owners as prescribed by the **County** for the removal debris from residential and/or commercial properties.

1.5 Demolition of Structures:

The Contractor will remove structures designated for removal by and the direction of the County. The Contractor agrees to remove these structures in a timely manner in order to satisfy public healthy and safety issues as determined by the **County** and/or Government.

1.6 Coordination

The Contractor will be responsible for coordinating all debris removal efforts with the **County** and the State Department of Transportation.

2. TERM

This Contract shall be valid through SEPTEMBER 10, 2008 to DECEMBER 31, 2011.

3. PAYMENTS TO CONTRACTOR

All payments to Contractor pursuant to this Contract shall be in the manner, and the rates specified in the "Fee Schedule an Payment Procedure" attached hereto as Exhibit "B" and made a part hereof for all purposes.

4. INSURANCE

Before commencing any of the work provided for herein, the Contractor shall submit to Tyler County certificates evidencing that insurance of the types and the amounts specified below and with companies acceptable to Tyler County has been obtained by the Contractor and Contractor shall maintain such insurance at all times during the Term of this Contract. The insurance coverage to be obtained and provided by Contractor extends to, and includes, the following:

- a. Worker's Compensation: Statutory Worker's Compensation coverage:
- b. Commercial General Liability: Commercial General Liability insurance written on a standard liability policy form with minimum limits of \$250,000.00 per occurrence bodily insurance liability, \$100,000.00 per occurrence for property liability, and \$500,000.00 coverage in aggregate:
- c. Automobile Liability: Comprehensive automobile liability insurance insuring all automobiles/vehicles, with minimum limits of liability of \$250,000.00 per occurrence of bodily injury, \$100,000.00 per occurrence for property damage and \$500,000.00 coverage in the aggregate;
- d. Umbrella Policy: Umbrella coverage in the amount of \$2,000,000.00 overlying commercial general liability and motor vehicle liability policies:
- e. Additional Insured: The policies and endorsements required hereunder shall be endorsed to name Tyler County as an additional insured; and
- f. General: All such certificates shall provide that said insurance will not be canceled during the Term of this Contract without thirty (30) days prior written notice to Tyler County.

5. INDEMNIFICATION PROVISION

If there is any claims for damages attributable to the negligence, errors or omissions of Contractor, its agents or employees, while providing the services provided for herein, it is understood and agreed that Contractor will indemnify and hold harmless Tyler County from and against any and all losses, costs, liability, damages and expenses arising out of, or having to do with, such claims,

6. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor and not an employee, agent or servant of Tyler County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to Tyler County shall be that of an independent contractor and not as employees or agents of Tyler County.

7. TERMINATION AND DEFAULT

This Contract may be terminated only in the following manner:

- a. This Contract may be terminated by Tyler County in whole or in part at any time such termination is deemed to be in the best interests of Tyler County. Tyler County also reserves the right to seek termination or cancellation of this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy. Tyler County further reserves the right to terminate or cancel this Contract in the event the Contractor makes and assignment for the benefit of Creditors;

- b. If Tyler County determines that the performance of the Contractor is not satisfactory, the County shall have the option of (i) immediately terminating the Contract, or (ii) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specific time, otherwise the Contract will be terminated at the end of such time. The Contractor shall be paid for all work satisfactory performed and not specified as the reason for deficiency; and
- c. If Tyler County requires termination of this Contract for reasons other than unsatisfactory performance of the Contractor, Tyler County shall notify the Contractor in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Contract is to be terminated. The Contractor shall be entitled to comprehensive for all services rendered or performed pursuant to this Contract through the date of termination.

8. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or occurring in the future; provided, that the cause, whether or not, enumerated in this paragraph, is beyond the control and without the fault or negligence of the party seeking relief under this paragraph.

9. NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

10. INSPECTION AND ACCEPTANCE OF COMPLETED WORK

Tyler County and Contractor agree as follows:

- a. Final inspection and acceptance of the cleanup services shall be the responsibility of the **County Judge or His Designee**. Any and all project services performed by the Contractor which do not meet standards will be re-performed by the Contractor at no additional charge to **Tyler County**.
- b. Any work not eligible according to FEMA regulations will not be paid for by **Tyler County**.

11. WAGE RATES

Contractor shall pay its employees at least the minimum wage rates and overtime wage rates as prescribed by the U.S. Department of Labor and Contractor shall require any of its subcontractors to pay their employees by at least the same standards. Contractor shall pay the wage rates for the various classes of labor employment directly on this project in accordance with U.S. Department of Labor General Wage guidelines. Intentional failure of the Contractor to pay these specified wage rates for workers directly employed on the project may subject the Contractor to penalty as specified in the **Texas** Government Code.

12. COMPLIANCE WITH CODES AND LAWS

Contractor shall comply with all applicable Federal, State and local laws, rules and regulations.

13. ASSIGNMENT

Neither this Contract nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of Tyler County; however, notwithstanding anything herein seemingly to the contrary, this prohibition shall not prevent the Contractor from utilizing subcontractors in the performance of the services and work the subject of this Contract.

14. SUCCESSORS AND ASSIGNS

Subject to the provision regarding Assignment, this Contract shall be binding upon the representatives, successors and assigns of the respective parties.

15. GOVERNING LAW

This Contract shall be governed by, and construed in accordance with, the laws of that State of Texas.

16. ENTIRE AGREEMENT

This Contract constitutes the entire understanding between the parties and supersedes any prior negotiations, discussion, agreements and understanding between the parties with respect to the subject matter of this Contract.

17. AMENDMENTS

This Contract may only be amended by means of a written document signed by both parties. A right created under this Contract may not be waived, except in writing, signed, by the party waiving the right.

18. LEGAL CONSTRUCTION

No provisions of this Contract shall be construed against or interpreted to the disadvantage of any party hereto by any Court or any other Court or other governmental or judicial authority by reason of such party having been deemed to have structured, written, drafted or dictated such provisions.

19. VENUE

This Contract is performable in Tyler County, Texas and the parties agree that in the event of any dispute concerning this Contract, venue for any cause of action arising out of this Contract shall be, and is, in Tyler County, Texas.

20. NOTICES

All notices required or permitted to be give hereunder, or given in regard to this Contract by one party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, or facsimile transmission, when delivered in person or the transmission is received at the address or facsimile set forth hereinafter for the party to whom notice is given, or (ii) in mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the party at the address hereinafter specified. Any party may change its address or facsimile number for notices by giving five (5) days advance written notice to the other party hereto in the manner provided for herein. Until changed in the manner provided for herein, the parties' respective address and facsimile numbers hereunder are as follows:

To Tyler County:

Atten: Jacques L. Blanchette, County Judge
100 Courthouse, Suite 102
Woodville, Texas 75979
Telephone: (409) 283-2141
Facsimile (409) 331-0028

To Contractor:

North American Procurement Co.
Atten: Lonnie Grissom, Jr.
P.O. Box 2279
Woodville, Texas 75979
Telephone: (409) 283-5355
Facsimile: (409) 283-5031

EXECUTED this 10th day of SEPT., 2008.

County of Tyler

CONTRACTOR:

North American Procurement Co.

By: Jacques L. Blanchette
Jacques L. Blanchette, County Judge

By: Lonnie Grissom, Jr.
Lonnie Grissom, Jr.

Address: 100 Courthouse, Suite 102
Woodville, Texas 75979

Address: P.O. Box 2279
Woodville, Texas 75979

(SEAL)

(SEAL)

ATTEST

Donece Gregory
Donece Gregory,
Tyler County Secretary

ATTEST:

FORM APPROVED:

Joe R. Smith
Joe R. Smith, District Attorney
Tyler County Attorney

EXHIBIT "A"

SCOPE OF WORK

1.1. **Debris Collection**

- 1.1.1 **Description of Work.** The work included in this phrase of the project will consist of furnishing all labor, equipment, transportation, materials and incidentals necessary to remove and dispose of debris in the specified manner. Debris is to be removed from all public property, public parks, public rights of ways, including street and maintained drainage rights of ways/easements and utility easements, 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-ways, public walkways, public trails, public picnic areas, public recreational areas and special events areas shall have damaged limbs and/or "hangers" removed as directed by 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 and Reduction Sites ("TDSRS") selected by Contractor, approved by the **County Judge or His Designee** and which are in compliance with all Federal, State and **Tyler County** requirements. Upon request from the **County Judge or His Designee**, the Contractor will provide copies of all receipts from the approved TDSRS.
- 1.1.2. **Debris Removal.** The Contractor shall, in accordance with applicable rights of entry, remove all debris, as herein defined, from public property and at the edge of the rights of way, to include the 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; provided, however, no hand loading operations will be allowed nor shall they occur. 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. Debris, for purposes of this Contract, means the following:
- (a) **Burnable Debris.** Burnable debris includes all biodegradable matter except that included in the following definition of non-burnable debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; tree stumps with base cut measurements less than 2 feet; untreated structural timber; untreated wood products; and brush.
- (b) **Non-Burnable Debris.** Non-burnable debris includes, but is not limited to, treated timber; plastic; glass, rubber products; metal products; sheet rock; cloth items; non-wood building materials; carpeting; recyclable debris including metal products (i.e. mobile trailer parts, household appliances (white metal), and similar items), or uncontaminated soil.
- 1.1.3. **Hauling.** Hauling will be done in a safe manner and in accordance with all public laws. All debris shall be properly secured. Any damage caused by debris falling from a Contractor's vehicle shall be Contractor's responsibility.
- 1.1.4. **Disposal.** All storm debris collected will be deposited at TDSRS selected by Contractor and approved by the **County Judge or His Designee**. All landfill disposal and other related fees will be the responsibility of **Tyler 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.
- 1.1.5. **Trees and Stumps.** Trees located within or extending in public property and rights of way shall have damaged limbs and/or "hangers" removed or damaged trees in the public property and rights of way with more than 50% crown damage shall be cut off at ground level and removed as directed by **Tyler County** personnel. If the tree is partially uprooted the tree and root ball shall be removed, and the resulting cavity shall be filled to the level of the surrounding ground with topsoil approved by the **County Judge or His Designee** and in accordance with FEMA policies and guidelines.

- 1.1.6. 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 paragraph 1.1.3 to preclude any debris loss during transport.
- 1.1.7 Final Cleanup. 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**.

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 Contract. At a minimum, one flag person shall be posted at each approach to all work areas.
- 2.1.3. 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 cleanup operations in or near the traveled way and to guide and direct drivers safely past the hazard area.
- 2.1.4. 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.
- 3.1.2. The work schedule shall be at least 6 days a week, Monday through Saturday, working at least 10 hours per day starting no earlier than 7:00 a.m.
- 3.1.3. Work will continue until final inspection and formal written acceptance of the cleanup services by the **County Judge or His Designee**.

4.1 Reporting for Debris Collection

- 4.1.1. The Contractor shall submit a weekly report to the County Judge or His Designee each week of the Contract. The report shall be submitted no later than 3:00 p.m. each Friday and shall include the requested information on the previous days 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 workweek.

4.1.2. Each Load Ticket for materials disposed of at designated landfills 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

5.1 Temporary Debris Staging and Reduction Sites 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 reduce and dispose of all materials in accordance with state, federal 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 TDSRS 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 Temporary Debris Staging and Reduction Sites 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 Contract. At a minimum, one flag person shall be posted at each approach to all work areas.

6.1.3. 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.

6.1.4. Equipment used for the 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.

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

7.1 **Work Performance for Temporary Debris Staging and Reduction Sites Management**

- 7.1.1 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 the debris site management operations.
- 7.1.2 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 Temporary Debris Staging and Reduction Sites 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 Contract shall be equipped with two signs: one attached to each side, with the Contractor's name and phone numbers 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 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, license or fees necessary to perform under the terms of this Contract.
- 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 obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the Contract. 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 subcontractor's actions or operations during the performance of this Contract. Correction for any such violations shall be at no additional cost to Tyler **County**.
- 9.1.6 The Contractor shall not solicit work for private citizens or other individuals within the affected/designated work areas during the period of this Contract 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 **Tyler County** property shall be repaired to the satisfactory 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 **Tyler County**. In addition, in the event FEMA does not pay for any eligible work performed by the Contractor pursuant to this Contract, the County may, in its sole discretion and if approved and allowed by the Tyler County Commissioners Court, pay for such work.

EXHIBIT "B"

FEE SCHEDULE AND PAYMENT PROCEDURE

1. FEE SCHEDULE: In consideration for the performance of the Scope of Work described in the Exhibit "A" of this Contract, Tyler County agrees to pay Contractor, and Contractor agrees to accept from Tyler County, the following fees:

- a. Emergency Clearance of Roads and Rights-of-Way: 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 Tyler County. Given the difficulty, almost impossibility, in quoting a unit price for this type of operation, the cost associated with the clearance of debris, as stated above, will be invoiced at the hourly rates set forth in the Exhibit "C" Hourly Rates Schedule attached hereto.

- b. Debris Collection and Temporary Debris Staging and Reduction Sites Management: In consideration for all of the debris collection, debris hauling and debris disposal services rendered by Contractor on behalf of Tyler County, as referenced and described in the Exhibit "A" Scope of Work, Tyler County agrees to pay Contractor, and Contractor agrees to be paid \$15.00 per cubic yard for all of such debris collected, hauled and disposed in accordance with the terms and provision of this Contract.

- c. Debris Disposal (i.e. White goods, demolition material and mulch): Tyler County also agrees to pay Contractor, and Contractor agrees to accept, the following additional fees associated with loading and transporting to dispose of debris located at a TDSRS:
 - (i) \$7.10 per cubic yard for each load hauled up to a 15 mile one way haul;
 - (ii) \$8.25 per cubic yard for a 16-30 mile one way haul;
 - (iii) \$9.10 per cubic yard for a 31-60 mile one way haul; and
 - (iv) \$14.15 per cubic yard for a 61-90 mile one way haul.

In addition, all costs associated with landfill disposal fees will be a pass-through cost, with Contractor invoicing Tyler County at actual cost, without any additional fees.

- d. Hazardous Tree Removal: Occasionally, Contractor may be called upon to perform additional services involving hazardous tree removal from public use areas. The removal of dangerous and leaning trees is a unique process requiring specialized equipment as such, this process required unique documentation and costing. Tyler County and Contractor will measure each tree three (3) feet above ground level to determine the diameter of the trunk. Once the diameter is established, the tree will be physically removed by the best means available. The tree will be photo documented by Tyler County and recorded on a specific log provided by the Contractor. Once the tree is removed or cut into manageable portions, the tree will be removed to a staging area on site to be loaded and hauled for processing. The loading, hauling and processing of the trees removed to the staging area will be conducted under Contractor's current curbside collection operations under way at the unit price stipulated in this Contract. In addition to this standard unit price, Contractor shall invoice Tyler County for the removal of dangerous or leaning trees and

placement at an on site staging area for removal under the curbside collection portion of this Contract at the following rates:

Up to 23" in diameter	\$30.00	per tree
From 24" to 35" in diameter	\$250.00	per tree
From 36" to 48" in diameter	\$400.00	per tree
Over 48" in diameter	\$650.00	per tree

The removal of hanging or broken limbs (greater than 2" in diameter and 2' or greater in length) will be conducted for a cost of \$65.00 per tree (no matter how many limbs are removed) up to a height of 75'. The limbs will be removed to an on site staging area for removal under the curbside collection portion of this Contract.

In addition, the costs associated with the removal of hazardous stumps will be additionally invoiced utilizing the following categories:

Up to but less than 6 inch diameter	\$15.00	per cubic yard
6 inch diameter and up, but less than 12 inches	\$15.00	per cubic yard
12 inch diameter and up, but less than 24 inches	\$15.00	per cubic yard
24 inch diameter and up, but less than 48 inches	\$350.00	per stump
Equal to or greater than 48 inch diameter	\$650.00	per stump

- e. Fill Dirt: The Contractor shall also invoice Tyler County the market price for acquiring back-fill material to level holes that pose immediate threats to the life, health and safety of the community. The fill will be quantified by the cubic yard and the placement of the back-fill material will be invoiced utilizing the hourly rate listed in the Exhibit "C" attached hereto.

2. **INVOICE PAYMENT:** On or before the 5th day of each month, the County Judge or his designee shall prepare a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month. Tyler County shall then pay the Contractor on or before the last day of the current month the total amount of the County Judge or his designee's statement, less the sum of all previous payments.

EXHIBIT "C"

HOURLY RATES

Hourly Rates to be applied to Scope of Services as referenced above. The rates below include mobilization, de-mobilization, fuel, maintenance, lodging, per diem, overtime and all other direct costs associated with providing the scope of service.

Equipment Description (with Operators)	Unit		Unit Price
Up to 15-ton Crane	Hour	\$	295.00
Stump Grinder	Hour	\$	190.00
50' Bucket Truck	Hour	\$	195.00
Self Loading Knuckle Boom Truck	Hour	\$	180.00
Track Hoe – John Deere 690 or equivalent	Hour	\$	180.00
Excavator	Hour	\$	250.00
John Deere 544 or equivalent	Hour	\$	135.00
Equipment Transporters	Hour	\$	115.00
Service Truck	Hour	\$	75.00
Bobcat Loader or equivalent	Hour	\$	75.00
Tractors with box Blade	Hour	\$	50.00
20 Cubic Yard or less Dump Truck	Hour	\$	60.00
20-30 Cubic Yard Dump Truck	Hour	\$	90.00
31-60 cubic Yard Dump Truck	Hour	\$	120.00
61-100 Cubic Yard Dump Truck	Hour	\$	175.00
6 Wheel Articulating Truck	Hour	\$	195.00
Volvo 120E Loader	Hour	\$	190.00
D-4 Dozer or equivalent	Hour	\$	140.00
D-6 Dozer or equivalent	Hour	\$	175.00
D-7 Dozer or equivalent	Hour	\$	235.00
D-8 Dozer or equivalent	Hour	\$	255.00
4 Wheel Drive Lift for Tower	Hour	\$	70.00
Light Plants	Hour	\$	48.00
Skidder 648 E or equivalent	Hour	\$	180.00
Front End Loader 544	Hour	\$	160.00
Front End Loader 644	Hour	\$	180.00
Rubber Tire Backhoe	Hour	\$	120.00
Bob Cat Track 80+ HP	Hour	\$	110.00
Diamond Z or equivalent Tub Grinder	Hour	\$	550.00
Personnel Description	Unit		Unit Price
Climber with Gear	Hour	\$	115.00
Superintendent with Truck	Hour	\$	65.00
Foreman with Truck	Hour	\$	65.00
Safety Superintendent	Hour	\$	65.00
Operator with Chainsaw	Hour	\$	35.00
Survey Personnel with Vehicle	Hour	\$	40.00
Traffic Control Personnel	Hour	\$	31.00
Inspector with Vehicle	Hour	\$	42.00
Laborers	Hour	\$	31.00

September 10, 2008 8:30 AM

Commissioner's Court Meeting returned from being recessed.

Judge Blanchette reopened the meeting from being recessed.

Judge Blanchette asked District Attorney Joe Smith if he had looked over the Predisposition contract as presented by NAPCO. District Attorney Joe Smith stated that he had reviewed the contract and was satisfied with the way it read. He did ask that if the Commissioner's Court acted on it to approve giving Judge Blanchette the authority to sign any amendments and addendums without having to bring it before Commissioner's Court. He stated that when amendments have to be made time is of the essence. Commissioner Hughes said that if the District Attorney was satisfied with the contract he was too. Judge Blanchette asked if Lonnie Grissom would like to say anything. Lonnie Grissom stated that he would like the full cooperation of the Commissioners, Law Enforcement Entities and all the County Offices. He said it was important that we all work together for the good of the county. He stated that he knew the County officials and knew their concern was for Tyler County.

District Attorney Joe Smith added that the contract stated 25% use of local help and equipment based on availability and references. He also stated that the contract was from September 9, 2008 thru December 31, 2011. The contract could be cancelled by either party at anytime by giving written notice. Commissioner Marshall asked exactly what it would cover. District Attorney Joe Smith stated it was debris only but that it covered every phase of removal. He said last time the contract only covered basic debris removal and that they had to do several contracts for each phase. This contract covers it all.

Judge Blanchette asked if Assistant District Attorney Lou Cloy had any comment. She stated that last time was a learning curve for everyone and that if the county called for a mandatory evacuation that law enforcement & emergency management needed a list of the employees that would be removing the debris so that they would be allowed back into the county. District Attorney Joe Smith said that would definitely be necessary.

Judge Blanchette asked if District Attorney Joe Smith had checked over item #5. It was noted that a typographical error had been made on the first word and further down in the paragraph it said "even" where it should have been "event". Joe Smith stated it would be corrected.

A motion was made by Commissioner Rusty Hughes to approve the contract with NAPCO and give the County Judge the authority to sign any amendments or addendums that may be necessary. A second was made by Commissioner Jack Walston. All voted yes and none no.

Commissioner Joe Marshall said we would need to locate monitors if they were needed.

. X Martin & Joyce

8.30 Am Commissioners Court

Pre Position Debris

Joe Smith - looked over contract
presented NAPCO
Satisfied

Passes on contract
please give the judge the
authority to sign amendments to the
Contract

Time is of the essence

Rusty Hughes - said if the DA
was satisfied he was too.

Lonnie Gressom -
full cooperation

if we work together police Dept, Sheriff Dept, Commissioner
Auditor Clerk

Knows Tyler County Officials

Joe Smith

(to use local help
& equipment
when available)

Add^{ed} - taken follow
into consideration

25% based
on location & availability
of references

Sept 9 '08 - Dec 31
2011
either party can
cancel with
written
notice

~~Satisf~~

H. Teronades winds rain
satisfied with it.

Joe Marshall

does (only) debris removal
work
on culverts & bridge.

Joe Smith NO

last time we had just
the basics

had to do several
contract for each phase

Pick up
Deposal

Learn - learning curve

J. Smith - if mandatory evac

need list of workers
if forced to evac.

J. Marshall
~~Smith~~

Judge asked J. Smith
item #5 be checked

type - first word

In the event instead of
in the event.

(M) Rusty Hughes

Amendments or
additions to
the c

(J) Jack Walston WAPCO

To Contract

J. Marshall - ^{need} locate monitors
if they are needed

Dumpsites - use old landfill - need better location
in Colmesneil - can't turn over old landfills because of
methane gas

w/ H adv 8:55



TYLER COUNTY COMMISSIONERS COURT

September 9, 2008 Tyler County Courthouse, Room 101
10:30 A.M. Woodville, Texas

NOTICE Is hereby given that a *Emergency Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed:

AGENDA

➤ CALL TO ORDER

- Establish quorum

CONSIDER/APPROVE: **Predisposition contract** to provide for services and materials required for removal and disposition of storm related debris in the event of a disaster occurring in Tyler County.

➤ ADJOURN


Jacques L. Blanchette
County Judge

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Article 6252-17, V.T.C.S.

Executed on Sept. 9 2008 TIME 8:15

Donece Gregory, Tyler County Clerk

By:  (Deputy)



TYLER COUNTY COMMISSIONERS COURT

September 9, 2008 Tyler County Courthouse, Room 101
10:00 A.M. Woodville, Texas

NOTICE Is hereby given that a *Emergency Meeting* of the Tyler County Commissioners Court will be held on the date stated above, at which time the following subjects will be discussed;

AGENDA

➤ **CALL TO ORDER**

- Establish quorum

CONSIDER/APPROVE: Predisposition contract to provide for services and materials required for removal and disposition of storm related debris in the event of a disaster occurring in Tyler County.

➤ **ADJOURN**


Jacques L. Blanchette
County Judge

I do hereby certify that the above Notice of Meeting of the Tyler County Commissioners Court is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice in the Tyler County Courthouse at a place readily accessible to the general public at all times and that said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, as is required by Article 6252-17, V.T.C.S.

Executed on Sept 8 2008 TIME 4:30

Donece Gregory, Tyler County Clerk

By: Deane Green (Deputy)

NO. _____ TIME _____

SEP 08 2008
DONECE GREGORY, COUNTY CLERK
TYLER COUNTY
By _____



PROCLAMATION

BY THE
County Judge of the County of Tyler

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, JACQUES L. BLANCHETTE, County Judge of Tyler County, Texas, do hereby upon the certification by, RICK PERRY, Governor of Texas, that *Hurricane Ike* poses a threat of imminent disaster along the Texas Coast including Tyler County acknowledge this threat beginning September 9, 2008 and continuing for a period of not more than seven days, unless the same is continued by consent of the Tyler County Commissioners Court.

THEREFORE, in accordance with the authority vested in my by Section 418.108 of the Texas Government Code, I do hereby declare a state of disaster based on the existence of such threat and direct all necessary measures both public and private as authorized set forth in the County Emergency Plan established under Section 418.106 of the code be implemented to meet that threat.

As provided in Section 418.108e all rules and regulations that may inhibit or prevent prompt response to this threat are suspended for the duration of the state of disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of County to be affixed at my Office in the City of Woodville, Texas, this the 9th day of September, 2008


JACQUES L. BLANCHETTE
County Judge, Tyler County

Attested by:


DONCECE GREGORY
County Clerk, Tyler County

NO. _____ TIME 5:20 PM
SEP 09 0
DONCECE GREGORY, COUNTY CLERK
TYLER COUNTY, TEXAS
