

STATE OF TEXAS §

HURRICANE LAURA

COUNTY OF SABINE §

EMERGENCY DISASTER #: M-3540

**AGREEMENT FOR DISASTER DEBRIS
DISPOSAL WITHIN A COUNTY**

This Agreement is made between Big 4, Inc., a Texas Corporation (“Company”), and Sabine County, Texas (“County”) for the disposal of disaster debris from and within Sabine County, Texas during a local disaster to relieve the necessity of citizens of disposal of storm debris or to preserve property within the county.

BACKGROUND

Section 418.023 of the Government Code authorizes the Emergency Management Council to utilize any state agency to clear or remove debris or wreckage from public or private land or water if it threatens public health or safety or public or private property in a state of disaster declared by the governor or major disaster declared by the president of the United States.

The County has determined that emergency debris removal is necessary to assure that citizens are served and protected.

The Texas Department of Transportation (TxDOT) is removing this debris and a site must be procured to accept and dispose of this debris.

Federal Emergency Management Administration (“FEMA”) and/or Federal Highway Administration (“FHWA”) may be expected to reimburse Sabine County for the charges incurred by Company under this Agreement.

Therefore, the parties agree as follows:

AGREEMENT

1. PERIOD OF AGREEMENT

This Agreement becomes effective when signed by the last party whose signing makes this Agreement fully executed. This Agreement shall remain in effect until each party’s obligations under this Agreement are fulfilled or 90 days from the date of execution of this agreement, whichever is earlier. This agreement will terminate automatically if or when Company’s total invoices reach \$40,000.

2. COMPENSATION

County shall pay the Company as follows for work performed under this Agreement.
Use of the McGee Pit at 1107 St. Hwy 21, Milam, Texas 75959, owned wholly by Company, daily use fee - \$200.00.
Equipment operator - \$37.00 per hour
Pit personnel - \$31.00 per hour
D6 Dozer Equipment Fee - \$60.00 per hour

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Track Hoe Equipment Fee - \$60.00

This contract shall automatically terminate if the total contract services rendered to he county by the Company at the above rates reach \$40,000.00.

3. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

Company shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

4. INSURANCE REQUIREMENTS

Company shall provide all required County certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the County as an additional insured and shall provide that the policy require the insurance carrier to notify the County a minimum of thirty (30) days in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below.

Required Insurance:

- a. Commercial general liability insurance, naming the County as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:
 - \$2,000,000 general liability (includes products and personal, etc.)
 - \$1,000,000 fire damage
 - \$1,000,000 automobile damage
 - \$500,000 workers compensation employers' liability
 - Statutory limits for workers compensation

Insurance coverage shall be on an "occurrence basis"

5. TERMINATION

This Contract shall terminate automatically upon completion of the Work by Company. The expiration of 90 days from the date of signing this agreement, or in the event that the fees, compensation and equipment charges equal \$40,000. This Contract may be terminated prior to completion of the Work by either party upon 30 days written notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the County shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, County shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the County all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Company or its subordinates and the County may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the County from Company is determined.

6. FORCE MAJEURE

No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

7. INDEMNIFICATION

FOR CONSIDERATION RECEIVED, Company shall, to the extent allowable, indemnify, save and hold the County harmless, including County's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the County. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the County and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. REPORTS AND INFORMATION

Company, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

9. INDEPENDENT CONTRACTORS

The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

10. PERMITS

Company shall obtain all necessary permits for completing the project at no costs to the County. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

11. PROTECTION OF PERSONS AND PROPERTY

Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

12. ASSIGNMENT

Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

13. CONSTRUCTION

In the event that any provision of the Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

14. NO WAIVER

The Failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

15. ENTIRE AGREEMENT

This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract. The contractor, by signing this agreement, acknowledges the County is entering into this contract in its governmental capacity, and not a proprietary capacity.

16. SEVERABILITY CLAUSE

The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

17. ATTORNEY'S FEES

In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

18. APPLICABLE LAW, VENUE AND JURISDICTION

This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Sabine County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work.

19. NOTICES

All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A party's notice address may

be changed from time to time by that party's providing written notice to the other. A copy of the notice to the County shall be sent to:

County Judge
Daryl Melton
P. O. Box 716
Hemphill, Texas 75948

Big 4 Inc., a Texas Corporation
Melissa J. McGee Munguia
301 Worth St.
Hemphill, Texas 75948

Each party is signing this agreement on the date stated opposite that party's signature.

SABINE COUNTY, TEXAS

Date: _____ By: Daryl Melton
Daryl Melton, County Judge

Date: 9/17/20 By: Melissa J. McGee Munguia
Melissa J. McGee Munguia
President of Company, Inc.

This Contract is entered in a public calamity pursuant to §262.024 (a)(1) of the Texas Local Gov't Code.

APPROVED BY COMMISSIONER'S COURT:

Thomas H. Clark
Tommy Clark, Commissioner Pct. 1

Jimmy McDaniel
Jimmy McDaniel, Commissioner Pct. 2

Charles Ellison
Butch Ellison, Commissioner Pct. 3

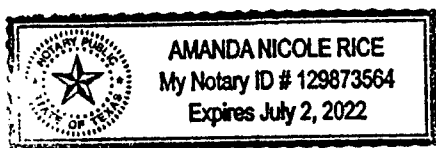
James Lowe
James "Bubba" Lowe, Commissioner Pct. 4

BY EXECUTION OF THIS AGREEMENT, Company ACKNOWLEDGES RECEIPT OF
A COPY OF THIS CONTRACT

THE STATE OF TEXAS §
 §
SABINE COUNTY §

On this day, BEFORE ME, the undersigned, personally appeared ^{Melissa J.} Mc Gee Munguia of Big 4, Inc, A Texas Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on this instrument, the individual, or the person upon behalf of which the individual acted executed the instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of September, 2020.



Amanda Nicole Rice
Notary Public in and for
The State of Texas

DEBARRED VENDOR LIST

The following vendors shown below are debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

Last updated: 8/17/20

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1760677671800	Texas Code Blue 5550 Eastex Fwy, Suite # L Beaumont, TX 77708-5300	October 24, 2016	5 Years

Approval Notification for Temporary Debris Management Site - SabineCounty (Big 4 Inc.)

From: Charlie Adams <charlie.adams@tceq.texas.gov>
Sent: Fri, Sep 18, 2020 at 8:29 am
To: cookie.cryer@co.sabine.tx.us, daryl.melton@co.sabine.tx.us
Cc: Abby Lytle

The TCEQ Region-10 Office has received a Temporary Debris Management Site Application Form from Sabine County for Big 4 Inc, State Highway 21 1107, Bronson, Texas, 75930, Sabine County, to begin staging/stockpiling vegetative debris generated from Hurricane Laura.

This site is available for immediate use as a Temporary Debris Management Site.

A TCEQ Temporary Debris Management Site Approval Letter will be issued to all parties by mail on Friday, September 18, 2020.

Please be aware that each debris pile is to be no more than 4,000 cubic yards and the site is to be manned or fenced at all times.

Please also note that weekly site visits will be conducted at the site by the TCEQ Region-10 Office until the site is closed by the TCEQ.

Please feel free to contact the TCEQ Region-10 Waste Program by electronic mail or phone if you have any further questions.

Charlie Adams
Waste Section Manager
Region 10 - Beaumont
Texas Commission on Environmental Quality
409.899.8788
409.504.3379

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Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The law applies (with a few exceptions) only to a contract between a business entity and a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Changed or Amended Contracts:

Form 1295 is only required for a change made to an existing contract in certain circumstances: (1) if a Form 1295 was not filed for the existing contract, then a filing is only required if the changed contract either requires an action or vote by the governing body or the value of the changed contract is at least \$1 million; or (2) if a Form 1295 was filed for the existing contract, then another filing is only required for the changed contract if there is a change to the information disclosed in the Form 1295, the changed contract requires an action or vote by the governing body, or the value of the changed contract increases by at least \$1 million.

As required by law, the Commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The Commission also adopted rules (Chapter 46) to implement the law. The Commission does not have any additional authority to enforce or interpret section 2252.908 of the Government Code.

Filing Process:

A business entity must use the Form 1295 filing application the Commission created to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing."

An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct.

The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Acknowledgement by State Agency or Governmental Entity:

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The governmental entity or state agency must acknowledge receipt of the filed Form 1295 with the certification of filing, using the Commission's filing application, not later than the 30th day after the date the governing body or state agency receives the Form 1295. The Commission will post the completed Form 1295 to its website within seven business days after the governmental entity or state agency acknowledges receipt of the form.

Additional Information:

Section 2252.908, Government Code.

Certificate of Interested Parties (Form 1295)**

****This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted!**

Chapter 46, Ethics Commission Rules (includes new rule 46.4, regarding changes to contracts, which went into effect on January 1, 2017)

Frequently Asked Questions

Last Revision: December 21, 2017

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 3110 S First Street Lufkin TX 76102	CONTACT NAME: Shea Diaz, CISR	
	PHONE (A/C, No, Exl): 254-870-2994	FAX (A/C, No): 936 639-2918
E-MAIL ADDRESS: sdiaz@higginbotham.net		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : BITCO General Insurance Corporation		20095
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Big 4, Inc.
301 Worth St.
Hemphill TX 75948

BIG411

COVERAGES **CERTIFICATE NUMBER: 1300292267** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3689635	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP3689637	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2817629	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3689640	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Worksite Pollution			CLP3689635	1/1/2020	1/1/2021	Each Incident \$100,000
A	*Rented/Leased Equipment			CLP3689636	1/1/2020	1/1/2021	1,000,000 Ded: 2%

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Rented/Leased Equipment \$100,000 per item/\$300,000 Aggregate - Deductible 2%

The General Liability policy includes a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

See Attached...

CERTIFICATE HOLDER	CANCELLATION
Sabine County 201 Main Street Hemphill TX 75948	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Big 4, Inc. 301 Worth St. Hemphill TX 75948	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status

General Liability Policy includes a blanket 30 day notice of cancellation to the certificate holder providing 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium only when there is a written contract between the named insured and the certificate holder that requires it.

The Business Auto policy includes a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Business Auto policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Business Auto Policy includes a blanket 30 day notice of cancellation to the certificate holder providing 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium only when there is a written contract between the named insured and the certificate holder that requires it.

Workers' Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature to any person or organization for whom the Named Insured has agreed by written contract to furnish a waiver.

Workers' Compensation Policy includes a blanket 30 day notice of cancellation to the certificate holder providing 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium only when there is a written contract between the named insured and the certificate holder that requires it.

Umbrella Policy list the Auto, General Liability and Work Comp as underlying policies.

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County of Sabine §

I hereby certify that these documents were filed and duly recorded in the Commissioner Court Minutes of Sabine County, Texas.



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Janice McDaniel ~ County Clerk
By: Angie Doney
Deputy

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