

Contract for Disaster Debris Removal Reduction, Disposal, and Other Emergency Debris Related Services

THIS CONTRACT is made this the _____ day of _____, 2022 by and between **CrowderGulf, LLC** (herein referred to as "**Contractor**") and the **City of Coppell** a political subdivision of the **State of Texas** (herein referred to as "**City**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **City** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **City** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **City** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **City** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public-school properties, including any other locally owned facility or site as may be directed by the **City**. Contracted services will only be performed when requested and as designated by the **City**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **City** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **City**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **City** when directed to do so by the **City**. The Contractor shall use reasonable care not to damage any **City** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **City** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal *(if implemented by the City)*:

The Contractor will remove ROE debris from private property with due diligence, as directed by the **City**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **City** to mark these utilities but the **City** 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 properly conducting the contracted services.

1.5 Demolition of Structures *(if implemented by the City)*:

The Contractor will remove structures designated for removal by and at the direction of the **City**. The Contractor agrees to remove in a timely manner all structures as determined by the **City** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **City** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **City** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **City**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **City**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **City's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **City**, as additional insured, while working within the boundaries of the **City**.

2.3.4 Worker's Compensation:
◆ Coverage per **City** requirements.

2.3.5 Automobile Liability:
◆ Coverage per **City** requirements.

2.3.6 Comprehensive General Liability:
◆ Coverage per **City** requirements.

2.3.7 Insurance Cancellation / Renewal:
The Contractor will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:
The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **City's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:
When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:
The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:
The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5.1 Extensions (optional):

In as much as this is a “time is of the essence” based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **City** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract:

The term of the Contract shall be for three five (5) consecutive years beginning on the date of acceptance by and signatures of the **City** and Contractor, whichever comes later.

3.7 Contract Termination:

This Contract shall terminate upon 30 thirty days written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **City** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **City** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **City** with the development of debris-based PSA(s), if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **City** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **City's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **City**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **City** and Contractor. Other sites may be utilized as directed and/or approved by the **City**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 FEMA PROVISIONS

1. **Equal Employment Opportunity.** CONTRACTOR shall comply with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 1 1375, "Amending Executive Order 1 1246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. 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.

(2) CONTRACTOR will, all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge 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 CONTRACTOR's legal duty to furnish information.

(4) 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 CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) 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.

(7) In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of the Purchase Order or with any of the said rules, regulations, or orders, this Purchase Order may be canceled, terminated, or suspended in whole or in part and 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.

(8) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Purchase Order.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C.276c).

- (1) Contractor. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Addendum.
- (2) Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontractors the clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).

(1) All transactions regarding the Purchase Order shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146- 3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this Section, CONTRACTOR, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this Section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this Section.

(3) Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (1) of this Section.

(4) Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this Section.

5. Clean Air Act (42 U.S.C. 7401 et seq.)

(1) CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. 6

6. The Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

(1) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. 7

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8. Debarment and Suspension (E.O.s 12549 and 12689).

(1) The Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while the Purchase Order is valid. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Procurement of Recovered Materials.

(1) In the performance of the Purchase Order, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA - designated items unless the product cannot be acquired: a. Competitively within a time frame providing for compliance with the contract performance schedule.

b. Meeting contract performance requirements; or C. At a reasonable price. (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. (3) The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act

10. Access to Records.

(1) CONTRACTOR agrees to provide CITY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) CONTRACTOR agrees to provide the FEMA Administrator his authorized representatives access to construction or other work sites pertaining to the work being completed under the Purchase Order

(4) In compliance with the Disaster Recovery Act of 2018, the CITY and CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11 Use of DHS Seal, Logo, and Flags. The CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

12. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

13. Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

14. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

15. 2 CFR Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as required by the provisions of 24 CFR Part 570.503 (b) (4) and 24 CFR Part 570.502.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor's crews shall be as directed by the **City** and will be limited to properties located within the **City** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **City** and/or unscheduled passes of each area impacted by the storm event. The **City** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **City**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **City**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the **City**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

5.11 Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **City**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **City** and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **City** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **City** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **City**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **City** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **City**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **City** and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **City** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **City**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 See RFP Fee Schedule

7.2 Billing Cycle:

The Contractor shall invoice the **City** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The **City** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **City** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **City** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and **City** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **City** for such loads.

7.5 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **City** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

The Contractor may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **City**.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: CrowderGulf
5629 Commerce Blvd E
Mobile, AL 36619
800-992-6207
jramsay@crowdergulf.com

City/County/Town: City of Coppel
Address 255 Parkway Blvd.
City, ST Zip Coppel, Texas 75019
Phone (972) 462-0022
Websitel www.coppelltx.gov

8.2 Applicable Law:

The laws of the **State of Texas** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Denton County, Texas, and the Contract shall be interpreted by the laws of Texas.

8.3 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf, LLC.

City of Coppell, TX

By: _____
Name:

By: _____
Name:

Title: _____

Title: _____

ATTEST:

ATTEST:

Name:

Name:

**EXHIBIT “A”
RATE SCHEDULE**

| Category | Field Name and Description | Unit | Amount |
|--|---|------|---------|
| Vegetative Collect and Haul to DMS | 0-15 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i> | CY | \$7.90 |
| | 16-30 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i> | CY | \$8.00 |
| | 31-60 Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i> | CY | \$8.25 |
| | 60 + Miles Veg from Right-of-Way (ROW) to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance of 60+ miles</i> | CY | \$8.75 |
| Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense) | 0-15 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i> | CY | \$9.50 |
| | 16-30 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i> | CY | \$9.75 |
| | 31-60 Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i> | CY | \$10.25 |
| | 60 + Miles Veg from Right-of-Way (ROW) to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i> | CY | \$10.95 |
| Management and Reduction | Grinding <i>Grinding/chipping vegetative debris</i> | CY | \$2.90 |
| | Air Curtain Burning <i>Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)</i> | CY | \$2.00 |
| | Air Curtain Burning <i>Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)</i> | | \$2.20 |
| | Open Burning <i>Open Burning vegetative debris</i> | CY | \$1.80 |
| | Compacting <i>Compacting vegetative debris</i> | CY | \$2.50 |
| | Debris Management Site Management <i>Preparation, management, and segregating at DMS</i> | CY | \$1.15 |
| Haul of Reduced Material from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense) | 0-15 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i> | CY | \$3.00 |
| | 16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i> | CY | \$3.95 |
| | 31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i> | CY | \$4.50 |
| | 60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i> | CY | \$5.00 |

| Category | Field Name and Description | Unit | Amount |
|---|---|------|----------|
| C&D Collect and Haul from ROW to DMS | 0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance up to 15 miles | CY | \$7.90 |
| | 16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 16 and 30 miles | CY | \$8.00 |
| | 31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance between 31 and 60 miles | CY | \$8.25 |
| | 60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) C&D collect and remove for a haul distance of 60+ miles | CY | \$8.75 |
| Haul of C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense) | 0-15 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles | CY | \$3.50 |
| | 16-30 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles | CY | \$4.50 |
| | 31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles | CY | \$5.50 |
| | 60 + Miles C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles | CY | \$7.00 |
| | | | \$155.75 |
| Haul of Compacted C&D from DMS to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense) | 0-15 Miles Compacted C&D from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance up to 15 miles | CY | \$3.00 |
| | 16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles | CY | \$4.00 |
| | 31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles | CY | \$5.00 |
| | 60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition C&D collect and remove for a haul distance of 60+ miles | CY | \$5.95 |
| C&D Collect and Haul from ROW to Final Disposition | 0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance up to 15 miles | CY | \$10.00 |
| | 16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 16 and 30 miles | CY | \$10.50 |
| | 31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance between 31 and 60 miles | CY | \$11.50 |
| | 60 + Miles C&D from Right-of-Way (ROW) to Final Disposition C&D collect and remove for a haul distance of 60+ miles | CY | \$12.50 |
| Management and Reduction | Compacting Compacting C&D debris | CY | \$2.50 |
| | Debris Management Site Management Preparation, management, and segregating at DMS | CY | \$1.15 |

| Category | Field Name and Description | Unit | Amount | |
|---|--|---|----------|---------|
| Tree Operations | Hazardous Tree 6" - 12" <i>Hazardous tree removal for 6 - 12 inch's truck diameter measured at 4.5 ft. above ground level</i> | Per Tree | \$35.00 | |
| | Hazardous Tree 13" - 24" <i>Hazardous tree removal for 13 - 24 inch's truck diameter measured at 4.5 ft. above ground level</i> | Per Tree | \$70.00 | |
| | Hazardous Tree 25" - 36" <i>Hazardous tree removal for 25 - 36 inch's truck diameter measured at 4.5 ft. above ground level</i> | Per Tree | \$130.00 | |
| | Hazardous Tree 37" - 48" <i>Hazardous tree removal for 37 - 48 inch's truck diameter measured at 4.5 ft. above ground level</i> | Per Tree | \$175.00 | |
| | Hazardous Tree 49+ <i>Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level</i> | Per Tree | \$230.00 | |
| | Trees with Hazardous Limbs <i>Hazardous Hanging Limb removal greater then 2"</i> | Per Tree | \$75.00 | |
| | Hazardous Stumps >24" - 36" <i>Hazardous stump removal for a 24-36 inch stump diameter</i> | Per Stump | \$90.00 | |
| | Hazardous Stumps >37" - 48" <i>Hazardous stump removal for a 37-48 inch stump diameter</i> | Per Stump | \$140.00 | |
| | Hazardous Stumps >49" <i>Hazardous stump removal for a 49+ inch stump diameter</i> | Per Stump | \$200.00 | |
| | Stump Fill Dirt <i>Fill and compact dirt for stump holes after removal</i> | CY | \$15.00 | |
| | Specialty Removal | Waterway Debris Removal <i>Debris Removed from canals, rivers, creeks, streams, and ditches</i> | CY | \$34.00 |
| | | Sand Collection and Screening <i>Pick-up, screen, and return debris laden sand/mud/dirt/rock</i> | CY | \$10.00 |
| Silt/Sand Removal <i>Removal of silt or sand that creates a threat to public health and safety</i> | | CY | \$12.00 | |
| Vehicle Removal from Public Property <i>Removal, storage, and disposal of eligible vehicle per State Laws</i> | | Unit | \$50.00 | |
| Vessel Removal (Land) <i>Removal, storage, and disposal of eligible vessel from public property per State Laws</i> | | Unit | \$10.00 | |
| Vessel Removal (Marine) <i>Removal, storage, and disposal of eligible vessel from public waterways per State Law</i> | | Unit | \$25.00 | |
| Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i> | | Pound | \$1.50 | |
| ROW White Goods Removal <i>Pick-up and haul of white goods to disposal site</i> | | Unit | \$35.00 | |
| Freon Management <i>Freon management and recycling</i> | | Unit | \$25.00 | |
| Electronic Waste <i>Removal of electronic debris that contains hazardous materials, such as cathode ray tubes. Includes computers, monitors, TVs, radios, microwaves, and other electronic items</i> | | Unit | \$25.00 | |
| Putrescent Waste <i>Removal of spoiled food items, or debris that will decompose or rot</i> | | Pound | \$6.00 | |
| Hazardous Household Waste <i>HHW removal and disposal</i> | | Pound | \$6.00 | |

| Category | Field Name and Description | Unit | Amount |
|---|--|-------|---------|
| | Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)</i> | Pound | \$6.00 |
| | Small Engines/Lawn Mowers <i>Collect and remove small engines, lawn mowers, or other motorized items that can be recycled</i> | Unit | \$15.00 |
| PPDR Vegetative Collect and Haul to DMS | 0-15 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance up to 15 miles</i> | CY | \$12.00 |
| | 16-30 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i> | CY | \$12.25 |
| | 31-60 Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i> | CY | \$12.50 |
| | 60 + Miles Veg from Private Property to Debris Management Site (DMS) <i>Vegetative collect and remove for a haul distance of 60+ miles</i> | CY | \$13.50 |
| PPDR Vegetative Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense) | 0-15 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance up to 15 miles</i> | CY | \$13.50 |
| | 16-30 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance between 16 and 30 miles</i> | CY | \$13.75 |
| | 31-60 Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance between 31 and 60 miles</i> | CY | \$14.00 |
| | 60 + Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i> | CY | \$15.00 |
| PPDR C&D Collect and Haul to DMS | 0-15 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance up to 15 miles</i> | CY | \$12.00 |
| | 16-30 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 16 and 30 miles</i> | CY | \$12.25 |
| | 31-60 Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 31 and 60 miles</i> | CY | \$12.50 |
| | 60 + Miles C&D from Private Property to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance of 60+ miles</i> | CY | \$13.50 |
| PPDR C&D Collect and Haul to Final Disposition (Tipping Fees to be Paid as a Pass Through Expense) | 0-15 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance up to 15 miles</i> | CY | \$13.50 |
| | 16-30 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i> | CY | \$13.75 |
| | 31-60 Miles C&D from Private Property to Final Disposition <i>C&D collect and remove for a haul distance between 31 and 60 miles</i> | CY | \$14.00 |
| | 60 + Miles C&D from Private Property to Final Disposition <i>collect and remove for a haul distance of 60+ miles</i> | CY | \$15.00 |

| Category | Field Name and Description | Unit | Amount |
|---------------------------------|---|------|--------|
| | | | |
| Demolition of Private Structure | Demolition of Eligible Private Structure <i>Inspect, secure, prepare, and safeguard surrounding area from hazards, e.g. dust (haul rates for PPDR apply)</i> | SF | \$3.95 |