

DEBRIS REMOVAL CONTRACT

THIS CONTRACT is made and entered this the ____ day of _____ 2022, by and between the **City of Coppel**, a political subdivision of the State of Texas, (hereinafter referred to as “CITY”) and **TFR Enterprises, Inc.**, a corporation duly authorized to do business in the State of Texas, (Hereinafter referred to as (“CONTRACTOR”).

For and in consideration of mutual promises to each as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in the City of Coppel Request for Proposal regarding debris removal. **Work will commence only upon a City issued Notice to Proceed.** “Exhibit A” (TFR Enterprises, Inc.’s response to City’s RFP) and the Request for Proposal are hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance. Work of this contract shall be completed within 180 days of the date of the Notice to Proceed.
2. **TERM OF CONTRACT.** The term of the Contract for Services shall be 12 months from date of award.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit invoices to CITY weekly and shall receive from CITY the amounts set forth in “Exhibit A” being the applicable unity prices multiplied by those quantities agreed to by the CITY’s appointed Debris Monitor.

CITY agrees to pay CONTRACTOR at the rates specified in “Exhibit A” for Services performed to the satisfaction of the CITY, in accordance with this Contract. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to the CITY by the end of each week during which Services are performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on all invoices and correspondence mailed to Purchaser. Payment will be processed promptly upon receipt and approval of the invoice by CITY.

4. **INDEPENDENT CONTRACTOR.** CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR’s activities in accordance with this Contract. For Purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY and its officials, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration (arising out of or resulting

from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

CONTRACTOR shall purchase and submit to the City both a payment bond and a performance bond for the work being performed.

In addition, CONTRACTOR shall comply with Texas Workers' Compensation laws and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by law. CONTRACTOR shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury or disease. CONTRACTOR shall name the CITY as an additional insured on all insurance policies.

Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence / \$2,000,000 aggregate – Bodily Injury Liability, and
\$1,000,000 – per occurrence / \$1,000,000 annual aggregate – Commercial General Liability
\$100,000 – Property Damage Liability, or
\$1,000,000 per occurrence / \$2,000,000 aggregate – Combined Single Limit Bodily Injury and Property Damage

The CONTRACTOR shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

CONTRACTOR, upon execution of this Contract, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintain adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in Texas. The CONTRACTOR shall at all times comply with the terms of such insurance policies, except as they may conflict with existing Texas laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **HEALTH AND SAFETY.** CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract. Contractor shall assign a safety officer to the project for the duration of the contract.
7. **NON-DISCRIMINATION IN EMPLOYMENT.** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event

CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, or this provision, this Contract may be canceled, terminated, or suspended in whole or in part by the CITY, and CONTRACTOR may be declared ineligible for further CITY contracts.

8. **SUB-CONTRACTING.** CONTRACTOR shall not discriminate against any potential sub-contractor because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that historically underutilized businesses, women owned businesses, and minority owned businesses are given a chance to provide sub-contracting work under this contract. Additionally, all sub-contractors shall be treated fairly and legally with regard to their age, sex, race, creed, national origin, or disability. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by CITY, and CONTRACTOR may be declared ineligible for further CITY contracts. CONTRACTOR is allowed to sub-contract a portion of the work performed under this contract. However, CONTRACTOR must first obtain the CITY's consent prior to hiring a sub-contractor.
9. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of Texas. All actions relating in any way to this Contract shall be brought in District Court in Dallas County, Texas.
10. **TERMINATION OF CONTRACT.** This Contract may be terminated, without cause, by either party at any time upon giving thirty (30) days written notice to the other party. This termination notice period shall start upon mailing of the notice of termination via certified mail. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of receipt of the notification. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.
11. **SUCCESSORS AND ASSIGNS.** CONTRACTOR shall not assign its interest in this Contract without the written consent of CITY. CONTRACTOR has no authority to enter into contracts on behalf of CITY.
12. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it is in compliance with all federal, state, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all federal, state, or local laws.
13. **NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

City of Coppell
City Secretary
255 Parkway Blvd.
Coppell, TX 75019

TFR Enterprises, Inc
Tiffany Jean
601 Leander Drive
Leander, TX 78641
512-565-0710

14. **RECORDS RETENTION AND REVIEW.** The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the CITY for a period of seven (7) years following the receipt of final payment for the services referenced herein.
15. **AUDIT RIGHTS.** For all Services being provided hereunder, CITY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
16. **CITY NOT RESPONSIBLE FOR EXPENSES.** CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
17. **EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing. CONTRACTOR must utilize mechanical equipment to load the debris and CONTRACTOR must reasonably compact debris into trucks and trailers in accordance with FEMA requirements and guidelines.
18. **ENTIRE CONTRACT.** This Contract, including "Exhibit A", and the Request for Proposal, shall constitute the entire understanding between CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
19. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
20. **EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and is duly qualified to do business in the State of Texas and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
21. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.
22. **WRITTEN NOTICE TO PROCEED.** The CITY shall issue an official written Notice to Proceed for the services referenced in the contract. The notice shall be sent via facsimile

followed by regular mail. Under no circumstances shall the CITY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. CONTRACTOR must acknowledge receipt of the written Notice to Proceed.

23. **AMENDMENTS.** This contract shall not be modified or otherwise amended except in writing signed by authorized personnel on behalf of both parties. All change orders shall be in writing. Oral changes are expressly prohibited and will not be recognized.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

CONTRACTOR

CITY OF COPPELL, TEXAS

BY: _____

By: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT "A"

RATE SCHEDULE

Category	Field Name and Description	Unit	Cost per Unit
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	\$5.50
	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	\$5.75
	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	\$6.00
	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	\$6.25
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	\$8.00
	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	\$10.00
	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	\$12.00
	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	\$14.00
Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	CY	\$1.15
	Air Curtain Burning <i>Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)</i>	CY	\$1.00
	Air Curtain Burning <i>Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)</i>		\$1.00
	Open Burning <i>Open Burning vegetative debris</i>	CY	\$0.75
	Compacting <i>Compacting vegetative debris</i>	CY	\$0.75
	Debris Management Site Management <i>Preparation, management, and segregating at DMS</i>	CY	\$2.15
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	\$4.25
	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	\$5.75
	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	\$6.50
	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	\$7.50
C&D Collect and Haul from ROW to DMS	0-15 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$7.00
	16-30 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$7.50
	31-60 Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$7.75

Category	Field Name and Description	Unit	Cost per Unit
	60 + Miles C&D from Right-of-Way (ROW) to Debris Management Site (DMS) <i>C&D collect and remove for a haul distance of 60+ miles</i>	CY	\$8.00
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 <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$4.25
	16-30 Miles C&D from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$5.75
	31-60 Miles C&D from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$6.50
	60 + Miles C&D from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance of 60+ miles</i>	CY	\$7.50
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 <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$4.25
	16-30 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$5.75
	31-60 Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$6.50
	60 + Miles Reduced Veg from Debris Management Site (DMS) to Final Disposition <i>C&D collect and remove for a haul distance of 60+ miles</i>	CY	\$7.50
C&D Collect and Haul from ROW to Final Disposition	0-15 Miles C&D from Right-of-Way (ROW) to Final Disposition <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$9.00
	16-30 Miles C&D from Right-of-Way (ROW) to Final Disposition <i>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$12.00
	31-60 Miles C&D from Right-of-Way (ROW) to Final Disposition <i>C&D collect and remove for a haul distance between 31 and 60 miles</i>	CY	\$16.00
	60 + Miles C&D from Right-of-Way (ROW) to Final Disposition <i>C&D collect and remove for a haul distance of 60+ miles</i>	CY	\$19.00
Management and Reduction	Compacting <i>Compacting C&D debris</i>	CY	\$1.00
	Debris Management Site Management <i>Preparation, management, and segregating at DMS</i>	CY	\$2.15
	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	\$195.00
	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	\$295.00
	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	\$395.00

Category	Field Name and Description	Unit	Cost per Unit
Tree Operations	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	\$495.00
	Hazardous Tree 49+ <i>Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$595.00
	Trees with Hazardous Limbs <i>Hazardous Hanging Limb removal greater then 2"</i>	Per Tree	\$115.00
	Hazardous Stumps >24" - 36" <i>Hazardous stump removal for a 24-36 inch stump diameter</i>	Per Stump	\$300.00
	Hazardous Stumps >37" - 48" <i>Hazardous stump removal for a 37-48 inch stump diameter</i>	Per Stump	\$325.00
	Hazardous Stumps >49" <i>Hazardous stump removal for a 49+ inch stump diameter</i>	Per Stump	\$350.00
	Stump Fill Dirt <i>Fill and compact dirt for stump holes after removal</i>	CY	\$28.00
Specialty Removal	Waterway Debris Removal <i>Debris Removed from canals, rivers, creeks, streams, and ditches</i>	CY	\$88.00
	Sand Collection and Screening <i>Pick-up, screen, and return debris laden sand/mud/dirt/rock</i>	CY	\$31.00
	Silt/Sand Removal <i>Removal of silt or sand that creates a threat to public health and safety</i>	CY	\$26.00
	Vehicle Removal from Public Property <i>Removal, storage, and disposal of eligible vehicle per State Laws</i>	Unit	\$200.00
	Vessel Removal (Land) <i>Removal, storage, and disposal of eligible vessel from public property per State Laws</i>	Unit	\$200.00
	Vessel Removal (Marine) <i>Removal, storage, and disposal of eligible vessel from public waterways per State Law</i>	Unit	\$400.00
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i>	Pound	\$4.00
	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	\$45.00
	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	\$15.00
	Putrescent Waste <i>Removal of spoiled food items, or debris that will decompose or rot</i>	Pound	\$4.25
	Hazardous Household Waste <i>HHW removal and disposal</i>	Pound	\$2.75
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)</i>	Pound	\$3.25
	Small Engines/Lawn Mowers <i>Collect and remove small engines, lawn mowers, or other motorized items that can be recycled</i>	Unit	\$10.00

Category	Field Name and Description	Unit	Cost per Unit
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	\$6.50
	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	\$6.75
	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	\$7.00
	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	\$7.25
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	\$8.00
	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	\$8.00
	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	\$8.00
	60 + Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$8.00
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	\$8.00
	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	\$8.00
	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	\$8.00
	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	\$8.00
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	\$7.75
	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	\$8.50
	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	\$9.00
	60 + Miles C&D from Private Property to Final Disposition <i>collect and remove for a haul distance of 60+ miles</i>	CY	\$9.75
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	\$9.85