

Disaster Debris Agreement

THIS CONTRACT is made and entered this the 9 day of August 2022, by and between Polk County, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY") and **DRC Emergency Services, LLC**, 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:

SCOPE OF SERVICES. CONTRACTOR hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in Polk County's Request for Proposals regarding Emergency Disaster Debris Removal, Reduction, Disposal, and other Debris-Related Services. This contract will cover Polk County, Texas and the cities of Corrigan, Goodrich, Onalaska, and Seven Oaks, and may be used to cover other jurisdictions within Polk County, Texas through a mutual aid agreement. CONTRACTOR must track disaster debris amounts removed, managed, and disposed of from each jurisdiction and keep those amounts separate in load tickets, unit rate tickets, logs, and reports provided to COUNTY. **Work will commence only upon a County-issued written Notice to Proceed. In said Notice to Proceed, a "Not to Exceed Notice" as detailed in 2 CFR sec. 200.318, part j, that details the maximum price for the job, will be provided.** Exhibits "A" (Clauses required by C.F.R.) and "B" (Certification regarding Lobbying) and "Exhibit C" (DRC Emergency Services, LLC's Negotiated Final Price Rates) and "Exhibit D" (DRC Emergency Services, LLC's response to County's RFP) and "Exhibit E" (The Request for Proposal) attached hereto 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. The Services shall commence upon written notice to proceed from COUNTY. For each event in which this Contract is activated the COUNTY and the CONTRACTOR will develop a project completion date. The project completion date may be revised if mutually agreed upon by the COUNTY and CONTRACTOR.

1. **PROCUREMENT OF RECOVERED MATERIALS.** In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price.
2. **TERM OF CONTRACT.** The term of the Contract for Services shall be 2 years from the date of the award, with an option to extend the contract for an additional 12 months upon mutual consent. All prices must remain firm during the duration of the Contract and any extensions.
3. **PAYMENT TO CONTRACTOR.** CONTRACTOR shall submit invoices to COUNTY weekly and shall receive from COUNTY the amounts set forth in "Exhibit C" as the applicable unit prices multiplied by those quantities agreed to by the COUNTY's appointed Debris Monitor.

COUNTY agrees to pay CONTRACTOR at the rates specified in "Exhibit C" (which is attached hereto and incorporated by reference as if fully recited herein), for Services performed to the satisfaction of the COUNTY, in accordance with this Contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the COUNTY 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

4. **INDEPENDENT CONTRACTOR.** COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY 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 COUNTY 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 County 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 for each employee for injury or disease. CONTRACTOR shall name the COUNTY 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 in 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 COUNTY 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 maintaining 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. The 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. 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 setting forth the provisions of this nondiscrimination clause.

In addition to the foregoing, CONTRACTOR further agrees as follows:

(A) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(B) 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.

(C) 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.

(D) 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.

(E) In the event, the 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 COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts.

(F) CONTRACTOR will handle debris management activities in the jurisdictions in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Texas Department of Transportation (TxDOT), Texas Department of Health (TDH), Natural Resources Conservation Services (NRCS), Texas Historical Commission (THC), and the Texas Commission on Environmental Quality (TCEQ) in conjunction with County's needs.

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 subcontractors shall be treated fairly and legally with regard to their age, sex, race, creed, national origin, or disability. In the event the 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 COUNTY, and CONTRACTOR may be declared ineligible for further COUNTY contracts. CONTRACTOR is allowed to subcontract a portion of the work performed under this contract. However, the CONTRACTOR must first obtain the COUNTY'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 POLK 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 the COUNTY. CONTRACTOR has no authority to enter into contracts on behalf of the COUNTY.
12. **COMPLIANCE WITH LAWS.** CONTRACTOR represents that it follows 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, including those specifically listed hereinbelow.
13. **COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.** 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 contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these

contract clauses. 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.

14. **COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** 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 (40) 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 (40) hours in such workweek.
15. **COMPLIANCE WITH THE CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.** 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. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
16. **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:

Polk County
602 E. Church Street, Suite 165
Livingston, Texas 77351
(936) 327-6826

DRC Emergency Services, LLC
Lisa Garcia Walsh
111 Veterans Blvd., Suite 401
Metairie, LA 70005
504-482-2848
17. **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 COUNTY for a period of seven (7) years following the receipt of final payment for the services referenced herein.
18. **AUDIT RIGHTS.** For all Services being provided hereunder, the COUNTY 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, the CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
19. **COUNTY IS NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the CONTRACTOR unless otherwise agreed in writing.
20. **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. The CONTRACTOR must utilize mechanical equipment to load the debris and the CONTRACTOR

must reasonably compact debris into trucks and trailers in accordance with FEMA requirements and guidelines.

21. **ENTIRE CONTRACT.** This Contract, including Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", and Exhibit "E", shall constitute the entire understanding between COUNTY 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.
22. **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.
23. **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.
24. **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.
25. **WRITTEN NOTICE TO PROCEED.** The COUNTY shall issue an official written Notice to Proceed for the services referenced in the contract. The Notice to Proceed shall be sent via email or facsimile. Under no circumstances shall the COUNTY 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.
26. **AMENDMENTS.** This contract shall not be modified or otherwise amended except in writing and 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 officers or agent.

DRC EMERGENCY SERVICES, L.A.C

BY: 

Signature

NAME: Kristy Fuentes

Printed

TITLE: Vice President, Secretary, Treasurer

POLK COUNTY, TEXAS

By: 

Signature

NAME: Sydney Murphy

Printed

TITLE: Polk County Judge

EXHIBIT "A"

For purposes of the provisions below, Polk County shall be referenced as "GOVERNMENT" and DRC Emergency Services, LLC shall be referenced as "CONTRACTOR."

(A) LIQUIDATED DAMAGES (2 CFR §200.326 Appendix II to Part 200 (A))

(1) All work to be performed under this AGREEMENT shall be timely commenced. As a breach of this AGREEMENT would cause substantial delay in the completion of the required services affecting the safety and welfare of the public, the parties adopt the following liquidated damages clause.

(2) Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the GOVERNMENT as a consequence of such delay in performance. CONTRACTOR acknowledges and agrees that damages to GOVERNMENT from untimely performance are extremely difficult to determine, and accordingly, the CONTRACTOR agrees that the amount of liquidated damages provided for herein is the nearest and most exact measure of damages for such delays.

(a) Failure of the CONTRACTOR to meet the mobilization requirements under this AGREEMENT: \$100.00 per calendar day.

(3) The GOVERNMENT is authorized to deduct liquidated damage amounts from the monies due to CONTRACTOR for the work under this AGREEMENT, or as much thereof as the GOVERNMENT may, at its own option, deem just and reasonable.

(B) TERMINATION RIGHTS (2 CFR §200.326 Appendix II to Part 200 (B))

(1) Termination for Cause: GOVERNMENT may terminate this AGREEMENT for cause if the CONTRACTOR fails to take corrective action within thirty (30) days after written notice from the GOVERNMENT identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in the AGREEMENT, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the GOVERNMENT as set forth in the AGREEMENT, or multiple breaches of the provisions of the AGREEMENT notwithstanding whether any such breach was previously waived or cured.

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon

being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.

(C) EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))

If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, during the performance of the AGREEMENT, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

(4) 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.

(5) 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 for purpose of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 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 contractor. 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 contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

D. DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT:

(1) Bacon-Davis Act: Applicable to construction or repair of public buildings or public works. see FEMA Public Assistance Program and Policy Guide, Ch.2(V)(G)(2), page 32 and Ch. (FP 104-009-2/January 2016);

(2) Copeland "Anti-Kickback" Act: In contracts subject to the Davis-Bacon Act, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the contractor and subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The GOVERNMENT must report all suspected or reported violations to the appropriate Federal agency.

If applicable to the work and services under the parties' AGREEMENT:

(a) 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 AGREEMENT.

(b) CONTRACTOR or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

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

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200. (E)) (40 U.S.C. 3701-3708)

Contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

(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 paragraph (1) of this section the 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 paragraph (I) of this section, in the sum of \$10 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 paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT 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 the 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 such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) The contractor and subcontractor shall insert in any subcontract the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

F. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT and if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the GOVERNMENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the GOVERNMENT must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business."

G. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

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

CONTRACTOR shall include the foregoing requirements in each subcontract exceeding \$100,000.

H. ENERGY EFFICIENCY AND CONSERVATION (2 CFR §200.326 Appendix II to Part 200 (H))

If applicable to the work and services performed by CONTRACTOR under the parties' AGREEMENT, CONTRACTOR shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

I. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (I))

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its 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) The 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 GOVERNMENT. If it is later determined that the 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 GOVERNMENT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The 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 AGREEMENT is valid and throughout the period of performance. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (J))

CONTRACTOR must file with the GOVERNMENT 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 must 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 non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

K. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.326 Appendix II to Part 200 (K) and 2 CFR §200.322)

(1) In the performance of this contract, 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 timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products/htm>.

L. AGREEMENTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this AGREEMENT, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses and women's business enterprises on solicitation lists; assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and use the services and

assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. ACCESS TO RECORDS

(1) CONTRACTOR agrees to provide GOVERNMENT, 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 this AGREEMENT 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 or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

N. CONTRACT WITH THE ENEMY

In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under the resulting contract are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

O. SAFE WORK ENVIRONMENT

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 Village, County, State, and/or Federal Government. The Contractor shall ensure that its subcontracts contain similar safety provisions.

P. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that Federal financial assistance will be used to fund any resulting agreement. The Contractor will comply with all applicable federal laws, regulations, Executive Orders, including policies, procedures, and directives.

Q. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to any resultant agreement.

R. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Contactor shall not enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

S. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as

aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

T. SEAL, LOGO AND FLAGS

CONTRACTOR shall not use the U.S. Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of the U.S. Department of Homeland Security's agency officials without specific FEMA preapproval.

U. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the AGREEMENT only. If applicable to the work and services performed by CONTRACTOR under the AGREEMENT, the CONTRACTOR will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

V. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this AGREEMENT and is not subject to any obligations or liabilities to GOVERNMENT, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

EXHIBIT B - CERTIFICATION REGARDING LOBBYING

Certification Regarding Lobbying

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

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

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

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

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

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



Signature of Contractor's Authorized Official

Kristy Fuentes Vice President, Secretary, Treasurer

Printed Name and Title of Contractor's Authorized Official

7/24/2022

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to 40a 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the Full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-00-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 8.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0048. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0048), Washington, DC 20503

Approved by OMB
0348-0048

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

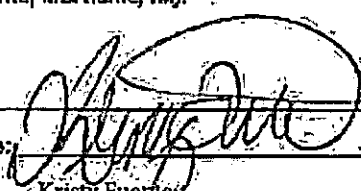
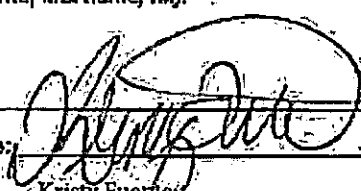
Type of Federal Action: <input checked="" type="radio"/> a. contract <input type="radio"/> b. grant <input type="radio"/> c. cooperative agreement <input type="radio"/> d. loan <input type="radio"/> e. loan guarantee <input type="radio"/> f. loan insurance	Status of Federal Action: <input type="radio"/> a. bid/offer/application <input checked="" type="radio"/> b. initial award <input type="radio"/> c. post-award	Report Type: <input checked="" type="radio"/> a. initial filing <input type="radio"/> b. material change
Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: N/A		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: N/A Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	8. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)
		Signature:  Print Name: Kristy Fuentes Title: VP, Secretary, Treasurer Telephone No.: 888-721-4372 Date: 7/24/2022

EXHIBIT C - DRC EMERGENCY SERVICES, LLC'S NEGOTIATED FINAL PRICE RATES

- a. Procurer encourages Contractor to utilize its electronic software system to generate load tickets (if it has been successfully used in prior disaster projects); however, if Contractor uses paper load tickets it shall be of a type that consists of one original and four carbon-copy duplicates.
- b. Each ticket shall be used to document the location where the disaster-related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed. Contractor is responsible for ensuring all load and unit rate tickets capture the location of debris or where work was completed, collection/disposal date, disposal location, percentage load call or measurement and Procurer-authorized representative name and signature. No payment will be made by the Procurer for incomplete load or unit rate tickets submitted for payment.
- c. Load tickets will be issued by an authorized representative of the Procurer at the collection site. The Procurer-authorized representative will complete the applicable portion of the load ticket and submit electronically, or if using paper-carbon copy load tickets will provide all five copies to the vehicle operator. Upon arrival at the DMS or Procurer-approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the Procurer-authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Procurer-authorized representative present at the DMS or Procurer approved Final Disposal Site. The Procurer-authorized representative will validate, enter the estimated debris quantity and sign the load ticket. A copy will be submitted to the Procurer electronically, or if Contractor utilizes paper-carbon copy load tickets, they will keep the original copy, two copies will be given back to the vehicle operator and the remaining two copies will be provided to the Contractor.
- d. Loads of processed (e.g., chipped) debris being hauled from a DMS to a Procurer approved Final Disposal Site will follow the same load ticket procedures. A Procurer authorized representative will initiate the load ticket at the DMS. Another Procurer authorized representative will validate and sign the ticket at the Procurer approved Final Disposal Site.
- e. The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

27.0 Price Schedule 1 – Clearance

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE			
EQUIPMENT TYPE WITH OPERATOR CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL PRICE
50' Bucket Truck	140	\$125.00	\$17,500.00
Crash Truck w/Impact Attenuator	70	\$30.00	\$2,100.00
Dozer, Tracked, D3 or Equivalent	70	\$110.00	\$7,700.00
Dozer, Tracked, D4 or Equivalent	70	\$120.00	\$8,400.00
Dozer, Tracked, D5 or Equivalent	70	\$145.00	\$10,150.00
Dozer, Tracked, D8 or Equivalent	70	\$175.00	\$12,250.00
Dump Truck, 16 +/- CY	70	\$50.00	\$3,500.00
Dump Truck, 20 +/- CY	70	\$65.00	\$4,550.00
Dump Truck, 38 +/- CY	70	\$70.00	\$4,900.00

Generator, 5.5 kW, List kW Capacity	70	\$90.00	\$6,300.00
Generator, 200 kW, List kW Capacity	70	\$175.00	\$12,250.00
Generator, 2,500 kW, List kW Capacity	70	\$490.00	\$34,300.00
Light Plant with Fuel and Support	140	\$20.00	\$2,800.00
Graders w/12" Blade (Min. 30,000 LB)	70	\$145.00	\$10,150.00
Hydraulic Excavator, 1.5 CY	70	\$140.00	\$9,800.00
Hydraulic Excavator, 2.5 CY	70	\$150.00	\$10,500.00
Kunckleboom Loader	140	\$90.00	\$12,600.00
Lowboy Trailer w/ Tractor	70	\$55.00	\$3,850.00
Mobil Crane up to 15 Ton	70	\$125.00	\$8,750.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$35.00	\$2,400.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$290.00	\$20,300.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	\$490.00	\$34,300.00
Vac Truck (Mist Capacity), List Capacity	70	\$150.00	\$10,500.00
Pickup Truck, 1 Ton	70	\$25.00	\$1,750.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$90.00	\$6,300.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$95.00	\$6,650.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	\$100.00	\$7,000.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	\$105.00	\$7,350.00
Tub Grinder, 800 to 1,000 HP	140	\$200.00	\$28,000.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	\$145.00	\$10,150.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	\$155.00	\$10,850.00
Truck, Flatbed	70	\$45.00	\$3,150.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp / 37 ft. lift	140	\$20.00	\$2,800.00
Water Truck, 2,500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	\$115.00	\$16,100.00
Wheel Loader, 3 CY, 152 HP	70	\$140.00	\$9,800.00
Wheel Loader, 4.0 CY, 200 HP	70	\$145.00	\$10,150.00
Wheel Loader, 1.5 CY, 95 HP	70	\$150.00	\$10,500.00
EQUIPMENT TYPE WITH OPERATOR CATEGORY TOTAL PRICE \$381,170.00			

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)

LABORER CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL PRICE
Operations Manager w/ Cell Phone and .5 Ton Pickup Truck	70	\$50.00	\$3,500.00
Crew Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and miscellaneous supplies in support of crew	70	\$60.00	\$4,200.00
Tree Climber/ Chainsaw and Gear	140	\$90.00	\$12,600.00
Laborer w/ Chainsaw and Gear	140	\$45.00	\$6,300.00
Laborer w/ Small Tools, Traffic Control, or Flag Person	140	\$40.00	\$5,600.00
Bonded and Certified Security Personnel	70	\$65.00	\$4,550.00

LABOR CATEGORY TOTAL PRICE: \$26,750.00

CREW CATEGORY	ESTIMATED HOURS	HOURLY LABOR RATE	TOTAL PRICE
Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools.	70	\$375.00	\$26,250.00

CREW CATEGORY TOTAL PRICE: \$26,250.00

PRICE SCHEDULE 1 GRAND TOTAL PRICE: \$44,450.00

Note: all hours listed above are for evaluative purposes only and shall not be construed as a promise or guarantee for scope of services provided.

CONTRACTOR MAY NOT MODIFY SCHEDULE 1. CONTRACTOR MAY, HOWEVER, PROVIDE, FOR INFORMATIONAL PURPOSES, A SEPARATE LIST TITLED "RATES/PRICING FOR AVAILABLE HOURLY LABOR, EQUIPMENT AND MATERIALS NOT LISTED BY PROCURER IN SCHEDULE 1."

28.0 Price Schedule 2

SCHEDULE 2 - UNIT RATE PRICE SCHEDULE			
Reference to RFP Scope of Services. If a Contractor elects to "No Bid" individual service offerings, their proposal may be considered non-responsive by the Procurer.			
1 Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a Procurer approved debris management site (DMS) or Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from public property and ROW and hauling to DMS or Procurer approved final disposal site.	300,000	\$7.98	\$2,394,000.00
2 C&D Debris Removal Work consists of the collection and transportation of eligible C&D on the ROW or public property to a DMS, then to a Procurer approved final disposal site or collection and transportation of eligible C&D on the ROW or public property and hauling to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to DMS, then to a Procurer approved final disposal site.	100,000	\$11.86	\$1,186,000.00
Collection and transportation of eligible C&D debris on the ROW or public property and hauling to a Procurer approved final disposal site.	100,000	\$8.42	\$842,000.00
3a Land-Based Operation to Remove Debris from Canals/ Waterways Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Removing debris from Procurer maintained canals/waterways and hauling to DMS, and then to a Procurer approved final disposal site.	100,000	\$22.50	\$2,250,000.00
3b Marine-Based Operation to Remove Debris from Canals /Waterways Work consists of the collection and transportation of eligible debris from Procurer maintained canals and waterways to a DMS and then to a Procurer approved final disposal site.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total

Removing debris from Procurer maintained canals/waterways and hauling to DMS and then to a Procurer approved final disposal site.	100,000	\$32.20	\$3,220,000.00
4 Structure Demolition, Removal, Transport and Disposal			
Work consists of decommissioning, demolishing and disposing of Non-Regulated Asbestos Containing Material (Non-RACM) structures and Regulated Asbestos Containing Material (RACM) structures on public or private property within the jurisdictional limits of the Procurer.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
Non-RACM Structures	100,000	\$5.00	\$500,000.00
RACM Structures	100,000	\$7.00	\$700,000.00
5 DMS Operation and Reduction Through Grinding			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	Estimated Quantity (CY)	\$ Per Cubic Yard	Total
	200,000	\$3.62	\$724,000.00
6 DMS Operation and Reduction Through Burning using Air Curtain Incinerators			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris using air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$2.12	\$424,000.00
7 DMS Operation and Reduction Through Controlled Open Burning			
Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through controlled open burning. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.			
	200,000	\$1.92	\$384,000.00

<p>8 Haul-out of Reduced Debris to a Procurer Approved Final Disposal Site</p> <p>Work consists of loading and transporting reduced eligible disaster-related debris at a Procurer approved DMS to a Procurer designated final disposal site.</p>	<p>Estimated Quantity (CY)</p>	<p>\$ Per Cubic Yard</p>	<p>Total</p>
	<p>56,250</p>	<p>\$3.62</p>	<p>\$203,625.00</p>
<p>9 Removal of Hazardous Trees and Limbs</p> <p>Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the Procurer's ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Tree</p>	<p>Total</p>
<p>6 inch to 12.99 inch diameter</p>	<p>160</p>	<p>\$45.00</p>	<p>\$7,200.00</p>
<p>13 inch to 24.99 inch diameter</p>	<p>75</p>	<p>\$165.00</p>	<p>\$12,375.00</p>
<p>25 inch to 36.99 inch diameter</p>	<p>10</p>	<p>\$235.00</p>	<p>\$2,350.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>5</p>	<p>\$325.00</p>	<p>\$1,625.00</p>
<p>49 inch and larger diameter</p>	<p>1</p>	<p>\$395.00</p>	<p>\$395.00</p>
<p>Hanger Removal (per Tree)</p>	<p>1,900</p>	<p>\$78.00</p>	<p>\$148,200.00</p>
<p>10 Removal of Hazardous Stumps</p> <p>Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a Procurer approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.</p>	<p>Estimated Quantity</p>	<p>\$ Per Stump</p>	<p>Total</p>
<p>24.1 inch to 36.99 inch diameter</p>	<p>20</p>	<p>\$200.00</p>	<p>\$4,000.00</p>
<p>37 inch to 48.99 inch diameter</p>	<p>10</p>	<p>\$300.00</p>	<p>\$3,000.00</p>
<p>49 inch and larger diameter</p>	<p>1</p>	<p>\$400.00</p>	<p>\$400.00</p>
<p>11 ROW White Goods Debris Removal</p> <p>Work consists of the removal of eligible White Goods from the ROW to a Procurer approved DMS site or Procurer approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the Procurer approved DMS to a Procurer approved facility for recycling.</p>	<p>Estimated Quantity</p>	<p>\$ Per Unit</p>	<p>Total</p>

AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination	10	\$85.00	\$850.00
Washers, dryers, stoves, ovens, and hot water heaters	25	\$50.00	\$1,250.00
PRICE SCHEDULE 2, PART 1 TOTAL PRICE		\$ 13,009,700.00	
UNIT RATE PRICE CONTINUED			
PRICE SCHEDULE 2, PART 2			
12 Household Hazardous Waste Removal, Transport, and Disposal			
Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a Procurer approved permitted hazardous waste facility or MSW type landfill.	Estimated Quantity	\$ Per Pound	Total
	100,000 lbs	\$1.25	\$125,000.00
13 E-Waste Removal			
Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the Procurer.	Estimated Quantity	\$ Per Unit	Total
	100,000 lbs	\$5.00	\$500,000.00
14 Dead Animal Carcasses			
Work consists of the recovery and disposal of dead animal carcasses.	Estimated Quantity	\$ Per Pound	Total
	250,000 lbs	\$1.05	\$262,500.00
PRICE SCHEDULE 2, PART 2 TOTAL PRICE		\$ 687,500.00	
PRICE SCHEDULE 2, PARTS 1 & 2 GRAND TOTAL PRICE		\$ 13,697,200.00	