

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THREE (3) AGREEMENTS FOR ON-CALL EMERGENCY DEBRIS HAULING SERVICES WITH CROWDERGULF, LLC SERVING AS THE PRIMARY VENDOR FOR THE TOWN AND T.F.R ENTERPRISES, INC. AND DRC EMERGENCY SERVICES, LLC, RESPECTIVELY, SERVING AS THE ALTERNATE VENDORS FOR THE TOWN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Addison, together with the cities of Carrollton, Coppell, and Farmers Branch (collectively the “Quad Cities”) issued a joint request for proposals (RFP) to solicit proposals from potential vendors to provide on-call emergency debris hauling and monitoring services; and

WHEREAS, a committee of the Quad Cities received and scored five proposals, ultimately interviewing the top three companies and recommending a primary vendor and two alternates; and

WHEREAS, the City Council for the Town of Addison, having reviewed the recommendations of the Quad Cities committee and Town staff, desires to authorize three agreements for on-call emergency debris hauling services, with CrowderGulf, LLC serving as the primary vendor and T.F.R. Enterprises, Inc. and DRC Emergency Services, LLC, respectively, as the alternate vendors for the Town of Addison.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The City Council hereby approves three agreements for on-call emergency debris hauling services between the Town of Addison and CrowderGulf, LLC, as the primary vendor, and T.F.R. Enterprises, Inc. and DRC Emergency Services, LLC, as the alternate vendors. True and correct copies of the foregoing agreements are attached to this Resolution as **Exhibits “A” through “C”**, respectively, and the City Manager is hereby authorized to execute the same.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **14th** day of **JUNE** 2022.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AGREEMENT FOR DEBRIS REMOVAL
AND DISPOSAL SERVICES**

This **Agreement for Debris Removal and Disposal Services** ("Agreement") is entered into as of the Effective Date by and between the **Town of Addison** ("Town"), a Texas home rule municipality, and **CrowderGulf, LLC** ("Contractor"), an Alabama limited liability company (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Town desires to engage the services of Contractor as an independent contractor, and not as an employee, to perform debris removal and disposal services as described in the Contract Documents defined below (the "Services"); and

WHEREAS, Contractor desires to render the Services for Town on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and ending on the date prior to the first anniversary of the Effective Date (the "Initial Term"), unless sooner terminated as provided herein. The term of this Agreement shall automatically be extended for up to four (4) additional one (1) year terms (each a "Renewal Term") unless Town provides written notice of termination to Contractor not later than thirty (30) days prior to the end of the Initial Term or the then current Renewal Term. Each Renewal Term shall commence on the anniversary of the Effective Date and end on the day prior to the next subsequent anniversary of the Effective Date.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Contractor shall be entitled to compensation for any Services completed to the reasonable satisfaction of Town in accordance with this Agreement on or before the termination date set forth in such termination notice.

**Article II
Scope of Services; Contract Documents**

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence:

EXHIBIT A

- A. This Agreement;
- B. RFP Bid #20-020 titled *Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services* issued by the City of Carrollton on behalf of the Metrocrest Quad Cities (MQC) of Addison, Carrollton, Coppell, and Farmers Branch, Texas (the “**RFP**”); and
- C. Contractor’s Response to said RFP Bid #20-020 received August 17, 2020 (“**Contractor’s Proposal**”).

2.2 For purpose of reading and interpreting the Contract Documents, references in the RFP and Contractor’s Proposal to the “MQC” shall be read as “Town” as defined in this Agreement.

Article III Schedule of Work

Contractor agrees to perform and complete the required Services in accordance with the Contract Documents for the compensation described in Article IV, below.

Article IV Compensation and Method of Payment

4.1 Contractor will be compensated for performing the Services in accordance with the rate schedule and amounts set forth in Exhibit “A,” attached hereto and incorporated herein by reference (the “**Rate Schedule**”). Unless otherwise provided herein, payment to Contractor shall be monthly based on Contractor’s monthly progress report and detailed monthly itemized statement for Services that shows the names of Contractor’s employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such Service, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to Town. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. Town shall pay such monthly statements not later than thirty (30) days after receipt and Town verification of the Services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Contract Documents, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement, including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should Town require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of

EXHIBIT A

services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Contractor to perform the Services, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by Town unless provided differently herein.

5.3 Contractor shall furnish the equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Contractor may not assign this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by written agreement signed by both Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. In performing its obligations under this Agreement Contractor is acting independently. Town assumes no responsibility or liabilities to any third party in connection with Contractor's actions in its performance of the Services. All Services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of Town. Contractor shall supervise the performance of

EXHIBIT A

its Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Town:

With a copy to:

Town of Addison, Texas
Attn: City Manager
5300 Belt Line Road
Addison, Texas 75001

Town of Addison, Texas
Attn: Fire Chief
4798 Airport Parkway
Addison, Texas 75001

If intended for Contractor:

Attn: Ashley Ramsay-Naile, President
CrowderGulf, LLC
5629 Commerce Blvd. E
Mobile, Alabama 36619

6.9 Insurance.

- (a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, a minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to Town and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include Town being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to Town and attached to the Certificate of insurance signed by person authorized by the

EXHIBIT A

insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employers liability insurance. This insurance shall be primary to any policy or policies carried by or available to Town and shall be provided on a “following form basis”.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Town, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to Town for cancellation of the insurance; (3) provide for a waiver of subrogation against Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to Town of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of Services and upon request by Town.
- (e) Contractor shall cause all subcontractors performing Services in compliance with this Agreement to obtain insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification. CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY “THE TOWN PARTIES”), FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, BODILY INJURY INCLUDING DEATH, DISEASE, SICKNESS, PROPERTY DAMAGES OR LOSS, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY A SUB-CONTRACTOR OR SUPPLIER, A VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE OR OTHER LEGAL REQUIREMENT, IN THE PERFORMANCE OF THIS AGREEMENT BY CONTRACTOR, ITS AGENTS, CONSULTANTS AND SUB-CONTRACTORS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL INCLUDING ANY ACTION AGAINST ONE OR MORE OF THE TOWN PARTIES FOR PERSONAL INJURY OF ANY EMPLOYEE OF CONTRACTOR, ITS SUBCONTRACTORS, CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE’S WORKERS COMPENSATION INSURANCE CARRIER, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE TOWN PARTIES. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS’ FEES AND COSTS, COURT

EXHIBIT A

COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONTRACTOR'S LIABILITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT OR BY ANY OTHER EMPLOYER UNDER THE WORKER'S COMPENSATION OR DISABILITY LAWS OR ACTS, OR SIMILAR EMPLOYEE BENEFITS ACTS. THIS PROVISION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR ABANDONMENT OF THE WORK OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT AND THE TERMINATION OF THIS AGREEMENT. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ONE OR MORE OF THE TOWN PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM TOWN, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO TOWN. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION BY CONTRACTOR, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform Town.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform Town of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by Town in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

EXHIBIT A

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature Page to Follow]

EXHIBIT A

SIGNED AND AGREED this _____ day of _____, 2022.

TOWN OF ADDISON, TEXAS

By: _____
Wes Peirson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

SIGNED AND AGREED this 6th day of June, 2022.

CROWDERGULF, LLC

By: Ashley Ramsay-Naile
Ashley Ramsay-Naile, President

EXHIBIT A

**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

EXHIBIT A

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) <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$7.90
	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	\$8.00
	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	\$8.25
	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	\$8.75
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 <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$3.50
	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	\$4.50
	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	\$5.50
	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	\$7.00
			\$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 <i>C&D 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>C&D collect and remove for a haul distance between 16 and 30 miles</i>	CY	\$4.00
	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	\$5.00
	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	\$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 <i>C&D collect and remove for a haul distance up to 15 miles</i>	CY	\$10.00
	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	\$10.50
	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	\$11.50
	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	\$12.50
Management and Reduction	Compacting <i>Compacting C&D debris</i>	CY	\$2.50
	Debris Management Site Management <i>Preparation, management, and segregating at DMS</i>	CY	\$1.15

EXHIBIT A

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
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

EXHIBIT A

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

EXHIBIT A

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

EXHIBIT B

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AGREEMENT FOR DEBRIS REMOVAL
AND DISPOSAL SERVICES**

This **Agreement for Debris Removal and Disposal Services** (“**Agreement**”) is entered into as of the Effective Date by and between the **Town of Addison** (“**Town**”), a Texas home rule municipality, and **DRC Emergency Services, LLC** (“**Contractor**”), an Alabama limited liability company (each a “**Party**” and collectively the “**Parties**”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Town desires to engage the services of Contractor as an independent contractor, and not as an employee, to perform debris removal and disposal services as described in the Contract Documents defined below (the “**Services**”); and

WHEREAS, Contractor desires to render the Services for Town on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and ending on the date prior to the first anniversary of the Effective Date (the “**Initial Term**”), unless sooner terminated as provided herein. The term of this Agreement shall automatically be extended for up to four (4) additional one (1) year terms (each a “**Renewal Term**”) unless Town provides written notice of termination to Contractor not later than thirty (30) days prior to the end of the Initial Term or the then current Renewal Term. Each Renewal Term shall commence on the anniversary of the Effective Date and end on the day prior to the next subsequent anniversary of the Effective Date.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Contractor shall be entitled to compensation for any Services completed to the reasonable satisfaction of Town in accordance with this Agreement on or before the termination date set forth in such termination notice.

**Article II
Scope of Services; Contract Documents**

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence:

EXHIBIT B

- A. This Agreement;
- B. RFP Bid #20-020 titled *Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services* issued by the City of Carrollton on behalf of the Metrocrest Quad Cities (MQC) of Addison, Carrollton, Coppell, and Farmers Branch, Texas (the "RFP"); and
- C. Contractor's Response to said RFP Bid #20-020 received August 17, 2020 ("Contractor's Proposal").

2.2 For purpose of reading and interpreting the Contract Documents, references in the RFP and Contractor's Proposal to the "MQC" shall be read as "Town" as defined in this Agreement.

Article III Schedule of Work

Contractor agrees to perform and complete the required Services in accordance with the Contract Documents for the compensation described in Article IV, below.

Article IV Compensation and Method of Payment

4.1 Contractor will be compensated for performing the Services in accordance with the rate schedule and amounts set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Rate Schedule"). Unless otherwise provided herein, payment to Contractor shall be monthly based on Contractor's monthly progress report and detailed monthly itemized statement for Services that shows the names of Contractor's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such Service, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to Town. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. Town shall pay such monthly statements not later than thirty (30) days after receipt and Town verification of the Services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Contract Documents, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement, including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should Town require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and

EXHIBIT B

materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Contractor to perform the Services, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by Town unless provided differently herein.

5.3 Contractor shall furnish the equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Contractor may not assign this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by written agreement signed by both Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. In performing its obligations under this Agreement Contractor is acting independently. Town assumes no responsibility or liabilities to any third party in connection with Contractor's actions in its performance of the Services. All Services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of Town. Contractor shall supervise the performance of its Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

EXHIBIT B

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Town:

With a copy to:

Town of Addison, Texas
Attn: City Manager
5300 Belt Line Road
Addison, Texas 75001

Town of Addison, Texas
Attn: Fire Chief
4798 Airport Parkway
Addison, Texas 75001

If intended for Contractor:

Attn: Kristy Fuentes
Vice President/Secretary/Treasurer
DRC Emergency Services, LLC
6702 Broadway Street
Galveston, Texas 77554

6.9 Insurance.

- (a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, a minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to Town and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include Town being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to Town and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial

EXHIBIT B

general liability insurance, automobile insurance and employers liability insurance. This insurance shall be primary to any policy or policies carried by or available to Town and shall be provided on a “following form basis”.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Town, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to Town for cancellation of the insurance; (3) provide for a waiver of subrogation against Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to Town of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of Services and upon request by Town.
- (e) Contractor shall cause all subcontractors performing Services in compliance with this Agreement to obtain insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification. CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY “THE TOWN PARTIES”), FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, BODILY INJURY INCLUDING DEATH, DISEASE, SICKNESS, PROPERTY DAMAGES OR LOSS, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY A SUB-CONTRACTOR OR SUPPLIER, A VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE OR OTHER LEGAL REQUIREMENT, IN THE PERFORMANCE OF THIS AGREEMENT BY CONTRACTOR, ITS AGENTS, CONSULTANTS AND SUB-CONTRACTORS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL INCLUDING ANY ACTION AGAINST ONE OR MORE OF THE TOWN PARTIES FOR PERSONAL INJURY OF ANY EMPLOYEE OF CONTRACTOR, ITS SUBCONTRACTORS, CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE TOWN PARTIES. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONTRACTOR'S LIABILITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF

EXHIBIT B

COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT OR BY ANY OTHER EMPLOYER UNDER THE WORKER'S COMPENSATION OR DISABILITY LAWS OR ACTS, OR SIMILAR EMPLOYEE BENEFITS ACTS. THIS PROVISION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR ABANDONMENT OF THE WORK OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT AND THE TERMINATION OF THIS AGREEMENT. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ONE OR MORE OF THE TOWN PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM TOWN, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO TOWN. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION BY CONTRACTOR, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform Town.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform Town of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by Town in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

EXHIBIT B

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature Page to Follow]

EXHIBIT B

SIGNED AND AGREED this _____ day of _____, 2022.

TOWN OF ADDISON, TEXAS

By: _____
Wes Peirson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

SIGNED AND AGREED this 1st day of June, 2022.

DRC EMERGENCY SERVICES, LLC


By: 
Kristy Fuentes, President

EXHIBIT B

EXHIBIT “A” RATE SCHEDULE

Category	Field Name and Description	Unit	DRC
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	\$7.35
	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	\$7.95
	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	\$8.50
	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	\$9.60
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	\$7.95
	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	\$8.55
	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	\$9.20
	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	\$10.20
Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	CY	\$2.85
	Air Curtain Burning <i>Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)</i>	CY	\$2.20
	Air Curtain Burning <i>Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)</i>		\$2.90
	Open Burning <i>Open Burning vegetative debris</i>	CY	\$1.40
	Compacting <i>Compacting vegetative debris</i>	CY	\$0.50
	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	\$3.43
	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	\$4.23
	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	\$5.23
	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	\$6.00

EXHIBIT B

Category	Field Name and Description	Unit	DRC
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	\$7.75
	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	\$8.15
	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	\$8.95
	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	\$9.95
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	\$3.63
	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	\$4.55
	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	\$5.40
	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	\$6.25
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	\$3.63
	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	\$4.55
	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	\$5.40
	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	\$6.25
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	\$8.25
	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	\$8.65
	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	\$9.45
	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	\$10.45
Management and Reduction	Compacting Compacting C&D debris	CY	\$0.50
	Debris Management Site Management Preparation, management, and segregating at DMS	CY	\$1.15

EXHIBIT B

Category	Field Name and Description	Unit	DRC
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	\$45.00
	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	\$85.00
	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	\$115.00
	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	\$170.00
	Hazardous Tree 49+ <i>Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$200.00
	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	\$200.00
	Hazardous Stumps >37" - 48" <i>Hazardous stump removal for a 37-48 inch stump diameter</i>	Per Stump	\$300.00
	Hazardous Stumps >49" <i>Hazardous stump removal for a 49+ inch stump diameter</i>	Per Stump	\$400.00
	Stump Fill Dirt <i>Fill and compact dirt for stump holes after removal</i>	CY	\$0.50
Specialty Removal	Waterway Debris Removal <i>Debris Removed from canals, rivers, creeks, streams, and ditches</i>	CY	\$22.95
	Sand Collection and Screening <i>Pick-up, screen, and return debris laden sand/mud/dirt/truck</i>	CY	
	Silt/Sand Removal <i>Removal of silt or sand that creates a threat to public health and safety</i>	CY	\$18.00
	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	\$350.00
	Vessel Removal (Marine) <i>Removal, storage, and disposal of eligible vessel from public waterways per State Law</i>	Unit	\$675.00
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter</i>	Pound	\$1.95
	ROW White Goods Removal <i>Pick-up and haul of white goods to disposal site</i>	Unit	\$40.00
	Freon Management <i>Freon management and recycling</i>	Unit	\$40.00
	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	\$30.00
	Putrescent Waste <i>Removal of spoiled food items, or debris that will decompose or rot</i>	Pound	\$5.95
	Hazardous Household Waste <i>HHW removal and disposal</i>	Pound	\$9.95

EXHIBIT B

Category	Field Name and Description	Unit	DRC
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)</i>	Pound	\$9.95
	Small Engines/Lawn Mowers <i>Collect and remove small engines, lawn mowers, or other motorized items that can be recycled</i>	Unit	\$23.50
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	\$8.25
	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	\$8.95
	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	\$9.75
	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	\$10.75
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	\$8.45
	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	\$9.15
	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	\$10.05
	60 + Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$11.09
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	\$8.45
	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	\$9.15
	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	\$10.05
	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	\$11.09
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	\$8.75
	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	\$9.45
	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	\$10.35
	60 + Miles C&D from Private Property to Final Disposition <i>collect and remove for a haul distance of 60+ miles</i>	CY	\$11.30

EXHIBIT B

Category	Field Name and Description	Unit	DRC
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	\$4.25

EXHIBIT C

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR DEBRIS REMOVAL
AND DISPOSAL SERVICES

This Agreement for Debris Removal and Disposal Services ("Agreement") is entered into as of the Effective Date by and between the Town of Addison ("Town"), a Texas home rule municipality, and T.F.R. Enterprises, Inc. ("Contractor"), a Tennessee corporation (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Town desires to engage the services of Contractor as an independent contractor, and not as an employee, to perform debris removal and disposal services as described in the Contract Documents defined below (the "Services"); and

WHEREAS, Contractor desires to render the Services for Town on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and ending on the date prior to the first anniversary of the Effective Date (the "Initial Term"), unless sooner terminated as provided herein. The term of this Agreement shall automatically be extended for up to four (4) additional one (1) year terms (each a "Renewal Term") unless Town provides written notice of termination to Contractor not later than thirty (30) days prior to the end of the Initial Term or the then current Renewal Term. Each Renewal Term shall commence on the anniversary of the Effective Date and end on the day prior to the next subsequent anniversary of the Effective Date.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Contractor shall be entitled to compensation for any Services completed to the reasonable satisfaction of Town in accordance with this Agreement on or before the termination date set forth in such termination notice.

**Article II
Scope of Services; Contract Documents**

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any irreconcilable conflict between or among any of the Contract Documents shall be resolved in favor of the document with higher precedence:

EXHIBIT C

- A. This Agreement;
- B. RFP Bid #20-020 titled *Disaster Debris Removal, Reduction, Disposal, and Other Emergency Debris Related Services* issued by the City of Carrollton on behalf of the Metrocrest Quad Cities (MQC) of Addison, Carrollton, Coppell, and Farmers Branch, Texas (the "RFP"); and
- C. Contractor's Response to said RFP Bid #20-020 received August 17, 2020 ("Contractor's Proposal").

2.2 For purpose of reading and interpreting the Contract Documents, references in the RFP and Contractor's Proposal to the "MQC" shall be read as "Town" as defined in this Agreement.

Article III Schedule of Work

Contractor agrees to perform and complete the required Services in accordance with the Contract Documents for the compensation described in Article IV, below.

Article IV Compensation and Method of Payment

4.1 Contractor will be compensated for performing the Services in accordance with the rate schedule and amounts set forth in Exhibit "A," attached hereto and incorporated herein by reference (the "Rate Schedule"). Unless otherwise provided herein, payment to Contractor shall be monthly based on Contractor's monthly progress report and detailed monthly itemized statement for Services that shows the names of Contractor's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such Service, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to Town. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. Town shall pay such monthly statements not later than thirty (30) days after receipt and Town verification of the Services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Contract Documents, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement, including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should Town require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and

EXHIBIT C

materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Contractor to perform the Services, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by Town unless provided differently herein.

5.3 Contractor shall furnish the equipment and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Contractor may not assign this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by written agreement signed by both Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. In performing its obligations under this Agreement Contractor is acting independently. Town assumes no responsibility or liabilities to any third party in connection with Contractor's actions in its performance of the Services. All Services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of Town. Contractor shall supervise the performance of its Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement.

EXHIBIT C

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Town:

With a copy to:

Town of Addison, Texas
Attn: City Manager
5300 Belt Line Road
Addison, Texas 75001

Town of Addison, Texas
Attn: Fire Chief
4798 Airport Parkway
Addison, Texas 75001

If intended for Contractor:

T.F.R. Enterprises, Inc.
Attn: Tipton F. Rowland, President
601 Leander Drive
Leander, Texas 78641

6.9 Insurance.

- (a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, a minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to Town and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include Town being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to Town and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employers liability insurance.

EXHIBIT C

This insurance shall be primary to any policy or policies carried by or available to Town and shall be provided on a “following form basis”.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Town, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; and (2) provide for at least thirty (30) days prior written notice to Town for cancellation of the insurance; (3) provide for a waiver of subrogation against Town for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to Town of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of Services and upon request by Town.
- (e) Contractor shall cause all subcontractors performing Services in compliance with this Agreement to obtain insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification. CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS TOWN, ITS OFFICERS, EMPLOYEES, AND AGENTS (COLLECTIVELY “THE TOWN PARTIES”), FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, BODILY INJURY INCLUDING DEATH, DISEASE, SICKNESS, PROPERTY DAMAGES OR LOSS, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY A SUB-CONTRACTOR OR SUPPLIER, A VIOLATION OF ANY ORDINANCE, REGULATION, STATUTE OR OTHER LEGAL REQUIREMENT, IN THE PERFORMANCE OF THIS AGREEMENT BY CONTRACTOR, ITS AGENTS, CONSULTANTS AND SUB-CONTRACTORS, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL INCLUDING ANY ACTION AGAINST ONE OR MORE OF THE TOWN PARTIES FOR PERSONAL INJURY OF ANY EMPLOYEE OF CONTRACTOR, ITS SUBCONTRACTORS, CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE’S WORKERS COMPENSATION INSURANCE CARRIER, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE TOWN PARTIES. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONTRACTOR’S LIABILITY. CONTRACTOR’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY

EXHIBIT C

CONTRACTOR UNDER THIS AGREEMENT OR BY ANY OTHER EMPLOYER UNDER THE WORKER'S COMPENSATION OR DISABILITY LAWS OR ACTS, OR SIMILAR EMPLOYEE BENEFITS ACTS. THIS PROVISION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR ABANDONMENT OF THE WORK OR SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT AND THE TERMINATION OF THIS AGREEMENT. IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST ONE OR MORE OF THE TOWN PARTIES IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM TOWN, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO TOWN. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION BY CONTRACTOR, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE CONTRACTUAL OBLIGATIONS AND SHALL OPERATE TO AMEND THE OBLIGATIONS TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE OBLIGATIONS SHALL CONTINUE IN FULL FORCE AND EFFECT.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform Town.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform Town of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by Town in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

EXHIBIT C

6.14 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature Page to Follow]

EXHIBIT C

SIGNED AND AGREED this _____ day of _____, 2022.

TOWN OF ADDISON, TEXAS

By: _____
Wes Peirson, City Manager

ATTEST:

Irma Parker, City Secretary

APPROVED AS TO FORM:

Whitt Wyatt, City Attorney

SIGNED AND AGREED this 2nd day of June, 2022.

T.F.R. ENTERPRISES, INC.

By: _____
Tipton Rowland, President

EXHIBIT C

**EXHIBIT “A”
RATE SCHEDULE**

Category	Field Name and Description	Unit	DRC
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	\$7.35
	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	\$7.95
	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	\$8.50
	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	\$9.60
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	\$7.95
	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	\$8.55
	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	\$9.20
	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	\$10.20
Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	CY	\$2.85
	Air Curtain Burning <i>Air Curtain Burning vegetative debris (Include Costs of Air Curtain Burner)</i>	CY	\$2.20
	Air Curtain Burning <i>Above Ground Air Curtain Burning (Burner Box) of vegetative debris (Include Costs of Box Burner)</i>		\$2.90
	Open Burning <i>Open Burning vegetative debris</i>	CY	\$1.40
	Compacting <i>Compacting vegetative debris</i>	CY	\$0.50
	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	\$3.43
	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	\$4.23
	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	\$5.23
	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	\$6.00

EXHIBIT C

Category	Field Name and Description	Unit	DRC
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	\$7.75
	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	\$8.15
	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	\$8.95
	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	\$9.95
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	\$3.63
	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	\$4.55
	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	\$5.40
	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	\$6.25
			\$153.82
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	\$3.63
	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	\$4.55
	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	\$5.40
	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	\$6.25
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	\$8.25
	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	\$8.65
	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	\$9.45
	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	\$10.45
Management and Reduction	Compacting Compacting C&D debris	CY	\$0.50
	Debris Management Site Management Preparation, management, and segregating at DMS	CY	\$1.15

EXHIBIT C

Category	Field Name and Description	Unit	DRC
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	\$45.00
	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	\$85.00
	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	\$115.00
	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	\$170.00
	Hazardous Tree 49+ <i>Hazardous tree removal for 49+ inch's truck diameter measured at 4.5 ft. above ground level</i>	Per Tree	\$200.00
	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	\$200.00
	Hazardous Stumps >37" - 48" <i>Hazardous stump removal for a 37-48 inch stump diameter</i>	Per Stump	\$300.00
	Hazardous Stumps >49" <i>Hazardous stump removal for a 49+ inch stump diameter</i>	Per Stump	\$400.00
	Stump Fill Dirt <i>Fill and compact dirt for stump holes after removal</i>	CY	\$0.50
Specialty Removal	Waterway Debris Removal <i>Debris Removed from canals, rivers, creeks, streams, and ditches</i>	CY	\$22.95
	Sand Collection and Screening <i>Pick-up, screen, and return debris laden sand/mud/dirt/rock</i>	CY	
	Silt/Sand Removal <i>Removal of silt or sand that creates a threat to public health and safety</i>	CY	\$18.00
	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	\$350.00
	Vessel Removal (Marine) <i>Removal, storage, and disposal of eligible vessel from public waterways per State Law</i>	Unit	\$675.00
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter</i>	Pound	\$1.95
	ROW White Goods Removal <i>Pick-up and haul of white goods to disposal site</i>	Unit	\$40.00
	Freon Management <i>Freon management and recycling</i>	Unit	\$40.00
	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	\$30.00
	Putrescent Waste <i>Removal of spoiled food items, or debris that will decompose or rot</i>	Pound	\$5.95
	Hazardous Household Waste <i>HHW removal and disposal</i>	Pound	\$9.95

EXHIBIT C

Category	Field Name and Description	Unit	DRC
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)</i>	Pound	\$9.95
	Small Engines/Lawn Mowers <i>Collect and remove small engines, lawn mowers, or other motorized items that can be recycled</i>	Unit	\$23.50
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	\$8.25
	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	\$8.95
	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	\$9.75
	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	\$10.75
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	\$8.45
	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	\$9.15
	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	\$10.05
	60 + Miles Veg from Private Property to Final Disposition <i>Vegetative collect and remove for a haul distance of 60+ miles</i>	CY	\$11.09
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	\$8.45
	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	\$9.15
	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	\$10.05
	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	\$11.09
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	\$8.75
	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	\$9.45
	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	\$10.35
	60 + Miles C&D from Private Property to Final Disposition <i>collect and remove for a haul distance of 60+ miles</i>	CY	\$11.30

EXHIBIT C

Category	Field Name and Description	Unit	DRC
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	\$4.25