

Contract for Disaster Debris Clearance and Removal Services

THIS CONTRACT is made this the 26 day of April, 2022, by and between **Crowder Gulf** (herein referred to as "**Contractor**") and the **City of Angleton** a political subdivision of the **State of Texas** herein referred to as "**City**").

RECITALS

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

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

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

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

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

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

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

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

1.0 SERVICES

1.1 Scope of Contracted Services:

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

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

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

1.2 Emergency Push / Road Clearance:

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

1.3 Right-of-Way (ROW) Removal:

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

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

The Contractor will remove ROE debris from private property with due diligence, as directed by the **City**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **City** to mark these utilities, but the **City** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

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

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

1.6 Private Property Waivers:

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

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

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

2.2 Cost of Services:

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

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

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

2.3.2 Indemnification:

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

2.3.3 Insurance(s):

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

2.3.4 Worker's Compensation:

- ◆ \$1,000,000 per occurrence. Name the **City** as an Additional Insured and waive subrogation.

2.3.5 Automobile Liability:

- ◆ Combined Single Limit for Bodily Injury and Property \$1,000,000 per occurrence or its equivalent. Name the **City** as an Additional Insured and waive subrogation.

2.3.6 Comprehensive General Liability:

- ◆ Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; with an aggregate of \$3,000,000 or its equivalent. Name the **City** as an Additional Insured and waive subrogation.

2.3.7 Insurance Cancellation / Renewal:

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

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

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

3.2 Mobilization:

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

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds no later than 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within an agreed upon number of days, determined once extent of damage has been assessed. At no time should this exceed 90 working days and in accordance with Section 5.8 of this Contract.

3.5 Completion of Work:

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

3.5.1 Extensions (optional):

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

3.6 Term of Contract:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of both the **City** and Contractor, whichever comes later.

3.7 Contract Renewal:

This Contract may be renewed for two (2) additional one (1) year periods after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

3.8 Contract Termination:

This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

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

4.2 City Obligations:

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

4.3 Conduct of Work:

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

4.4 Damages:

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

4.5 Other Contractor(s):

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

4.6 Ownership of Debris (optional):

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

4.7 Disposal of Debris:

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

4.8 Federal-Aid Requirements:

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

4.9 Compliance with Federal Laws:

This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance 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 each contractor or subrecipient 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 non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 must be required to 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. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient 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 recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier 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.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

5.0 **GENERAL TERMS AND CONDITIONS**

5.1 **Geographic Assignment:**

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

5.2 **Multiple, Scheduled Passes (optional):**

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

5.3 **Operation of Equipment:**

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

5.4 **Certification of Load Carrying Capacity:**

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

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

5.5 Vehicle Information:

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

5.6 Security of Debris During Hauling:

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

5.7 Traffic Control:

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

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations shall be conducted in accordance with Texas Commission on Environmental Quality (TCEQ) directives. Adjustments to workdays and work hours shall be as directed by the **City** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

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

5.10 Stumps:

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

5.11 Utilizing Local Resources:

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

5.12 Work Safety:

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

5.13 Inspection and Testing:

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

5.14 Other Agencies:

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

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

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

6.2 Reports:

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

6.2.1 Daily Reports:

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

6.2.2 Weekly Summaries:

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

6.2.3 Report(s) Delivery:

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

6.2.4 Final Project Closeout:

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

6.3 Additional Supporting Documentation:

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

6.4 Report Maintenance:

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

6.5 Contract File Maintenance:

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

7.0 UNIT PRICES and PAYMENTS

7.1 *See Fee Schedule - Attached*

7.2 Billing Cycle:

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

7.3 Payment Responsibility:

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

7.4 Ineligible Work:

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

7.4.1 Eligibility Inspections:

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

7.4.2 Eligibility Determinations:

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

7.5 Unit Price/Service Negotiations:

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

7.6 Specialized Services:

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

8.0 MISCELLANEOUS

8.1 Notice:

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

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

City: City of Angleton
Frances Aguilar, City Secretary
121 South Velasco St.
Angleton, TX 77515
979-849-4364 x 2137
faguilar@angleton.tx.us

8.2 Applicable Law:

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

8.3 Entire Contract/Amendments:

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

8.4 Waiver:

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

8.5 Severability:

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

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

Crowder Gulf

City of Angleton, TX

By: _____

By: _____

Name:

Name: Chris Whittaker

Title: _____

Title: City Manager

ATTEST:

ATTEST:

Name:

Name: