

**EXIGENT AND EMERGENCY AGREEMENT FOR DEBRIS REMOVAL AND  
RELATED SERVICES BETWEEN  
City of Bay City, TX AND DRC EMERGENCY SERVICES, LLC**

This Exigent and Emergency Agreement for Debris Removal and Related Services (“Agreement”) dated July 10, 2024 by and between the City of Bay City (the “Government”) and DRC Emergency Services, LLC (“Contractor”) as follows:

**Recitals**

WHEREAS, the Government has determined that public exigency and emergency circumstances exist detrimental to the health, safety and welfare of citizens and property and will not permit for the delays resulting from competitive solicitations as recognized under 2 CFR §200.320(f)(2) to procure debris removal and related services.

WHEREAS, the Government has determined that the Contractor is a responsible contractor in accordance with 2 CFR §200.318(h).

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement the receipt and sufficiency of which is acknowledged by Contractor and Government, the parties agree as follows:

1. The Contractor and Government agree that the foregoing recitals are true, correct and material to this Agreement.
2. The Contractor and Government agree that the active term of this Agreement shall commence on July 12, 2024 and shall expire 30 days thereafter (hereafter the “active term”). This Agreement shall apply to all work performed at the request of the Government or for the benefit of the Government during the active term hereof (the “Work”) unless both parties agree in writing that the terms and conditions hereof shall not apply.
3. Contractor’s scope of work and rates are set forth on the attached Exhibit “A” which is adopted and incorporated herein by reference.
4. The contract clauses set forth on the attached Exhibit “B” and certification set forth on the attached Exhibit “C” are adopted and incorporated herein by reference.

In witness whereof, the parties herein have executed this Agreement as of the 10<sup>th</sup> day of July, 2024.

**DRC Emergency Services, LLC**

By:

Name:

Title:

Date:

**City of Bay City**

By:

Name: Robert K. Nelson

Title: Mayor

Date: 7-10-24

**EXHIBIT "A"**  
**SCOPE OF WORK AND RATES**

ROW Vegetative Debris Removal: Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to approved debris management site (DMS) or approved final disposal site.	\$ per cubic yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ per ton (Alternate)
0-15 miles	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	\$ 80.00
16-30 miles	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	\$ 80.00
31-60 miles	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	\$ 80.00
Greater than 60 miles	\$ 7.45	\$ 7.45	\$ 7.45	\$ 7.45	\$ 80.00
ROW C&D Debris Removal: Work consists of the collection and transportation of eligible C&D on the ROW or public property to approved final disposal site.	\$ per cubic yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ per ton (Alternate)
0-15 miles	\$ 7.75	\$ 7.75	\$ 7.75	\$ 7.75	\$ 80.00
16-30 miles	\$ 8.25	\$ 8.25	\$ 8.25	\$ 8.25	\$ 85.00
31-60 miles	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 140.00
Greater than 60 miles	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00	\$ 140.00
Demolition, Removal, Transport and Disposal of Non-RACM Structures: Work consists of decommissioning, demolition, an disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to approved final disposal site	\$ per cubic yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ per ton (Alternate)
0-15 miles	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 185.00
16-30 miles	\$ 19.95	\$ 19.95	\$ 19.95	\$ 19.95	\$ 195.00
31-60 miles	\$ 22.95	\$ 22.95	\$ 22.95	\$ 22.95	\$ 225.00
Greater than 60 miles	\$ 24.95	\$ 24.95	\$ 24.95	\$ 24.95	\$ 245.00
Demolition, Removal, Transport and Disposal of RACM Structures: Work consists of decommissioning, demolition, an disposal of eligible RACM structures on public or private property and hauling the resulting debris to approved final disposal site	\$ per cubic yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ per ton (Alternate)
0-15 miles	\$ 28.95	\$ 28.95	\$ 28.95	\$ 28.95	\$ 285.00
16-30 miles	\$ 29.95	\$ 29.95	\$ 29.95	\$ 29.95	\$ 295.00
31-60 miles	\$ 32.95	\$ 32.95	\$ 32.95	\$ 32.95	\$ 325.00
Greater than 60 miles	\$ 34.95	\$ 34.95	\$ 34.95	\$ 34.95	\$ 345.00
DMS Management and Operations: Work consist of managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	\$ per cubic yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ per ton (Alternate)
0-15 miles	\$ 1.45	\$ 1.45	\$ 1.45	\$ 1.45	\$ 14.50
16-30 miles	\$ 1.45	\$ 1.45	\$ 1.45	\$ 1.45	\$ 14.50
31-60 miles	\$ 1.45	\$ 1.45	\$ 1.45	\$ 1.45	\$ 14.50
Greater than 60 miles	\$ 1.45	\$ 1.45	\$ 1.45	\$ 1.45	\$ 14.50
DMS Management and Reduction by Grinding: Work consist of managing and operating DMS for acceptance of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	\$ per cubic yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ per ton (Alternate)
0-15 miles	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75	\$ 27.50
16-30 miles	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75	\$ 27.50
31-60 miles	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75	\$ 27.50
Greater than 60 miles	\$ 2.75	\$ 2.75	\$ 2.75	\$ 2.75	\$ 27.50
DMS Management and Reduction by Air Curtain Incineration: Work consist of managing and operating DMS for acceptance of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	\$ per cubic yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ per ton (Alternate)
0-15 miles	\$ 2.25	\$ 2.25	\$ 2.25	\$ 2.25	\$ 22.50
16-30 miles	\$ 2.25	\$ 2.25	\$ 2.25	\$ 2.25	\$ 22.50
31-60 miles	\$ 2.25	\$ 2.25	\$ 2.25	\$ 2.25	\$ 22.50
greater than 60 miles	\$ 2.25	\$ 2.25	\$ 2.25	\$ 2.25	\$ 22.50
Haul-out of Reduced Debris to Approved Final Disposal Site: Work consists of loading and transporting reduced eligible disaster related debris at approved DMS to designated final disposal site.	\$ per cubic yard (CY)	Low Range 0-100k CY	Mid Range 100k-500k CY	High Range 500k+ CY	\$ per ton (Alternate)
0-15 miles	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 40.00
16-30 miles	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 50.00
31-60 miles	\$ 8.50	\$ 8.50	\$ 8.50	\$ 8.50	\$ 85.00
greater than 60 miles	\$ 10.50	\$ 10.50	\$ 10.50	\$ 10.50	\$ 105.00

Removal of Hazardous Trees and Limbs: work consist of removing eligible hazardous trees or limbs and placing them on the safest possible location of the row for collection under the terms and conditions of Scope of Services	\$ Per Tree
6 inch to 12.99 inch diameter	\$ 75.00
13 inch to 24.99 inch diameter	\$ 100.00
25 inch to 36.99 inch diameter	\$ 170.00
37 inch to 48.99 inch diameter	\$ 295.00
49 inch and larger	\$ 395.00
Hanger Removal (Pre Tree)	\$ 85.00
Removal of Hazardous Stumps: Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal	\$ Per Stump
24.1 inch to 36.99 inch diameter	\$ 150.00
37 inch to 48.99 inch diameter	\$ 200.00
49 inch and larger diameter	\$ 300.00
ROW White Goods Debris Removal: Work consists of the removal of eligible White Goods from the ROW to approved DMS or approval. Facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the approved DMS to approved facility for recycling.	\$ Per Unit
Refrigerators and freezers requiring refrigerant recovery and	\$ 100.00
Washers, dryers, stoves, ovens, AC units, and hot water heaters	\$ 50.00
Used Electronics Removal: Work consists of recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County	\$ Per Unit
	\$ 25.00
Household Hazardous Waste Removal, Transport, and Disposal: Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to approved permitted hazardous waste facility or MSW type I landfill.	\$ Per Pound
	\$ 6.95
Abandoned Vehicle and Vessel Removal: Work Consists of removal and transports of eligible abandoned vehicles and vessels.	\$ Per Unit
Passenger Car	\$ 100.00
Single Axle	\$ 150.00
Vessel less than 20 linear feet	\$ 500.00
Vessels 21 linear feet and greater	\$ 2,500.00
Double Axle	\$ 200.00
Dead Animal Carcasses: Work Consists of the recovery and disposal of dead animal carcasses.	\$ Per Pound
	\$ 1.50

Equipment Type with Operator	Estimated Hours	Hourly Labor Ra	Total
Air Curtain Burner, Self-Contained System	1	\$ 185.00	\$ 185.00
50' Bucket truck	1	\$ 225.00	\$ 225.00
Crash truck w/ Impact Attenuator	1	\$ 145.00	\$ 145.00
Dozer, Tracked D3 or Equivalent	1	\$ 200.00	\$ 200.00
Dozer, Tracked D4 or Equivalent	1	\$ 200.00	\$ 200.00
Dozer, Tracked D5 or Equivalent	1	\$ 200.00	\$ 200.00
Dozer, Tracked D8 or Equivalent	1	\$ 200.00	\$ 200.00
Dump truck, 16+/-CY	1	\$ 100.00	\$ 100.00
Dump Truck, 20+/- CY	1	\$ 120.00	\$ 120.00
Dump Truck, 38+/- CY	1	\$ 140.00	\$ 140.00
Generator, 5.5 kW, List kW Capacity - 5.5kW	1	\$ 25.00	\$ 25.00
Generator, 200 kW, List kW Capacity - 200 kW as availabl	1	\$ 125.00	\$ 125.00
Generator, 2,500 kW, List kW Capacity 2,500 kW as availabl	1	\$ 750.00	\$ 750.00
Light Plant with Fuel and Support	1	\$ 75.00	\$ 75.00
Grader w/ 12' Blade (Min. 30,000 LB)	1	\$ 110.00	\$ 110.00
Hydraulic Excavator, 1.5 CY	1	\$ 145.00	\$ 145.00
Hydraulic Excavator, 2.5 CY	1	\$ 155.00	\$ 155.00
Knuckleboom Loader	1	\$ 250.00	\$ 250.00

Lowboy Trailer w/ Tractor	1	\$ 150.00	\$ 150.00
Mobile Crane up to 15 Ton	1	\$ 175.00	\$ 175.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$ 200.00	\$ 200.00
Pump, 200 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$ 400.00	\$ 400.00
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	1	\$ 600.00	\$ 600.00
Vac Truck (Mist Capacity), List Capacity - 2,500 Gallon	1	\$ 325.00	\$ 325.00
Pickup Truck, 1 Ton	1	\$ 40.00	\$ 40.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ Utility Grapple)	1	\$ 125.00	\$ 125.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ Utility Grapple)	1	\$ 135.00	\$ 135.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ Utility Grapple)	1	\$ 125.00	\$ 125.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ Utility Grapple)	1	\$ 135.00	\$ 135.00
Tub Grinder, 800 to 1,000 HP	1	\$ 550.00	\$ 550.00
Hydraulic Excavator, 1.5 CY (w/ Thumb)	1	\$ 175.00	\$ 175.00
Hydraulic Excavator, 2.5 CY (w/ Thumb)	1	\$ 180.00	\$ 180.00
Truck, Flatbed	1	\$ 120.00	\$ 120.00
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37ft Lift	1	\$ 135.00	\$ 135.00
Water Truck, 2,5000 gal (Non-Portable, Dust Control and Pavement Maintenance)	1	\$ 85.00	\$ 85.00
Wheel Loader, 3 CY, 152 HP	1	\$ 185.00	\$ 185.00
Wheel Loader, 4CY, 200 HP	1	\$ 195.00	\$ 195.00
Wheel Loader-Backhoe, 1.5 CY, 95 HP	1	\$ 175.00	\$ 175.00
Other-Please List	N/A	N/A	N/A

Labor Category	Estimated Hours	Hourly Labor Rate	Total
Operations managers w/ Cell Phone and 0.5 ton Pickup	1	\$ 80.00	\$ 80.00
Crew Foreman w/ Cell Phone and 1 ton Equipment Truck w/ Small tools and	1	\$ 75.00	\$ 75.00
Tree Climber W/ Chain Saw	1	\$ 90.00	\$ 90.00
Laborer w/ Chainsaw	1	\$ 45.00	\$ 45.00
Laborer w/Small Tools, Traffic Control, or Flag Person	1	\$ 45.00	\$ 45.00
Bonded and Certified Security Personnel	1	\$ 85.00	\$ 85.00
Other - Please List	N/A	N/A	N/A

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chainsaw, and 2 Laborers w/ Small Tools	1	\$ 395.00	\$ 395.00
Other Please List	N/A	N/A	N/A

## **EXHIBIT "B"**

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

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

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

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

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

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

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

(2) Termination for Convenience: GOVERNMENT may terminate this AGREEMENT for convenience upon no less than thirty (30) days written notice. In the event this AGREEMENT is terminated for convenience, CONTRACTOR be paid for any goods properly delivered and services properly performed to the date the AGREEMENT is deemed terminated; however, upon being notified of GOVERNMENT's election to terminate, CONTRACTOR shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of this AGREEMENT. CONTRACTOR acknowledges and agrees that is has received good, valuable and sufficient consideration from GOVERNMENT, the receipt and adequacy of which are hereby acknowledged for GOVERNMENT's right to terminate this AGREEMENT for convenience.



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

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

- (1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGREEMENTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders, this AGREEMENT may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of subparagraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon



each subcontractor or contractor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or contractor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

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

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

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

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

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

(a) CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this AGREEMENT.

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

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

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

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

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

(2) Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (I) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (I) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (I) of this section.

(3) Withholding for unpaid wages and liquidated damages. The GOVERNMENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

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

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

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

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

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

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

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

(1) This AGREEMENT is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor, its principals

(defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

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

CONTRACTOR must file with the GOVERNMENT the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, CONTRACTOR must complete and submit the Certification Regarding Lobbying Form.

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

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;

(b) Meeting contract performance requirements; or

(c) At a reasonable price.

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

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

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

#### M. ACCESS TO RECORDS

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

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

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

#### N. SEAL, LOGO AND FLAGS

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

#### O. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

**P. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**Q. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this contract.

**EXHIBIT "C"**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

DRC EMERGENCY SERVICES, LLC

KRISTY FUENTES, VICE-PRESIDENT

Date: \_\_\_\_\_, 2024