

Contract for Disaster Debris Removal and Disposal Services

THIS CONTRACT entered into this 13 day of May 2024, by and between Crowder Gulf Joint Venture, Inc. (herein referred to as "Contractor") and the City of Clearwater a political subdivision of the State of Florida (herein referred to as "City").

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;

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

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

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

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

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

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

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:

As per RFP 08-24 the Primary Contractor Crowder Gulf Joint Venture shall provide all expertise, personnel, tools, materials, equipment, transportation, travel, 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 disaster-generated debris (herein referred to as "debris"), including but not limited to hazardous and industrial waste materials 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/or 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, or as notified by the City 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 clear and haul all eligible debris from the ROW of the City to an approved Debris Management Site (DMS) or other disposal destination, in accordance with Federal requirements, as specified or agreed to by the City when directed to do so by the City. The Contractor shall use reasonable care not to damage, or further damage any City or private property not already damaged by the event. Should any property be damaged due to work on the part of the Contractor, the City may either bill the Contractor for 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. The Contractor is responsible for permitting.

1.6 Private Property Waivers:

The City will secure all necessary Right-of-Entry Agreements from property owners as prescribed by the Government for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

1.7 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the Public Assistance Program pertaining to debris management, planning, training, and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual disasters events as requested by the Contract Administrator. If Contractor must hire a consulting firm, then the Contractor will pass through the applicable charges to the City.

1.8 Debris Separation/Reduction and Debris Management Site(s) (DMS)

The Contractor shall operate and manage the DMS to accept and process all event debris. All

actions will be implemented by the Contractor only with prior approval of the City. Actions by the Contractor will include, but are not limited to the following:

- Ensure that only debris authorized the City's Contract Administrator will be allowed in the DMS sites.
- Provide the City a video record of the pre- and post-use site conditions.
- Prepare a plan of the proposed site layout and review with the City prior to its implementation.
- Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.
- Provide adequate fire prevention/firefighting equipment, including a water truck and hoses, on-site throughout the operational period of the DMS.
- Build and or maintain roads as necessary for DMS operation.
- Provide and/or construct and maintain stabilized roofed inspection towers enough for a minimum of three (3) inspectors. Towers will be positioned at any entrance and any exit of the DMS.
- Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- Confine hours of operation of the DMS to those determined by the City.
- Process debris by methods that may include, but not limited to, reduction by grinding, or other alternate methods or reduction, such as compaction.
- Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
- Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the DMS.
- Provide the City with proper and acceptable documentation (including destination, weight tickets) for final disposal of debris accepted at the DMS.
- Upon closure of the DMS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure. Survey the site to verify that it has been restored to pre-use elevation and condition.
- As directed by the City, sod, hydro-seed or sprig the property once all other site closure issues have been addressed.

1.9 Designation and Management of Staging Areas

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and wellbeing of all Contractor and Sub-Contractor personnel. The City will approve of the location, size, layout, and services to be provided at any staging area established by the Contractor, who will ensure that each are managed in accordance with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workman like 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 and/or rework, as required, will be accomplished at no additional cost to the City.

2.2 Cost of Services:

The Contractor shall bear all its own operating costs, is responsible for all permits and fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the City, the Contractor shall be reimbursed on a unit price basis – Exhibit A – Fee Schedule. Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs established in the Agreement. Any amendments, extensions or changes to the scope of the contracted services or unit prices are subject to full negotiations between the Contractor and the City.

Matters Related to Performance:

2.3 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.

2.4 Indemnification:

Subject to Section 768.28, Florida Statutes, 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. Nothing herein shall be construed as consent by the Customer to be sued by third parties, or as a waiver or modification of the provisions or limits of Section 768.28, Florida Statutes, or the Doctrine of Sovereign Immunity.

2.5 Insurance:

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.

- Worker's Compensation: Coverage per City requirements.
- Automobile Liability: Coverage per City requirements.
- Comprehensive General Liability: Coverage per City requirements.
- Contractors Pollution Liability Coverage Includes Transportation Pollution Coverage
- Professional Liability Coverage

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 and/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 seven (7) to ten (10) days following activation of contract the bond will be requested by the City at the time a major event is anticipated – approximately four (4) to seven (7) days in advance.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out this Contract within **(number of days will be determined once extent of damage has been determined)** working days and in accordance with this Contract.

3.5 Completion of Work:

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

3.6 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 consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.7 Term of Contract:

The term of the Contract shall be for three (3) one (1) year renewal options at the City's discretion, beginning on the date of acceptance by and signatures of the City and Contractor, whichever comes later.

3.8 Contract Renewal:

1. During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices and such adjustment will be considered and approval for such will not exceed the percentage change in the *US Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items*,

Tampa-St. Petersburg-Clearwater, FL. (<https://www.bls.gov/cpi/home.htm>) The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

3.9 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 and/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 seven (7) 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 workman like 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/or 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/or 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 this Contract. Contractor must report any damage to the City in writing within 24 hours. The City may either bill the Contractor for the damages, withhold funds due to the Contractor or require the Contractor to repair the damage(s) to the satisfaction of the City. The City shall make the determination of whether "negligence" has occurred. However, in no event shall the Contractor's liability here under 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 and/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.

4.10 Non-Exclusivity:

The City, in its sole discretion, reserves the right to request the services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Contract.

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's legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the City and/or unscheduled passes of each area impacted by the 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 any/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 and/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 Certifications:

The Contractor will be responsible for the certification of personnel and vehicles.

5.5 Certification of Vehicles 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/or 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.

5.6 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.

5.7 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).

5.8 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/or disposal site(s).

5.9 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 may be conducted 24 hours a day, seven days per week. Adjustments to workdays and/or work hours shall be as directed by the City following consultation and notification to the Contractor.

5.10 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.

5.11 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.

5.12 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.

5.13 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 and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.14 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, at all times, 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.

5.15 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/or disposal site(s). The

serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/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:

6.3 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.

6.4 Weekly Summaries:

A summary of all information contained in the daily reports as set out in this Section 6.0 of this Contract or in a format required by the City.

6.5 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.

6.6 Data Reconciliation:

Reconciliation of data will be accomplished weekly between the Contractor and the City's representative. All discrepancies will be resolved within five days.

6.6 Final Project Closeout:

Upon final inspection and/or 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 and/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/or Government.

6.7 Additional Supporting Documentation:

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

6.8 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.

6.9 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.

6.10 Public Records:

The Contractor agrees to comply with the provisions of Chapter 119, Florida Statutes, as may be applicable.

7.0 UNIT PRICES and PAYMENTS

RFP 08-24 Fee Schedule per Exhibit A dated March 12, 2024 (RFP 08-24 Response).

7.1 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.

7.2 Payment Responsibility:

The City agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.0 of this Contract and process said invoices for payment within 30 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.

7.3 Ineligible Work:

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

7.4 Eligibility Inspections:

The Contractor and the City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.0 of this Contract.

7.5 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.

7.6 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7.0 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.

7.7 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: CrowderGulf
ATTN: Ashley Ramsay-Naile, President
5629 Commerce Blvd E
Mobile, AL 36619
jramsay@crowdergulf.com

City: City of Clearwater Solid Waste/ Recycling
Attn: Kervin St. Aimie – Solid Waste Director
1701 N. Hercules Ave.
Clearwater, FL 33765
727-642-1693
Kervin.staimie@myclearwater.com

8.2 Applicable Law:

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

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/or 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.

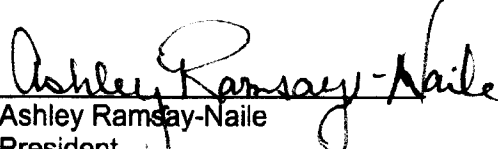
8.5 Severability:

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.

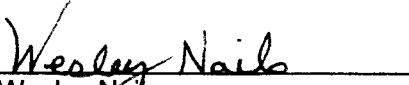
[Remainder of Page Left Blank Intentionally]

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 JOINT VENTURE, INC.


Ashley Ramsay-Naile
President

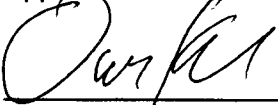
Attest:


Wesley Naile
Contracts Manager

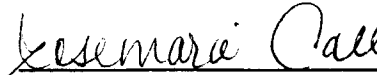
CITY OF CLEARWATER


Jennifer Poirrier
City Manager

Approved as to form:


Owen Kohler
Lead Assistant City Attorney

Attest:


Rosemarie Call
City Clerk



**Exhibit A - Fee Schedule
RFP 08-24 Disaster Debris Removal and Disposal Services**

NOTE: the Estimate Quantities are provided to facilitate an "event estimate" to evaluate proposals; extended line costs are not required

Fee Schedule Part A: Services Unit Prices

Item	Description	Estimate Quantity	Unit	Unit Price	Total
A1	Loading and hauling debris from public property and rights-of-way to a disaster debris management site (DDMS)	60	Cubic Yard	\$ 9.25	\$ 555.00
A2	Loading and hauling debris from public property, rights-of-way, or the DDMS, to a final disposal site	120	Cubic Yard	\$ 16.95	\$ 2,034.00
A3	Debris reduction by chipping/grinding	40	Cubic Yard	\$ 6.75	\$ 270.00
A4	Rights-of-way white goods removal	50	Per Unit	\$ 35.00	\$ 1,750.00
A5	Freon management and recycling	50	Per Unit	\$ 35.00	\$ 1,750.00
A6	Animal carcass collection, hauling, and final disposal	5	Per Pound	\$ 2.00	\$ 10.00
A7	Loading and hauling debris reduction by-products to a final disposal site	50,000	Cubic Yard	\$ 3.00	\$ 150,000.00
A8	Loading and hauling household hazardous waste to a final disposal site	500	Per Pound	\$ 9.00	\$ 4,500.00
A9	Hazardous stump removal 24" to 36.99" diameter	40	Each	\$ 200.00	\$ 8,000.00
A10	Hazardous stump removal 37" to 48.99" diameter	20	Each	\$ 300.00	\$ 6,000.00
A11	Hazardous stump removal 49" and larger	5	Each	\$ 400.00	\$ 2,000.00
A12	Hazardous tree removal 6" to 12.99" diameter	320	Each	\$ 50.00	\$ 16,000.00
A13	Hazardous tree removal 13" to 24.99" diameter	150	Each	\$ 140.00	\$ 21,000.00
A14	Hazardous tree removal 25" to 36.99" diameter	40	Each	\$ 290.00	\$ 11,600.00
A15	Hazardous tree removal 37" to 48.99" diameter	10	Each	\$ 330.00	\$ 3,300.00
A16	Hazardous tree removal 49" and larger	5	Each	\$ 395.00	\$ 1,975.00
A17	Hazardous limbs larger than 2" diameter	6,000	Each	\$ 40.00	\$ 240,000.00
A18	Clean, fill dirt - supply and delivery	100,000	Cubic Yard	\$ 5.00	\$ 500,000.00
A19	Sand screening	100,000	Cubic Yard	\$ 12.00	\$ 1,200,000.00
A20	Removal of electronic waste	100	Per Unit	\$ 40.00	\$ 4,000.00
A21	Marine vessel removal	40	Linear Foot	\$ 450.00	\$ 18,000.00
A22	Vehicle removal	30	Per Unit	\$ 150.00	\$ 4,500.00
A23	Land vessel removal	40	Linear Foot	\$ 250.00	\$ 10,000.00
A24a	Waterway debris removal- land based	1	Cubic Yard	\$ 48.00	\$ 48.00
A24b	Waterway debris removal- marine based	1	Cubic Yard	\$ 125.00	\$ 125.00

Fee Schedule Part A: Services Unit Prices - Continued...

Item	Description	Estimate Quantity	Unit	Unit Price	Total
A25	Office trailer, temporary	1	Per Day	\$ 350.00	\$ 350.00
OPTIONAL SERVICES					
	Beach Debris Removal and Hauled to DMS	1	CY	\$ 32.00	\$ 32.00
	Hauling tailings from screening operation to final disposal	1	CY	\$ 36.00	\$ 36.00
	Hauling debris from City owned property, other than ROW.	1	CY	\$ 26.00	\$ 26.00

Exhibit A Fee Schedule
RFP 08-24 Disaster Debris Removal and Disposal Services

NOTE: the Estimate Quantities are provided to facilitate an "event estimate" to evaluate proposals; extended line costs are not required

Fee Schedule Part B: Hourly Labor, Equipment, and Material Rates

Item	Description	Estimate Quantity	Unit	Unit Price	Total
B1	Wheel loader with utility grapple, 1.5 CY, 95 HP	140	Per Hour	\$ 145.00	\$ 20,300.00
B2	Wheel loader with utility grapple, 3 CY, 152 HP	140	Per Hour	\$ 155.00	\$ 21,700.00
B3	Wheel loader with utility grapple, 4 CY, 200 HP	140	Per Hour	\$ 165.00	\$ 23,100.00
B5	Compact trackloader with utility grapple, 1,500 lb.	140	Per Hour	\$ 125.00	\$ 17,500.00
B6	Compact trackloader with utility grapple, 2,500 lb.	140	Per Hour	\$ 125.00	\$ 17,500.00
B7	Steer loader with street sweeper	300	Per Hour	\$ 125.00	\$ 37,500.00
B8	Tractor/grader with box blade or rake, minimum 30,000 lb.	200	Per Hour	\$ 150.00	\$ 30,000.00
B9	Log skidder	200	Per Hour	\$ 150.00	\$ 30,000.00
B10	D4 dozer or equivalent	140	Per Hour	\$ 150.00	\$ 21,000.00
B11	D5 dozer or equivalent	140	Per Hour	\$ 160.00	\$ 22,400.00
B12	D6 dozer or equivalent	140	Per Hour	\$ 170.00	\$ 23,800.00
B13	D7 dozer or equivalent	140	Per Hour	\$ 180.00	\$ 25,200.00
B14	D8 dozer or equivalent	140	Per Hour	\$ 190.00	\$ 26,600.00
B15	Hydraulic excavator, 1.5 CY with thumb	140	Per Hour	\$ 150.00	\$ 21,000.00
B16	Hydraulic excavator, 2.5 CY with thumb	140	Per Hour	\$ 160.00	\$ 22,400.00
B17	Knuckleboom loader	200	Per Hour	\$ 160.00	\$ 32,000.00
B18	Hand-fed debris chipper	280	Per Hour	\$ 45.00	\$ 12,600.00
B19	800 - 1,000 HP tub grinder	280	Per Hour	\$ 675.00	\$ 189,000.00
B20	30 ton crane	100	Per Hour	\$ 180.00	\$ 18,000.00
B21	50 ton crane	140	Per Hour	\$ 200.00	\$ 28,000.00
B22	100 ton crane	140	Per Hour	\$ 400.00	\$ 56,000.00
B23	40 - 60' bucket truck	280	Per Hour	\$ 120.00	\$ 33,600.00
B24	Greater than 60' bucket truck	100	Per Hour	\$ 150.00	\$ 15,000.00
B25	Fuel/service truck	280	Per Hour	\$ 165.00	\$ 46,200.00
B26	Water truck, 2,500 gallon, non-potable	280	Per Hour	\$ 125.00	\$ 35,000.00
B27	Lowboy trailer with tractor	140	Per Hour	\$ 140.00	\$ 19,600.00
B28	Flatbed truck	140	Per Hour	\$ 75.00	\$ 10,500.00
B29	Pick-up truck, 1 ton	140	Per Hour	\$ 45.00	\$ 6,300.00
B30	Self-loading dump truck with debris grapple	280	Per Hour	\$ 265.00	\$ 74,200.00

Vendor: CrowderGulf Joint Venture, Inc.

Fee Schedule Part B: Hourly Labor, Equipment, and Material Rates - Continued...

Item	Description	Estimate Quantity	Unit	Unit Price	Total
B31	Single axle dump truck 5-12 cubic yard	280	Per Hour	\$ 95.00	\$ 26,600.00
B32	Tandem axle dump truck 16+/- cubic yard	140	Per Hour	\$ 110.00	\$ 15,400.00
B33	Tandem axle dump truck 20+/- cubic yard	140	Per Hour	\$ 115.00	\$ 16,100.00
B34	Tandem axle dump truck 38+/- cubic yard	140	Per Hour	\$ 140.00	\$ 19,600.00
B35	Power screen	200	Per Hour	\$ 185.00	\$ 37,000.00
B36	Stacking conveyor	200	Per Hour	\$ 45.00	\$ 9,000.00
B37	Chainsaw	200	Per Hour	\$ 10.00	\$ 2,000.00
B38	Generator, 5.5 kW capacity	140	Per Hour	\$ 20.00	\$ 2,800.00
B39	Generator, 200 kW capacity	140	Per Hour	\$ 400.00	\$ 56,000.00
B40	Generator, 2,500 kW capacity	140	Per Hour	\$ 3,600.00	\$ 504,000.00
B41	Light plant including fuel and support	280	Per Hour	\$ 60.00	\$ 16,800.00
B42	Pump, 95 HP, minimum 25' intake and 200' discharge including fuel and support	140	Per Hour	\$ 225.00	\$ 31,500.00
B43	Pump, 200 HP, minimum 25' intake and 200' discharge including fuel and support	140	Per Hour	\$ 300.00	\$ 42,000.00
B44	pump, 650 HP, minimum 25' intake and 200' discharge including fuel and support	140	Per Hour	\$ 400.00	\$ 56,000.00
B45	Air curtain incinerator, self-contained	140	Per Hour	\$ 225.00	\$ 31,500.00
B46	Mobile command and communications trailer	240	Per Hour	\$ 225.00	\$ 54,000.00
B47	Laborer, small hand tools, traffic control flagger	200	Per Hour	\$ 38.00	\$ 7,600.00
B48	Skilled sawman	200	Per Hour	\$ 42.00	\$ 8,400.00
B49	Crew Foreman with cell phone, truck and miscellaneous tools	240	Per Hour	\$ 65.00	\$ 15,600.00
B50	Operations Manager with cell phone, truck and misc. tools	240	Per Hour	\$ 90.00	\$ 21,600.00
B51	Tree climber	200	Per Hour	\$ 125.00	\$ 25,000.00
B52	Security personnel, bonded and certified	240	Per Hour	\$ 65.00	\$ 15,600.00
OPTIONAL HOURLY LABOR, EQUIPMENT, AND MATERIAL					

CrowderGulf Pricing Notes & Additional Pricing Line Items for City of Clearwater, FL

- Line Item A3 – CrowderGulf will honor this rate for C&D Compaction as well.
- Line Item A21 – our rate is for Vessels up to 35' – for anything over 35' we will negotiate on a case by case basis.
- Line Item A24a – our rate is for debris up to 35' – for anything over 35' we will negotiate on a case by case basis.
- Line Item A7 – our rate is priced as debris from contractors DMS to Final Disposal Site.
- Line Items A12-A17 – rate is to cut and drop only. Resulting debris will be hauled at the ROW rates.

Tipping / disposal fees for all line items will be a pass through cost at no markup.