

STATE OF TEXAS

CONTRACT FOR SERVICES

COUNTY OF COLLIN

BACKGROUND

This contract for services is made and entered into by and between as Secondary award, Ceres Environmental Services, Inc., a Corporation (hereinafter referred to as "PROVIDER"), and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER will perform Disaster Debris Removal, Reduction, Disposal and other Emergency Debris Related Services. Countywide which adhere to and include, but are not limited to, all required federal contract provisions as required of any federally-funded work (See "Exhibit A"). These services will include, but are not limited to:

- 1.1 Coordinating and mobilizing and appropriate number of cleanup crews, as determined by the County Debris Manager.
- 1.2 Clearing and removing any and all "Eligible" debris as most currently defined by Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321; Public Assistance Policy Digest, FEMA Publication 322; Public Assistance Guide, FEMA Publication 323; Public Assistance Applicant Handbook, FEMA Publication 325; Debris Management Guide; all applicable state and federal Disaster Specific Guidance (DSG) documents; FEMA fact sheets and policies; and as directed by the County Debris Manager.
- 1.3 Emergency Road Clearance
- 1.4 ROW Vegetative Debris Removal
- 1.5 ROW C&D Debris Removal
- 1.6 Demolition, Removal, Transport and Disposal of Non-RACM Structures
- 1.7 Demolition, Removal, Transport and Disposal of RACM Structures
- 1.8 DMS(s) Management, Operations and Reduction through Grinding
- 1.9 DMS(s) Management, Operations and Reduction through Air Curtain Incinerators
- 1.10 DMS(s) Management, Operations and Reduction through Controlled Opening Burning
- 1.11 Haul-Out of Reduced Debris to a County Approved Final Disposal Site
- 1.12 Removal of Hazardous Trees, Limbs, and Stumps

- 1.13 Sand, Silt, and Debris Removal from Detention/Retention Structures
- 1.14 Household Hazardous Waste Removal Transport and Disposal
- 1.15 ROW White Goods Debris Removal
- 1.16 Dead Animal Carcasses
- 1.17 Other Debris Removal

2. DOCUMENTS INCORPORATED BY REFERENCE

The parties agree that this Contract, Request for Proposal No. 2025-002 (RFP), Addenda Clarifications, Proposal, and Best and Final Offer (BAFO) (including the Schedules, exhibits and any attachments hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Contract and supersedes all previous communications, representations, understandings and agreements, either oral or written between the parties with respect to said subject matter. Change Orders issued hereafter, and any other amendments executed by the Owner and Provider, shall become and be a part of this Contract. The order of precedence is RFP, Addenda Clarifications, BAFO, Contract, and Proposal. **Any conflict with the Providers Executed Bid Form and the Request for Proposal, Plans and other contract documents prepared by the County shall be construed in favor of the contract documents prepared by the County.**

3. TERM OF CONTRACT

The Contract begins on date of award for twelve (12) months. At Collin County's option and approval by the PROVIDER, the contract may be renewed for four (4) additional twelve (12) month periods. Prices will be fixed for one (1) year with option for a price redetermination as outlined in 2.8 Request for Proposal specifications. In the event the Primary PROVIDER is unable to honor the terms and conditions of the contract, the Secondary PROVIDER may be called. The Primary PROVIDER is the first contact.

4. COMPENSATION AND METHOD OF PAYMENT

The parties agree that PROVIDER shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Pricing Schedule attached hereto as "Attachment A" and thereby made a part of this Agreement. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251 when the PROVIDER satisfies the following conditions:

- 4.1 PROVIDER will bill for services performed in accord with this contract;
- 4.2 PROVIDER will send a/an (monthly, if applicable) invoice to Collin County, Accounts Payable, 2300 Bloomdale Rd, Suite 3100, McKinney, TX 75071;
- 4.3 PROVIDER's invoice will detail the services provided;

5. INDEMNIFICATION

PROVIDER shall defend, indemnify and save harmless COUNTY and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of PROVIDER's

breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the PROVIDER, or of any agent, employee, subcontractor or supplier of PROVIDER in the execution of, or performance under, any contract which may result from an award. PROVIDER shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against COUNTY and/or participating entities arising out of such breach, act, error, omission and/or fault.

6. AGENCY-INDEPENDENT CONTRACT

PROVIDER is an independent Provider. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

7. MISCELLANEOUS PROVISIONS

7.1 FINANCIAL INTEREST IN ANY CONTRACT BY COUNTY'S OFFICERS, EMPLOYEES OR AGENTS

No officer, employee or agent of the COUNTY shall have a financial interest, direct or indirect, in any contract with the COUNTY or be financially interested, directly or indirectly, in the sale to the COUNTY of any land, materials, supplies or services, except on behalf of the COUNTY as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the COUNTY shall render the contract involved voidable by the COUNTY.

7.2 SERVICE OF NOTICES

The COUNTY and the PROVIDER shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the PROVIDER be a corporation, upon any officer or director thereof.

7.3 SEVERABILITY

In the event a term, condition, or provision of this Agreement is determined to be void,

unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

7.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

7.5 ASSIGNMENTS

The PROVIDER shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the COUNTY.

The PROVIDER shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the COUNTY.

The approval of the COUNTY of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the COUNTY of any assignment, transfer or conveyance shall not operate to release the PROVIDER or surety hereunder from any of the Contract and bond obligations, and the PROVIDER shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

7.6 STATE AND LOCAL SALES AND USE TAXES

The COUNTY qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the PROVIDER shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The PROVIDER shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the PROVIDER in performing the Contract with the COUNTY. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the COUNTY are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the PROVIDER must name the COUNTY and the project for which the equipment, material and supplies are being purchased, leased or rented.

7.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract, and that the exclusive venue for any legal proceeding involving this Contract shall be in Collin County, Texas.

7.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the COUNTY or any agent of the COUNTY; any order, measurement, quantity or certificate by the COUNTY or any agent of the COUNTY; any order by the COUNTY for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the COUNTY shall not operate as a waiver of any provisions of the contract or any power therein reserved to the COUNTY of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The COUNTY reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The COUNTY reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the PROVIDER or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the PROVIDER of responsibility for faulty materials or workmanship, and the PROVIDER shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the COUNTY shall constitute acceptance of work not done in accordance with the Contract Documents or relieve PROVIDER of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

7.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of COUNTY or any agent of the COUNTY to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve PROVIDER from full compliance with the Contract Documents nor render COUNTY liable to PROVIDER for money damages, extensions of time or increased compensation of any kind.

7.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

7.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

7.12 INTERPRETATION

Although this Agreement is drafted by the COUNTY, Collin County, should any part be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

7.13 EXPENSES FOR ENFORCEMENT

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

7.14 LETTER OF GUARANTEE (Proof of Bonding Capacity) AND BONDS

PROVIDER will submit a certified letter each quarter verifying the continuing proof of bonding capacity within ten (10) days of COUNTY request.

At the time services are required, PROVIDER shall furnish Payment Bond (for a contract in excess of \$25,000) and Performance Bond (for a contract in excess of \$100,000) in the amount of one hundred percent (100%) of the purchase order total within six (6) days of Notice to Proceed.

7.15 FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

8. PARTIES ADDRESSES

COUNTY:

Fire Marshal/Emergency Management
4690 Community Ave.
Suite 200
McKinney, TX 75071

County Administrator
2300 Bloomdale Ave.
Suite 4192
McKinney, TX 75071

Purchasing
2300 Bloomdale Ave.
Suite 3160
McKinney, TX 75071

PROVIDER

Tia Laurie
Ceres Environmental Services, Inc.
Director of Administration/ Corporate Secretary
6371 Business Boulevard, Suite 100
Sarasota, FL 34240
941-358-6363
Tia.Laurie@ceresenv.com

APPROVED on this day the 4th day of August, 2025, by
Commissioners Court Order No. 2025-758-08-04

COLLIN COUNTY
STATE OF TEXAS

Signed by:

Michelle Charnoski

91220EA0B3AF4*6

Michelle Charnoski
Purchasing Agent

Date: 8/5/2025

Court Order No. 2025-758-08-04

PROVIDER (Secondary)
CERES ENVIRONMENTAL
SERVICES, Inc.

Tia Laurie

(Authorized Signature)

Name:
TIA LAURIE

(Printed)
TITLE: CORPORATE SECRETARY

Date: JULY 18, 2025

EXHIBIT A
CERTIFICATION OF COMPLIANCE WITH FEDERAL STANDARDS & REQUIREMENTS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Collin County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Collin County are required to include the provisions below in any contracts executed with subcontractors performing the scope of services and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Collin County, all contracts made by Collin County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION – Bidder agrees to comply with 2 CFR 200.336 and provide Collin County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the successful Bidder(s) which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. Successful Bidder shall maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY – Bidder agrees to comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Bidder must comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8009); the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABAA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT – Bidder submitting bids exceeding \$100,000 agree to comply with CFR 200 APPENDIX II (J) and 24 CFR 570.303, and shall file the required certification (see Attachment C, *Certification Regarding Lobbying*) under 31 U.S.C. 1352.

CIVIL RIGHTS ACT OF 1964 (TITLE VI 42 U.S.C. § 2000D) – Bidder agrees to comply with Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974,

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8009), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), which prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

CLEAN AIR ACT & THE FEDERAL WATER POLLUTION CONTROL ACT – If at any time during the contract term funding to contract exceeds \$150,000, Bidder agrees to comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Bidder agrees it shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR. For any subcontractors under this contract receiving contracts in excess of \$150,000 Bidder agrees to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT – Bidder agrees to comply with the Contract Work Hours and Safety Standards Act. For any contract awarded under this contract opportunity in excess of \$100,000, that contract shall be a covered transaction for purposes of compliance with the 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).

COPELAND "ANTI-KICKBACK" ACT – Bidder agrees to 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 each vendor, contractor, subcontractor, or subrecipient shall 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.

COST PLUS CONTRACTING PROHIBITED – Bidder agrees to comply with the prohibition against cost-plus-a percentage-of-cost (CPPC) contracting. Pursuant to 2 CFR 200.323(d). Bidder agrees to never use cost plus a percentage of cost and percentage of construction cost methods of contracting, including in subcontracts and third-party contracts. A cost-plus contract

is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

DAVIS BACON & RELATED ACTS – When applicable, Bidder agrees to comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 3 and part 6). In accordance with the statute, Contractors are 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.

DEBARMENT AND SUSPENSION – Bidder affirms that it is not debarred nor suspended from receiving federally-funded awards. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

ENERGY EFFICIENCY – Bidder agrees to comply with the standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

EQUAL EMPLOYMENT OPPORTUNITY – Bidder agrees to comply with the Equal Opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). Bidder agrees it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Bidder agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES – Bidder agrees to comply with the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities. Bidder agrees to include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or

orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor.

EQUAL EMPLOYMENT OPPORTUNITY FOR VETERANS – Bidder agrees to comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions (41 CFR 60.300). Bidder agrees it shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran in regard to any position for which the employee or applicant for employment is qualified. Bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices. Bidder shall include the Equal Employment Opportunity for VEVRAA Protected Veterans clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract).

FAIR LABOR STANDARDS ACT – Bidder agrees to comply with the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.). Bidder warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 – Bidder agrees to comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING – Bidder agrees to comply with local codes and national building codes for any work involving rehabilitation or construction, including design. When contract is funded, in whole or in part, by HUD funding, Bidder agrees to comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Bidder agrees to comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.

HOLD HARMLESS AGREEMENT – Bidder agrees to indemnify, defend, and hold harmless Harris County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. The successful Bidder shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation for Bids. Certification of such coverage must be provided to the County upon request.

LEAD BASED PAINT – Bidder agrees to comply with the provisions found in 24 CFR 570.608, the Lead- Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

NON-COLLUSION – Bidder agrees to comply with The Sherman Act, which prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Bidder agrees that it has not in any way directly or indirectly: Colluded, conspired, or agreed with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid; Paid or agreed to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder; or Assembled in coordination with any other organization in an attempt to fix the price of the work.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES – Bidder agrees to comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors who are awarded contracts with the County are required to take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBES).

POTENTIAL CONFLICT OF INTEREST – In accordance with 2 CFR 200.112, Bidder agrees to comply with disclosure requirements pursuant to Texas Local Government Code, Chapter 176. Bidder agrees not to use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date Bidder becomes aware of facts that

require the statement to be filed.

PREVAILING WAGES – Bidder agrees to comply with Texas Government Code (TGC) 2258. Prevailing Wage Rates. In accordance with the statute, Contractors shall be required to pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate.

PROCUREMENT OF RECOVERED MATERIALS – Bidder agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunities are subject to the requirements of Section 6002.

PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS – Bidder agrees to comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which applies to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS & PUBLIC WORKS PROJECTS – The Bidder certifies by the submission of its bid that it:

- Is not a Contractor of a foreign country included on the USTR list.
- Has not and will not enter into any subcontract with a subcontractor of a foreign country included on the USTR list.
- Will not provide any product of a foreign country included on the USTR list.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B)) – Pursuant to 2 CFR Appendix II to Part 200 (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, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Collin County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Collin County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Collin County may have in law or equity. Administrative remedies for non- performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Collin County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))

Pursuant to 2 CFR Appendix II to Part 200 (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, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. Collin County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Collin County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Collin County may have in law or equity. Administrative remedies for non- performance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Collin County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Collin County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law. General Provisions. Collin County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

WHISTLEBLOWER PROTECTION ACT - Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be

discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services

TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252-152) – Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS – Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor's taxes become delinquent or Contractor becomes otherwise indebted to Collin County, Collin County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045. Whether or not a Contractor's taxes are delinquent will be determined by an independent review of the Tax Office records. Contractors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Contractors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Proposal in order to ensure that their Proposal will be considered. Furthermore, if, during the performance of this contract, a Contractor's taxes become delinquent or a vendor becomes otherwise indebted to Collin County, Collin County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

Attachment A - Pricing Schedule

RFP 2025-002 Disaster Debris Management

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid. Any rates provided to the County must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for service, labor, materials, equipment, overhead, and any other costs. No separate line item rates or charges for services listed in the scope of work will be accepted. Quantities are estimated. Collin County may require more or less, in case of a discrepancy between unit and total pricing, UNIT pricing governs.

| Schedule - Part 1 | | Estimated Quantity | UOM | Numeric Unit Price | Extended Price |
|---|--|--------------------|------|--------------------|----------------|
| Emergency Road Clearance (Equipment and Labor Rates) | | | | | |
| #1-1 | Air Curtain Pit Burner w/ operator | 1 | Hour | \$ 171.50 | \$ 171.50 |
| #1-2 | Air Curtain refractory incinerator w/ operator | 1 | Hour | \$ 181.30 | \$ 181.30 |
| #1-3 | Bobcat loader w/ operator | 1 | Hour | \$ 122.50 | \$ 122.50 |
| #1-4 | Bucket Truck w/ operator | 1 | Hour | \$ 161.70 | \$ 161.70 |
| #1-5 | Chipper/mulcher (8' throat) w/ operator | 1 | Hour | \$ 70.56 | \$ 70.56 |
| #1-6 | Chipper/mulcher (12' throat) | 1 | Hour | \$ 76.44 | \$ 76.44 |
| #1-7 | Crane - 30 Ton | 1 | Hour | \$ 171.50 | \$ 171.50 |
| #1-8 | Crane - 50 Ton | 1 | Hour | \$ 235.20 | \$ 235.20 |
| #1-9 | Crane - 100 Ton | 1 | Hour | \$ 343.00 | \$ 343.00 |
| #1-10 | Crash truck w/ Impact Attenuator w/ operator | 1 | Hour | \$ 107.80 | \$ 107.80 |
| #1-11 | Dozer, tracked, D5 or similar w/ operator | 1 | Hour | \$ 117.60 | \$ 117.60 |
| #1-12 | Dozer, tracked, D6 or similar w/ operator | 1 | Hour | \$ 151.90 | \$ 151.90 |
| #1-13 | Dozer, tracked, D7 or similar w/ operator | 1 | Hour | \$ 166.60 | \$ 166.60 |
| #1-14 | Dozer, tracked, D8 or similar w/ operator | 1 | Hour | \$ 176.40 | \$ 176.40 |
| #1-15 | Dump Truck 18-20 CY w/ operator | 1 | Hour | \$ 98.00 | \$ 98.00 |
| #1-16 | Dump Truck 21-30 CY w/ operator | 1 | Hour | \$ 112.70 | \$ 112.70 |
| #1-17 | Generator and lighting w/ operator | 1 | Hour | \$ 24.50 | \$ 24.50 |
| #1-18 | Grader w/ 12' blade w/ operator | 1 | Hour | \$ 122.50 | \$ 122.50 |
| #1-19 | Hydraulic Excavator, 1.5 CY w/ operator | 1 | Hour | \$ 107.80 | \$ 107.80 |
| #1-20 | Hydraulic Excavator, 2.5 CY w/ operator | 1 | Hour | \$ 117.60 | \$ 117.60 |

| | | | | | |
|-------|---|---|------|-----------|-----------|
| #1-21 | Knuckleboom Loader w/ operator | 1 | Hour | \$ 220.50 | \$ 220.50 |
| #1-22 | Lowboy trailer w/ tractor w/ operator | 1 | Hour | \$ 112.70 | \$ 112.70 |
| #1-23 | Log Skidder w/ operator | 1 | Hour | \$ 195.02 | \$ 195.02 |
| #1-24 | Mobile crane (adequate for hanging limbs/leaning trees) w/ operator | 1 | Hour | \$ 155.82 | \$ 155.82 |
| #1-25 | Pickup truck, .5 ton w/ operator | 1 | Hour | \$ 63.70 | \$ 63.70 |
| #1-26 | Soil Compactor, 81 + HP w/ operator | 1 | Hour | \$ 73.50 | \$ 73.50 |
| #1-27 | Soil Compactor, 80HP w/ operator | 1 | Hour | \$ 83.30 | \$ 83.30 |
| #1-28 | Soil Compactor, Towed Unit w/ operator | 1 | Hour | \$ 93.10 | \$ 93.10 |
| #1-29 | Stump Grinder 30" diameter or less w/ operator | 1 | Hour | \$ 93.10 | \$ 93.10 |
| #1-30 | Stump Grinder 30" diameter or greater w/ operator | 1 | Hour | \$ 122.50 | \$ 122.50 |
| #1-31 | Traffic Control, Temporary Single Lane Closure w/ operator | 1 | Hour | \$ 132.30 | \$ 132.30 |
| #1-32 | Traffic Control, Temporary Road Closure w/ operator | 1 | Hour | \$ 269.50 | \$ 269.50 |
| #1-33 | Truck Flatbed w/ operator | 1 | Hour | \$ 102.90 | \$ 102.90 |
| #1-34 | Tub Grinder, 800 to 1000HP w/ operator | 1 | Hour | \$ 392.00 | \$ 392.00 |
| #1-35 | Waste Collection Rear Loader Truck w/ operator | 1 | Hour | \$ 191.10 | \$ 191.10 |
| #1-36 | Water Truck w/ operator | 1 | Hour | \$ 122.50 | \$ 122.50 |
| #1-37 | Wheel Loader, 2.5 CY, 950 or similar w/ operator | 1 | Hour | \$ 142.10 | \$ 142.10 |
| #1-38 | Wheel Loader, 3.5-4.0 CY, 966 or similar w/ operator | 1 | Hour | \$ 151.90 | \$ 151.90 |
| #1-39 | Wheel Loader, 4.5 CY, 980 or similar w/ operator | 1 | Hour | \$ 161.70 | \$ 161.70 |
| #1-40 | Wheel Loader-Backhoe, 1.0-1.5 CY w/ operator | 1 | Hour | \$ 112.70 | \$ 112.70 |
| #1-41 | Operations Manager | 1 | Hour | \$ 83.30 | \$ 83.30 |
| #1-42 | Superintendent with truck, phone & radio | 1 | Hour | \$ 80.36 | \$ 80.36 |
| #1-43 | Foreman with truck, phone & radio | 1 | Hour | \$ 78.40 | \$ 78.40 |

| | | | | | |
|--------------------------|--|---|------|-------------|-------------|
| #1-44 | Safety/Quality Control Inspector w/ vehicle, phone & radio | 1 | Hour | \$ 93.10 | \$ 93.10 |
| #1-45 | Inspector with vehicle, phone & radio | 1 | Hour | \$ 90.16 | \$ 90.16 |
| #1-46 | Climber with Gear | 1 | Hour | \$ 93.10 | \$ 93.10 |
| #1-47 | Saw Hand with Chainsaw | 1 | Hour | \$ 63.70 | \$ 63.70 |
| #1-48 | Laborers & Flagmen | 1 | Hour | \$ 58.80 | \$ 58.80 |
| #1-49 | Timekeeper | 1 | Hour | \$ 58.80 | \$ 58.80 |
| #1-50 | HazMat Professional | 1 | Hour | \$ 63.70 | \$ 63.70 |
| #1-51 | Household HazMat Inspection and Removal Crew | 1 | Hour | \$ 318.50 | \$ 318.50 |
| SCHEDULE - PART 1 TOTAL: | | | | \$ 6,910.96 | \$ 6,910.96 |

| Schedule - Part 2 | | Estimated Quantity | UOM | Numeric Unit Price | Extended Price |
|--|---|--------------------|----------|--------------------|------------------|
| Debris Removal, Disposal, and Operations | | | | | |
| #2-1 | ROW vegetative debris removal | 2,000,000 | CY | \$ 8.40 | \$ 16,800,000.00 |
| #2-2 | ROW C&D Debris Removal | 2,000,000 | CY | \$ 8.80 | \$ 17,600,000.00 |
| #2-3 | DMS Management and Reduction debris (grinding) | 1,500,000 | CY | \$ 3.61 | \$ 5,415,000.00 |
| #2-4 | DMS Management and Reduction debris (incineration) | 500,000 | CY | \$ 2.72 | \$ 1,360,000.00 |
| #2-5 | DMS Management and Reduction of debris (compaction) | 2,000,000 | CY | \$ 1.93 | \$ 3,860,000.00 |
| #2-6 | Load, transport and disposal of Reduced Debris to Final Disposal Site | 1,500,000 | CY | \$ 4.46 | \$ 6,690,000.00 |
| #2-7 | Load, transport, and disposal of Unreduced Debris to Final Disposal Site | 500,000 | CY | \$ 4.41 | \$ 2,205,000.00 |
| #2-8 | Removal, transportation, and disposal of structures from private property | 250,000 | CY | \$ 12.85 | \$ 3,212,500.00 |
| #2-9 | Debris removal from private property | 25,000 | CY | \$ 10.87 | \$ 271,750.00 |
| #2-10 | Hazardous Leaning Tree Removal (6 to 11.99 inches in diameter) | 250 | Per Tree | \$ 24.75 | \$ 6,187.50 |
| #2-11 | Hazardous Leaning Tree Removal (12 to 23.99 inches in diameter) | 400 | Per Tree | \$ 123.75 | \$ 49,500.00 |

| | | | | | |
|-------|--|-------|------------|-------------|--------------|
| #2-12 | Hazardous Leaning Tree Removal (24 to 35.99 inches in diameter) | 300 | Per Tree | \$ 148.50 | \$ 44,550.00 |
| #2-13 | Hazardous Leaning Tree Removal (36 to 47.99 inches in diameter) | 100 | Per Tree | \$ 198.00 | \$ 19,800.00 |
| #2-14 | Hazardous Leaning Tree Removal (48 inches and greater in diameter) | 100 | Per Tree | \$ 222.75 | \$ 22,275.00 |
| #2-15 | Removal of Hazardous Hanging Limbs (Greater than 2 inches in diameter) | 1,000 | Per Tree | \$ 98.98 | \$ 98,980.00 |
| #2-16 | Hazardous Stump Removal (greater than 24 to 35.99 inches in diameter) | 75 | Per Stump | \$ 148.50 | \$ 11,137.50 |
| #2-17 | Hazardous Stump Removal (36 to 47.99 inches in diameter) | 50 | Per Stump | \$ 247.50 | \$ 12,375.00 |
| #2-18 | Hazardous Stump Removal (48 inches and greater in diameter) | 25 | Per Stump | \$ 346.50 | \$ 8,662.50 |
| #2-19 | Daily standby truck | 10 | Daily Rate | \$ 1,930.50 | \$ 19,305.00 |
| #2-20 | Abandoned Vehicle Removal | 100 | Per Unit | \$ 89.10 | \$ 8,910.00 |
| #2-21 | Animal Carcass Removal, Transportation, and Disposal | 75 | Per Animal | \$ 0.99 | \$ 74.25 |
| #2-22 | ROW White Goods Debris Removal | 200 | Per Unit | \$ 44.55 | \$ 8,910.00 |
| #2-23 | ROW Electronics Removal | 200 | Per Unit | \$ 14.85 | \$ 2,970.00 |
| #2-24 | ROW Tire Removal | 200 | Per Tire | \$ 11.88 | \$ 2,376.00 |
| #2-25 | Soil, Mud, and Sand Removal | 1,000 | CY | \$ 22.75 | \$ 22,750.00 |
| #2-26 | Refrigerant Removal and Disposal | 200 | Per Unit | \$ 64.35 | \$ 12,870.00 |
| #2-27 | Asbestos Removal and Disposal | 5,000 | Per Pound | \$ 4.95 | \$ 24,750.00 |
| #2-28 | Soil Sampling and Analysis | 50 | Per Boring | \$ 321.75 | \$ 16,087.50 |
| #2-29 | Pick Up and Disposal of Roll-Off | 12 | Per Unit | \$ 841.50 | \$ 10,098.00 |
| #2-30 | Delivery of Roll-Off | 12 | Per Unit | \$ 222.75 | \$ 2,673.00 |
| #2-31 | Annual DMS Agreements | 15 | EA | \$ 346.50 | \$ 5,197.50 |

SCHEDULE - PART 2 TOTAL: \$ 5,533.70 \$ 41,024,688.75

SCHEDULE - PART 1 + PART 2 TOTAL: \$ 12,444.66 \$ 41,031,599.71