A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
CROWDERGULF, LLC
Theodore, Alabama

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **CrowderGulf, LLC.**, hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 5435 Business Parkway, Theodore, Alabama 36582.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Disaster Debris Clearance and Removal Services** Contract to become effective as of August 24, 2017, and to continue through August 31, 2020 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Disaster Debris Clearance and Removal Services** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Disaster Debris Clearance and Removal Services** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **DR09-17**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **DR09-17**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. ***EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.***

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: **LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: **PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: **CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: **LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]***

CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council,** Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: 9-7, 2017

Signed for **CrowderGulf, LLC.** Theodore, Alabama: _____

Printed Name & Title: JOHN RAMSAY - PRESIDENT

Date: AUG 25 2017

Attest for **CrowderGulf, LLC.** Theodore, Alabama: Wesley Naile

Printed Name & Title: WESLEY NAILE CONTRACT ADMINISTRATOR

Date: AUG 25, 2017

Attachment A
Disaster Debris Clearance and Removal Services
CrowderGulf, LLC
Contract No.: DR09-17

SCHEDULE 1 - UNIT RATE PRICE					
2.2	**ROW Vegetative Debris Removal** Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a End User approved debris management site (DMS) or End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High Range 500k+ CY**	**$ Per Ton (Alternate)**
	0 to 15 miles		$7.40	$7.40	$7.30	$70.00
	16 to 30 miles		$7.90	$7.90	$7.75	$75.00
	31 to 60 miles		$8.50	$8.50	$8.35	$80.00
	Greater than 60 miles		$9.00	$9.00	$8.75	$89.00
2.3	**ROW C&D Debris Removal** Work consists of the collection and transportation of eligible C&D on the ROW or public property to a End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
	0 to 15 miles		$7.40	$7.40	$7.30	$70.00
	16 to 30 miles		$7.90	$7.90	$7.75	$75.00
	31 to 60 miles		$8.50	$8.50	$8.35	$80.00
	Greater than 60 miles		$9.00	$9.00	$8.75	$89.00
2.4	**Demolition, Removal, Transport and Disposal of Non-**	**$ Per Cubic Yard (CY)**	**Low Range**	**Mid Range**	**High-Range**	**$ Per Ton (Alternate)**

	RACM Structures Work consists of the decommissioning, demolition, and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a End User approved final disposal site.		**0-100k CY**	**100k-500k CY**	**500k+ CY**	
	0 to 15 miles		$15.00	$15.00	$14.00	$120.00
	16 to 30 miles		$16.00	$16.00	$15.00	$122.00
	31 to 60 miles		$17.00	$17.00	$16.50	$130.00
	Greater than 60 miles		$18.00	$18.00	$17.00	$145.00
2.5	**Demolition, Removal, Transport and Disposal of RACM Structures** Work consists of the decommissioning, demolition, and disposal of eligible RACM structures on public or private property and hauling the resulting debris to an End User approved final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range** **0-100k CY**	**Mid Range** **100k-500k CY**	**High-Range** **500k+ CY**	**$ Per Ton (Alternate)**
	0 to 15 miles		$16.00	$16.00	$15.50	$123.00
	16 to 30 miles		$18.00	$18.00	$17.50	$130.00
	31 to 60 miles		$19.00	$19.00	$18.50	$150.00
	Greater than 60 miles		$20.00	$20.00	$19.50	$160.00
2.6	**DMS Management and Operations** Work consists of	**$ Per Cubic Yard (CY)**	**Low Range**	**Mid Range**	**High-Range**	**$ Per Ton (Alterna**

	managing and operating DMS for acceptance of eligible vegetative disaster related debris. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.		**0-100k CY**	**100k-500k CY**	**500k+ CY**	**te)**
			$1.20	$1.20	$1.00	$23.00
2.7	**DMS Management and Reduction by Grinding** Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediating land used as DMS is reflected in this bid.	**$ Per Cubic Yard (CY)**	**Low Range** **0-100k CY**	**Mid Range** **100k-500k CY**	**High-Range** **500k+ CY**	**$ Per Ton (Alternate)**
			$2.70	$2.70	$2.50	$29.00
2.8	**DMS Management and Reduction by Air Curtain Incineration** Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and	**$ Per Cubic-Yard (CY)**	**Low Range** **0-100k CY**	**Mid Range** **100k-500k CY**	**High-Range** **500k+ CY**	**$ Per Ton (Alternate)**

	remediating land used as DMS is reflected in this bid.					
			$1.90	$1.90	$1.70	$18.00
2.9	**Haul-out of Reduced Debris to a End User Approved Final Disposal Site** Work consists of loading and transporting reduced eligible disaster related debris at an End User approved DMS to an End User designated final disposal site.	**$ Per Cubic Yard (CY)**	**Low Range 0-100k CY**	**Mid Range 100k-500k CY**	**High-Range 500k+ CY**	**$ Per Ton (Alternate)**
	0 to 15 miles		$2.50	$2.50	$2.40	$23.00
	16 to 30 miles		$3.80	$3.80	$3.50	$34.00
	31 to 60 miles		$4.40	$4.40	$4.20	$40.00
	Greater than 60 miles		$5.50	$5.50	$5.10	$51.00

SCHEDULE 1 - UNIT RATE PRICE (CONT'D)

2.10	**Removal of Hazardous Trees and Limbs** Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the End User ROW for collection under the terms and conditions of Scope of Services, Vegetative Debris Removal.	**$ Per Tree**	
	6 inch to 12.99 inch diameter	$20.00	
	13 inch to 24.99 inch diameter	$90.00	

25 inch to 36.99 inch diameter	$190.00	
37 inch to 48.99 inch diameter	$290.00	
49 inch and larger diameter	$340.00	
Hanger Removal (per Tree)	$70.00	
2.11 **Removal of Hazardous Stumps** Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a End User approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal.	**$ Per Stump**	
24.1 inch to 36.99 inch diameter	$140.00	
37 inch to 48.99 inch diameter	$200.00	
49 inch and larger diameter	$290.00	
2.12 **ROW White Goods Debris Removal** Work consists of the removal of eligible White Goods from the ROW to a End User approved DMS site or End User approved facility for recycling. Contractor shall be responsible for recovering/disposing refridgerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible White Goods from the End User approved DMS to a End User approved facility for recycling.	**$ Per Unit**	

	Refridgerators and freezers requiring refridgerant recovery and decontamination	$60.00	
	Washers, dryers, stoves, ovens, AC units, and hot water heaters	$32.00	
2.13	**Used Electronics Removal** Work consists of the recovery and disposal of disaster damaged televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the End User.	**$ Per Unit**	
		$38.00	
2.14	**Household Hazardous Waste Removal, Transport, and Disposal** Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a End User approved permitted hazardous waste facility or MSW type I landfill.	**$ Per Pound**	
		$4.00	
2.15	**Abandoned Vehicle and Vessel Removal** Work consists of the removal and transport of eligible abandoned vehicles and vessels.	**$ Per Unit**	
	Passenger Car	$220.00	
	Single Axle	$220.00	

Vessels less than 20 linear feet	$300.00	
Vessels 21 linear feet and greater	$500.00	
Double Axle	$300.00	
2.16 **Dead Animal Carcasses** Work consists of the recovery and disposal of dead animal carcasses.	**$ Per Pound**	
	$0.50	

Schedule 2

Hourly Labor, Equipment, and Material Price Schedule

Equipment Type With Operator	Estimated Hours	Hourly Labor Rate	Total
Air Curtain Burner, Self-Contained System	140	$60.00	$8,400.00
50' Bucket Truck	140	$140.00	$19,600.00
Crash Truck w/Impact Attenuator	70	$78.00	$5,460.00
Dozer, Tracked, D3 or Equivalent	70	$100.00	$7,000.00
Dozer, Tracked, D4 or Equivalent	70	$110.00	$7,700.00
Dozer, Tracked, D5 or Equivalent	70	$120.00	$8,400.00
Dozer, Tracked, D8 or Equivalent	70	$140.00	$9,800.00
Dump Truck, 16 +/- CY	70	$50.00	$3,500.00
Dump Truck, 20 +/- CY	70	$60.00	$4,200.00
Dump Truck, 38 +/- CY	70	$80.00	$5,600.00
Generator, 5.5 kW, List kW Capacity	70	$30.00	$2,100.00
Generator, 200 kW, List kW Capacity	70	$70.00	$4,900.00
Generator, 2,500 kW, List kW Capacity	70	$400.00	$28,000.00
Light Plant with Fuel and Support	140	$16.00	$2,240.00
Grader w/12' Blade (Min. 30,000 LB)	70	$95.00	$6,650.00
Hydraulic Excavator, 1.5 CY	70	$85.00	$5,950.00
Hydraulic Excavator, 2.5 CY	70	$100.00	$7,000.00
Knuckleboom Loader	140	$80.00	$11,200.00
Lowboy Trailer w/Tractor	70	$90.00	$6,300.00
Mobile Crane up to 15 Ton	70	$125.00	$8,750.00
Pump, 95 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$33.00	$2,310.00
Pump, 200 HP (Minimum 25' Intake and 200'	70	$54.00	$3,780.00

Discharge to Include Fuel and Support Personnel)			
Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70	$80.00	$5,600.00
Vac Truck (Mist Capacity), List Capacity	70	$140.00	$9,800.00
Pickup Truck, 1 Ton	70	$16.00	$1,120.00
Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	$75.00	$5,250.00
Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	$85.00	$5,950.00
Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple)	70	$65.00	$4,550.00
Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple)	70	$75.00	$5,250.00
Tub Grinder, 800 to 1,000 HP	140	$500.00	$70,000.00
Hydraulic Excavator, 1.5 cy (w/ thumb)	70	$110.00	$7,700.00
Hydraulic Excavator, 2.5 cy (w/ thumb)	70	$120.00	$8,400.00
Truck, Flatbed	70	$50.00	$3,500.00
Articulated, Telescoping Scissor Lift for Tower, 15 hp/37 ft lift	140	$40.00	$5,600.00
Water Truck, 2500 gal (Non-Potable, Dust Control and Pavement Maintenance)	140	$60.00	$8,400.00
Wheel Loader, 3 CY, 152 HP	70	$90.00	$6,300.00
Wheel Loader, 4.0 CY, 200 HP	70	$120.00	$8,400.00
Wheel Loader-Backhoe,1.5 CY, 95 HP	70	$70.00	$4,900.00
Other – Please List			

Labor Category	Estimated Hours	Hourly Labor Rate	Hourly Labor Rate
Operations Manager w/Cell Phone and .5 ton Pickup	70	$55.00	$3,850.00
Crew Foreman w/Cell Phone and 1 ton Equipment Truck w/small tools and misc supplies in support of crew	140	$45.00	$6,300.00
Tree Climber/Chainsaw and Gear	350	$90.00	$31,500.00
Laborer w/Chain Saw	350	$32.00	$11,200.00
Laborer w/Small Tools, Traffic Control, or Flag person	350	$28.00	$9,800.00
Bonded and Certified Security Personnel	140	$50.00	$7,000.00
Other – Please List			

Crew Category	Estimated Hours	Hourly Labor Rate	Total
Wheel Loader, 2.5 CY, 950 or Similar w/Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/Small Tools.	350	$240.00	$84,000.00
Other – Please List			