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## COUNTY ADDENDUM FOR DISASTER DEBRIS REMOVAL SERVICES

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

**THIS COUNTY ADDENDUM FOR DISASTER DEBRIS REMOVAL SERVICES** (hereinafter “Addendum”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **CrowderGulf, LLC**. (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County and Service Provider, in consideration of the mutual covenants contained herein, do agree as follows:

### I.

**Incorporated Documents:** This Addendum constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated by reference include the following:

- A. 24RFP60 Countywide Disaster Debris Removal Services;
- B. Service Provider Proposal (dated July 23, 2024);
- C. Price Sheet (Exhibit A);
- D. Insurance certificates evidencing coverages required; and
- E. This Addendum.

### II.

**Products and Services:** Service Provider agrees to diligently provide all products and services as specified in the Service Provider Proposal. Additionally, Service Provider shall comply strictly with all the terms and conditions of Solicitation 24RFP60 (Countywide Debris Removal Services), as modified by this Addendum. Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work.

### III.

**Effective Date and Term:** This Addendum shall be in full force and effect as of the date of the last party’s execution below (“Effective Date”) and shall continue on an “as needed basis” for a four (4) year term. Upon mutual written agreement of both parties, this addendum may be renewed

for two (2) additional one (1) year terms.

#### IV.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed amount as set out in the attached Price Sheet (Exhibit A). A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Addendum.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the addendum; (2) the date the performance of the service under the addendum is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

All funds for payment by the County under this Addendum are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for services provided under this Addendum, the County shall have the right to terminate this Addendum at the end of the County's fiscal year. Notwithstanding any other provision, such termination for non-appropriation shall not constitute a default of the Addendum and shall be without penalty or further obligation to County.

#### V.

**Tax Exemption:** The Parties acknowledge that the County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any services rendered.

#### VI.

**No Agency Relationship:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Addendum and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Addendum. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

#### VII.

**No Waiver of Sovereign Immunity or Powers:** Nothing in this Addendum shall be

deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless another party for any reason are hereby deleted.

#### VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

#### IX.

**Good Faith:** Service Provider agrees to act in good faith in the performance of this Addendum.

#### X.

**Termination for Convenience:** This Addendum may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods actually received.

#### XI.

**Right to Audit:** Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

#### XII.

**Venue and Applicable Law:** Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

#### XIII.

**Severability:** In case any one or more of the provisions contained in this Addendum shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

**No Assignment:** Service Provider may not assign this Addendum without prior written consent.

XV.

**County Judge or Presiding Officer Authorized to Sign Contract:** The presiding officer of the County’s governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party’s execution below.

**WILLIAMSON COUNTY:**

Bill Gravell (Aug 28, 2024 10:38 CDT)  
Authorized Signature

Bill Gravell  
County Judge/Presiding Officer

Date: Aug 28, 2024, 20  

**CROWDERGULF, LLC.:**

Ashley Ramsay-Naile  
Authorized Signature

Ashley Ramsay-Naile, President  
Printed Name

Date:    August   16  , 20  24

Exhibit A  
PRICE SHEET

## 24RFP60 COUNTYWIDE DISASTER RELATED DEBRIS REMOVAL SERVICES

| ITEM                               | DESCRIPTION  | UNITS | UNIT PRICE                             |
|------------------------------------|--|-------|--|
| <b>Part A: Unit Prices</b>         |  |       |  |
| <b>Vegetative Collect and Haul</b> |  |       | <b>BAFO</b>                            |
| 1                                  | Vegetative Debris from Public Property and ROW to DMS<br><i>Vegetative debris collect and transport to DMS</i>                         | CY    | <del>\$7.65</del><br><b>\$7.60</b>     |
| 2                                  | Vegetative Debris from Public Property and ROW Final Disposal<br><i>Vegetative debris collect and transport to final disposal site</i> | CY    | <del>\$9.25</del><br><b>\$9.20</b>     |
| <b>Management and Reduction</b>    |  |       |  |
| 3                                  | Grinding<br><i>Grinding/chipping vegetative debris</i>   | CY    | \$2.90                                 |
| 4                                  | Air Curtain Burning<br><i>Curtain Burning vegetative debris</i>  | CY    | \$2.00                                 |
| 5                                  | Compacting<br><i>Compacting vegetative debris</i>  | CY    | \$2.60                                 |
| 6                                  | DMS Management<br><i>Preparation, management, and segregating at debris management site</i>  | CY    | <del>\$1.25</del><br><b>\$1.20</b>     |
| <b>C&amp;D Collect and Haul</b>    |  |       |  |
| 7                                  | C&D Debris from Public Property and ROW to DMS<br><i>C&amp;D debris collect and transport to DMS</i>                                   | CY    | <del>\$7.65</del><br><b>\$7.60</b>     |
| 8                                  | C&D Debris from Public Property and ROW to Final Disposal<br><i>C&amp;D debris collect and transport to final disposal</i>             | CY    | <del>\$9.25</del><br><b>\$9.20</b>     |
| <b>Final Disposal</b>              |  |       |  |
| 9                                  | DMS to Final Disposal<br><i>Transport of processed debris from DMS to final disposal</i>   | CY    | \$4.95                                 |
| 10                                 | Tipping Fees (Vegetative)<br><i>Fee includes negotiated contract price or pass through amount for vegetative</i>                       | CY    | At Cost                                |
| 11                                 | Tipping Fees (Mix)<br><i>includes negotiated contract price or pass through amount for mix</i>   | CY    | At Cost                                |
| 12                                 | Tipping Fees (C&D)<br><i>Fee includes negotiated contract price or pass through amount for C&amp;D</i>                                 | CY    | At Cost                                |
| <b>Tree Operations</b>             |  |       |  |
| 13                                 | Hazardous Trees 6"-12"<br><i>tree removal for a 6-12 inch trunk diameter</i>   | Tree  | <del>\$65.00</del><br><b>\$60.00</b>   |
| 14                                 | Hazardous Trees 13"-24"<br><i>Hazardous tree removal for a 13-24 inch trunk diameter</i>   | Tree  | <del>\$120.00</del><br><b>\$118.00</b> |
| 15                                 | Hazardous Trees 25"-36"<br><i>Hazardous tree removal for a 25-36 inch trunk diameter</i>   | Tree  | <del>\$170.00</del><br><b>\$168.00</b> |
| 16                                 | Hazardous Trees 37"-48"<br><i>Hazardous tree removal for a 37-48 inch trunk diameter</i>   | Tree  | <del>\$230.00</del><br><b>\$225.00</b> |
| 17                                 | Hazardous Trees 49"+<br><i>tree removal for a 49 inch trunk diameter</i>   | Tree  | <del>\$280.00</del><br><b>\$275.00</b> |

BAFO

|  |  |                    |                            |
|--|--|--------------------|----------------------------|
| 18   | Hazardous Limbs (Hangers) >2"<br><i>Hazardous hanging limb removal with a greater than 2 inch diameter (price per tree)</i>  | Tree               | \$80.00                    |
| 19   | Hazardous Stumps > 24"-36"<br><i>Hazardous stump removal for a &gt;24-36 inch stump diameter</i>   | Stump              | \$210.00                   |
| 20   | Hazardous Stumps > 37"-48"<br><i>Hazardous stump removal for a &gt;37-48 inch stump diameter</i>   | Stump              | \$220.00                   |
| 21   | Hazardous Stumps 49+<br><i>stump removal for 49+ inch stump diameter</i>   | Hazardous<br>Stump | \$280.00                   |
| 22   | Stump Fill Dirt<br><i>Fill dirt for stump holes after removal</i>  | CY                 | <del>\$15.00</del> \$16.00 |
| <b>Specialty Removal</b>   |  |                    |                            |
| 23   | Sand/Mud/Dirt/Rock Collection and Screening<br><i>Pick up, screen, and return debris laden sand/mud, dirt, rock</i>  | CY                 | \$12.00                    |
| 24   | Vehicle Removal<br><i>Removal of eligible vehicle</i>  | Unit               | \$90.00                    |
| 25   | Vessel Removal (Land)<br><i>Removal of eligible vessel</i>   | LF                 | \$15.00                    |
| 26   | Carcass Removal<br><i>Removal of animal carcasses</i>  | Pound              | <del>\$0.90</del> \$1.00   |
| 27   | ROW White Goods<br><i>Removal Pick up and haul of white goods to disposal site</i>   | Unit               | \$40.00                    |
| 28   | Freon Management<br><i>management and recycling</i>  | Freon<br>Unit      | <del>\$35.00</del> \$33.00 |
| 29   | Demolition of Private Structure -RACM<br><i>Demolition, removal and transport of eligible RACM structures</i>  | CY                 | <del>\$45.00</del> \$42.00 |
| 30   | Demolition of Private Structure non -RACM<br><i>Demolition, removal and transport of eligible non-RACM structures</i>  | CY                 | <del>\$20.00</del> \$18.00 |
| 31   | Electronic Waste<br><i>Removal of electronic debris that contains hazardous materials such as cathode ray tubes; includes computers, monitors, and televisions</i> | Removal<br>Unit    | \$30.00                    |
| 32   | Silt Removal   | CY                 | \$20.00                    |
| 33   | Putrescent Removal<br><i>Removal of debris that will decompose or rot (animals or organic fleshy matter)</i>   | Pound              | \$1.00                     |
| 34   | Bio Waste<br><i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste, etc.)</i>                                  | Pound              | \$4.00                     |
| 35   | Household Hazardous Waste (HHW)<br><i>HHW removal and disposal</i>   | Pound              | \$8.50                     |
| <b>Restoration</b>   |  |                    |                            |
| 36   | Clean Fill Dirt  | CY                 | \$10.00                    |
| <b>Part B: Equipment and Labor Rates</b>                                 |  |                    | Hourly Rate                |
| <b>Vendor: List your firm's equipment and labor rates as appropriate</b> |  |                    |                            |
| 37   | JD 544 Wheel Loader with debris grapple  | Hour               | \$150.00                   |
| 38   | JD 644 Wheel-Loader with debris grapple  | Hour               | \$175.00                   |
| 39   | Extendaboom Forklift with debris grapple   | Hour               | \$120.00                   |
| 40   | 753 Bobcat Skid Steer Loader with debris grapple   | Hour               | \$125.00                   |
| 41   | 753 Bobcat Skid Steer Loader with bucket   | Hour               | \$125.00                   |
| 42   | 753 Bobcat Skid Steer Loader with street sweeper   | Hour               | \$125.00                   |
| 43   | 30 - 50 HP Farm Tractor with box blade or rake   | Hour               | \$55.00                    |
| 44   | 2 - 2 1/2 cu. yd. Articulated Loader with bucket   | Hour               | \$150.00                   |
| 45   | 3 - 4 cu. yd. Articulated Loader with bucket   | Hour               | \$165.00                   |
| 46   | JD 648E Log Skidder, or equivalent   | Hour               | \$125.00                   |
| 47   | CAT D4 Dozer   | Hour               | \$100.00                   |

|   |  |      |          |
|---|--|------|----------|
| 48  | CAT D6 Dozer   | Hour | \$125.00 |
| 49  | CAT D8 Dozer   | Hour | \$200.00 |
| 50  | CAT125 - 140 HP Motor Grader                                 | Hour | \$110.00 |
| 51  | JD 690 Trackhoe with debris grapple                          | Hour | \$100.00 |
| 52  | JD 690 Trackhoe with bucket & thumb                          | Hour | \$100.00 |
| 53  | Rubber Tired Trackhoe with debris grapple                    | Hour | \$165.00 |
| 54  | JD 310 Rubber Tire Backhoe with bucket and hoe               | Hour | \$165.00 |
| 55  | Rubber Tired Excavator with debris grapple                   | Hour | \$165.00 |
| 56  | 210 Prentiss Knuckleboom with debris grapple                 | Hour | \$130.00 |
| 57  | Self-Loader Scraper Cat 623 or equivalent                    | Hour | \$195.00 |
| 58  | Hand Fed Debris Chipper                                      | Hour | \$25.00  |
| 59  | 300 - 400 Tub Grinder  | Hour | \$420.00 |
| 60  | 800 -1,000 HP Diamond Z Tub Grinder                          | Hour | \$600.00 |
| 61  | 30 Ton Crane   | Hour | \$180.00 |
| 62  | 50 Ton Crane   | Hour | \$200.00 |
| 63  | 100 Ton Crane (8 hour minimum)                               | Hour | \$400.00 |
| 64  | 40 - 60' Bucket Truck  | Hour | \$100.00 |
| 65  | Service Truck  | Hour | \$95.00  |
| 66  | Water Truck  | Hour | \$70.00  |
| 67  | Portable Light Plant   | Hour | \$25.00  |
| 68  | Equipment Transports   | Hour | \$140.00 |
| 69  | Pickup Truck, unmanned                                       | Hour | \$20.00  |
| 70  | Self-loading Dump Truck with knuckleboom & debris grapple    | Hour | \$190.00 |
| 71  | Single Axle Dump Truck, 5 - 12 Cu. Yd.                       | Hour | \$50.00  |
| 72  | Tandem Dump Truck, 16 - 20 Cu. Yd.                           | Hour | \$75.00  |
| 73  | Trailer Dump Truck, 24-40 Cu. Yd.                            | Hour | \$85.00  |
| 74  | Trailer Dump Truck, 41-60 Cu. Yd.                            | Hour | \$105.00 |
| 75  | Trailer Dump Truck, 61 - 80 Cu. Yd.                          | Hour | \$130.00 |
| 76  | Power Screen   | Hour | \$225.00 |
| 77  | Stacking Conveyor  | Hour | \$40.00  |
| 78  | Off Road Trucks  | Hour | \$190.00 |
| <b>Hourly Labor Rates and Personnel Description</b> |  |      |          |
| 79  | Operations Manager   | Hour | \$75.00  |
| 80  | Superintendent with truck, phone & radio                     | Hour | \$65.00  |
| 81  | Foreman with truck, phone & radio                            | Hour | \$60.00  |
| 82  | Safety/Quality Control Inspector with vehicle, phone & radio | Hour | \$55.00  |
| 83  | Inspector with vehicle, phone & radio                        | Hour | \$38.00  |
| 84  | Climber with gear  | Hour | \$125.00 |
| 85  | Saw Hand with chainsaw                                       | Hour | \$40.00  |
| 86  | Laborers & Flagmen   | Hour | \$35.00  |
| 87  | Timekeeper   | Hour | \$35.00  |
| 88  | HazMat Professional  | Hour | \$200.00 |
| 89  | Household HazMat Inspection & Removal Crew                   | Hour | \$135.00 |
| <b>Materials Description</b>                        |  |      |          |
| 90  | Fill Dirt for Stump Holes - Purchased, Placed, and Shaped    | Hour | \$18.00  |

\*Note: All equipment descriptions submitted will be in accordance with the FEMA "Typed Resource Definitions".

\*\*Note: All equipment rates include the cost of the operator, fuel, maintenance, and insurance and must be capable of handling a minimum of 100 cubic yards of material.

\*\*\*Note: All labor rates include the cost of personal protective equipment including, but not limited to: hard hat, traffic safety vest, steel-toed footwear, leggings and protective eyewear.

**BAFO - All the following notes will remain.**

**CrowderGulf Pricing NOTES:**

For line item 9 - DMS to Final Disposal - our rate is for up to 30 miles. For miles over 30 please add \$0.35 per CY per Mile.

For Tree Operations - line items 13-18, our rate is for cut and drop only. All remaining debris will be hauled under ROW rates.

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

| <b>Hourly Equipment Rates - Description</b>               | <b>Unit</b> | <b>Price</b> |
|---|-------------|--------------|
| JD 544 Wheel Loader with debris grapple                   | Hour        | \$150.00     |
| JD 644 Wheel-Loader with debris grapple                   | Hour        | \$175.00     |
| Extendaboom Forklift with debris grapple                  | Hour        | \$120.00     |
| 753 Bobcat Skid Steer Loader with debris grapple          | Hour        | \$125.00     |
| 753 Bobcat Skid Steer Loader with bucket                  | Hour        | \$125.00     |
| 753 Bobcat Skid Steer Loader with street sweeper          | Hour        | \$125.00     |
| 30 - 50 HP Farm Tractor with box blade or rake            | Hour        | \$55.00      |
| 2 - 2 1/2 cu. yd. Articulated Loader with bucket          | Hour        | \$150.00     |
| 3 - 4 cu. yd. Articulated Loader with bucket              | Hour        | \$165.00     |
| JD 648E Log Skidder, or equivalent                        | Hour        | \$120.00     |
| CAT D4 Dozer  | Hour        | \$100.00     |
| CAT D6 Dozer  | Hour        | \$125.00     |
| CAT D8 Dozer  | Hour        | \$200.00     |
| CAT125 - 140 HP Motor Grader                              | Hour        | \$110.00     |
| JD 690 Trackhoe with debris grapple                       | Hour        | \$100.00     |
| JD 690 Trackhoe with bucket & thumb                       | Hour        | \$100.00     |
| Rubber Tired Trackhoe with debris grapple                 | Hour        | \$165.00     |
| JD 310 Rubber Tire Backhoe with bucket and hoe            | Hour        | \$100.00     |
| Rubber Tired Excavator with debris grapple                | Hour        | \$165.00     |
| 210 Prentiss Knuckleboom with debris grapple              | Hour        | \$130.00     |
| Self-Loader Scraper Cat 623 or equivalent                 | Hour        | \$195.00     |
| Hand Fed Debris Chipper                                   | Hour        | \$25.00      |
| 300 - 400 Tub Grinder                                     | Hour        | \$445.00     |
| 800 -1,000 HP Diamond Z Tub Grinder                       | Hour        | \$600.00     |
| 30 Ton Crane  | Hour        | \$180.00     |
| 50 Ton Crane  | Hour        | \$200.00     |
| 100 Ton Crane (8 hour minimum)                            | Hour        | \$400.00     |
| 40 - 60' Bucket Truck                                     | Hour        | \$100.00     |
| Service Truck   | Hour        | \$95.00      |
| Water Truck   | Hour        | \$70.00      |
| Portable Light Plant                                      | Hour        | \$25.00      |
| Equipment Transports                                      | Hour        | \$140.00     |
| Pickup Truck, unmanned                                    | Hour        | \$20.00      |
| Self-loading Dump Truck with knuckleboom & debris grapple | Hour        | \$190.00     |
| Single Axle Dump Truck, 5 - 12 Cu. Yd.                    | Hour        | \$50.00      |
| Tandem Dump Truck, 16 - 20 Cu. Yd.                        | Hour        | \$75.00      |
| Trailer Dump Truck, 24-40 Cu. Yd.                         | Hour        | \$85.00      |
| Trailer Dump Truck, 41-60 Cu. Yd.                         | Hour        | \$105.00     |
| Trailer Dump Truck, 61 - 80 Cu. Yd.                       | Hour        | \$130.00     |
| Power Screen  | Hour        | \$225.00     |
| Stacking Conveyor   | Hour        | \$40.00      |
| Off Road Trucks   | Hour        | \$190.00     |

| <b>Hourly Labor Rates and Personnel Description</b>          | <b>Unit</b> | <b>Price</b> |
|--|-------------|--------------|
| Operations Manager   | Hour        | \$75.00      |
| Superintendent with truck, phone & radio                     | Hour        | \$65.00      |
| Foreman with truck, phone & radio                            | Hour        | \$60.00      |
| Safety/Quality Control Inspector with vehicle, phone & radio | Hour        | \$55.00      |
| Inspector with vehicle, phone & radio                        | Hour        | \$38.00      |
| Climber with gear  | Hour        | \$125.00     |
| Saw Hand with chainsaw                                       | Hour        | \$40.00      |
| Laborers & Flagmen   | Hour        | \$35.00      |
| Timekeeper   | Hour        | \$35.00      |
| HazMat Professional  | Hour        | \$200.00     |
| Household HazMat Inspection & Removal Crew                   | Hour        | \$135.00     |

| <b>Materials Description</b>                              | <b>Unit</b> | <b>Price</b> |
|---|-------------|--------------|
| Fill Dirt for Stump Holes - Purchased, Placed, and Shaped | CY          | \$18.00      |
|   |             |              |

**NOTES:**

1. The equipment, labor and material rates shown above are for tasks requested by the Client which are not covered in the rates (per cubic yard) for normal debris removal and reduction.