Meeting Agenda

Town Council Special Meeting

Monday, August 31, 2026
2:00 PM

Town Council Room
1005 Ridge Road, Munster, IN

1. Call To Order

2. Roll Call

3. Moment of Silence

4. Pledge of Allegiance

5. Public Comment

   All public comment is limited to 2 minutes per person with a total of 20 minutes allotted for the public comment section. All speakers must sign the Public Speaker Sign-in Form prior to speaking. Please keep all comments civil, constructive, and related to public policy issues. At their discretion, Council may allow public comment to extend past 20 minutes but is not required to do so. All rules for public comment are posted outside the Main Meeting Room.

6. New Business

   a. Storm Recovery Contract Increases

   b. Increase Contract for Debris Monitoring

7. Reports & Announcements

8. Adjournment

To: Town Council

From: Dan Reyes, Assistant Town Manager

Meeting Date: August 31, 2026

Subject: Storm Recovery Contract Increases

Summary

This item is for the Town Council to consider increasing the not-to-exceed ("NTE") amount under the existing emergency storm debris hauling contract with Looks Great Services of MS, Inc. ("Contractor").

On August 22, 2026, the Town activated an emergency debris removal and disposal contract with the Contractor following the August 2026 tornado and severe storm event. The contract was established with a $1,000,000 NTE amount because Indiana emergency procurement laws permit the Town to enter into temporary contracts during a declared emergency while the Town simultaneously undertakes a formal competitive procurement process for longer-term services. The NTE was intended to provide sufficient authority for initial response activities while allowing the Town to evaluate the scope of the disaster.

The quantity of storm debris and the Contractor's rate of production have significantly exceeded initial expectations. Debris quantities and work performed are independently monitored and documented by the Town's debris monitoring contractor. As of August 28, 2026, approximately $805,508.34 in eligible work had been completed under the contract.

Table 1. Debris Hauling Costs Through August 28, 2026

Description	Quantity	Cost
Loading and Hauling to Temporary Debris Site	47,184.4 CY	$448,251.80
Debris Sorting / Site Operations	47,184.4 CY	$63,698.94

Grinding	47,184.4 CY	$188,737.60
Dangerous Tree and Limb Removal	N/A	$104,820.00
Total		**$805,508.34**

These costs do not include the hauling of reduced debris from the temporary debris management site to the final disposal location, nor do they include landfill tipping fees. Although hazardous tree and limb work is expected to decline as response operations progress, a substantial amount of debris remains throughout the community.

Based on current debris quantity estimates, the Contractor projects approximately 350,000 cubic yards of total debris, which could result in overall debris-management costs of approximately $7.5 million. While staff believes the ultimate cost of debris operations remains subject to change as additional quantities are verified,
the contractor is expected to exceed the current $1,000,000 contract limit before the start of this meeting. Increasing the not-to-exceed amount will allow debris removal work to continue without interruption while the Town completes the competitive procurement process for long-term debris removal services.

*edited 8/31/2026. Over the Weekend, due to limited spending authority, the Acting Town Manager signed Addendum #1, increasing the NTE to $1.1M, and Addendum #2 increasing the NTE to $1.2M.

Staff is therefore requesting that the Town Council increase the NTE amount from $1,200,000 to $4,000,000. The proposed increase is intended to allow uninterrupted debris-removal operations through September 9, 2026, when staff anticipates presenting long-term debris hauling and monitoring contracts resulting from the Town's ongoing competitive procurement process. Approval of this increase will ensure that emergency debris-removal activities may continue while the Town completes a longer-term procurement strategy.

Financial Impact

Recommended Council Action

By motion and roll call vote approve increasing the not-to-exceed amount from $1,200,000 to $4,000,000 for debris hauling by Looks Great Services.

Attachments:

1. 20260822_Contract_Looks_Great_Services
2. 20260829_Addendum#1_looks_Great_Services_PX
3. 20260830_Addendum#2_Looks_Great_Services_PX
4. 20260831_Addendum#3_Looks_Great_Services

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT

OWNER: TOWN OF MUNSTER, INDIANA

CONTRACTOR: LOOKS GREAT SERVICES OF MS, INC.

PROJECT NO: TBD

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT BETWEEN THE TOWN OF MUNSTER INDIANA AND LOOKS GREAT SERVICES OF MS, INC.

This **DISASTER DEBRIS REMOVAL AND DISPOSAL AGREEMENT** is made and entered into on this 22 the day of August , 2026, by and between the Town of Munster, Indiana a political subdivision of the State of Indiana, (hereinafter referred to as "the Town" or "the Owner") and Looks Great Services of MS, Inc., a Mississippi corporation (hereinafter referred to as "LGS"), hereinafter the "Parties":

WHEREAS, the Town has received at least two quotes for debris removal and disposal services;

WHEREAS, the Town, declared a local disaster emergency through Declaration 2026-01;

WHEREAS, Indiana Governor Mike Braun, with the approval of President Donald Trump, has presently declared a statewide disaster emergency;

WHEREAS, the Town elicited and reviewed the quotes for debris removal and disposal services and based upon the representations and assurances of LGS, including, representations made during the Special Emergency Meeting held on August 20, 2026, has determined LGS to be a responsible, qualified and financial within time constraints of the declared emergency;

WHEREAS, the Town, pursuant to its authority has elected to award this initial Disaster Debris Removal and Disposal Agreement to LGS; and

WHEREAS, the Parties agree and acknowledge that formal, advertised public bidding will be undertaken during the Term of this Agreement.

NOW, THEREFORE, it is agreed by and between the Parties, that in consideration of the covenants contained herein, and as set forth in the Solicitation, the Parties agree as follows:

ARTICLE 1 – EFFECTIVE DATE/ TERM

The Effective Date of this Agreement shall be the date of execution by the last Party to sign; however, the commencement of services and the start of the Term shall begin upon issuance of a Notice to Proceed ("NTP") by the Town.

The term of this Agreement shall be for a thirty-day (30) period ("Term") commencing on the date set forth in the Notice to Proceed, unless earlier terminated as provided herein.

ARTICLE 2 – SERVICES TO BE PERFORMED BY LGS

2.1 Scope of Work. Attached hereto as **Exhibit "A"** and made a part hereof, the same as if copied in full herein, is pricing for the scope of work related to August 2026 severe thunderstorm weather and winds in the Town. LGS agrees to extend the pricing attached hereto to future events. Exhibit A is incorporated by reference in this Agreement as fully and effectually as if copied in full herein. LGS specifically acknowledges that it is fully aware and shall comply with all obligations, responsibilities, and liabilities imposed upon it as the successful proposer. Services authorized by the Owner shall be referred to as "Task Orders." The performance requirements set forth in the Solicitation shall apply to the work ordered by the Owner.

2.2 Clarification of Roadway Repair Obligations. Owner understands and agrees that existing wear, cracks or other deficiencies in roadways used during the Project may worsen or increase as a result of heavy equipment used by LGS to perform the work contemplated in this Agreement. Notwithstanding any contrary provisions in this Agreement, including but not limited to those in the Scope of Work, the Parties agree that LGS shall have no obligation to repair, replace or otherwise remediate Owner's streets or roadways, including those to which the Owner has obtained access rights, as a result of such normal and expected wear and tear associated with debris removal and disposal operations. Notwithstanding the language set forth in this Paragraph 2.2, LGS shall be responsible for all costs necessary to repair, but not to upgrade, damage to Owner's streets, roadways, or other Town owned property, whether within its Rights of Way or not, that is caused by the negligent operation of the vehicles or equipment of LGS or any of its employees, agents, contractors, or subcontractors. LGS agrees to use best practices and best efforts to avoid damages to Owners' streets and roadways.

2.3 DBE Firms. LGS and all subcontractors shall take all necessary and reasonable steps to ensure that disadvantaged business enterprise firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion, or sex.

2.4 Means and Methods: Contractor shall perform only those Emergency Debris Removal and Disposal Services identified and selected by the Town. Contractor's performance of its work and services is left to the Contractor's own means and methods, for which the Contractor is solely responsible. LGS shall perform and control such means and methods in coordination with the Owner's monitoring contractor. Consistent with Article 4, Section 4.2, the Town and its monitoring contractor shall have no authority to direct LGS's work, and LGS shall control its means and methods for the performance of such work.

ARTICLE 3 – INDEPENDENT CONTRACTOR

3.1 Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the Town and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

ARTICLE 4 – COMPENSATION

4.1 Rates. Attached hereto as **Exhibit A** and made a part hereof, the same as if copied in full herein, is LGS's Fee Proposal Schedule. LGS shall receive for its services as may be specifically authorized by the Owner the fees set forth on Exhibit A. The payment obligation of the Owner under this Agreement shall not exceed $1,000,000.00 unless mutually agreed to in writing by both parties.

4.2 No Reimbursement Contingency. **The Parties understand and agree that payment of LGS by the Owner shall not be contingent upon the Owner being reimbursed by any Federal or state agency.** Payment to LGS shall be made for any work directed by the Owner, even that which may be determined by Federal and State agencies to be ineligible for reimbursement.

4.3 Invoices and Supporting Documentation. Contractors submit detailed invoices at intervals approved by the Town. All invoices shall be delivered to:

Attn: Clerk-Treasurer
1005 Ridge Road
Munster, Indiana 46321

Each invoice shall identify, at a minimum, for each individual whose time is billed: the individual's name, position or labor classification, data service, Task Order Number, number of hours worked, applicable hourly rate, work location, a reasonably detailed description of the services performed and statement of progress. Where applicable, invoices shall identify the corresponding debris operation, location of debris activities, project worksheet, or other project documentation sufficient to permit the Town and any reviewing governmental agency, including, but not limited to the Federal Emergency Management Agency ("FEMA") and/or the Indiana Division of Emergency Management ("IDEM") to verify the charge and ensure reimbursement by the governmental agency.

Contractor shall provide with each invoice such time records, receipts, logs, reports, supporting documentation, certifications, and other information as the Town may reasonably require to verify that the invoiced Services were performed and that the charges are eligible for reimbursement.

In order for both Parties herein to close their books and records, LGS will clearly state "Final Invoice" on LGS's final/last billing to the Town. Payment of an invoice shall not constitute acceptance of the Services, a waiver of any breach, or a waiver of the Town's right to subsequently question, audit, disallow, or seek reimbursement of any charge that is unsupported, inaccurate, duplicative, ineligible, or otherwise not payable under this Agreement.

4.4 Timing of Payment and Interest. Properly documented and approved invoices provided by the Monitor for the services of LGS shall be paid in accordance with Indiana Code § 5-17-5 *et seq.*, Indiana's Prompt Pay statute, and subject to the requirements thereof and other applicable law. The Town expressly reserves the right to assert the statutory exemption under Indiana Code §5-17-5-2 (a)(3) for good faith disputes pertaining to the services and associated expenses incurred in connection with this Agreement. Any late-payment penalty or interest shall be limited to the amount, if any, required by the Indiana Prompt Pay statute or other applicable law not to exceed

1% per month. No contractual interest, finance charge, service charge, or late-payment penalty in excess of that required by the Indiana Prompt Pay statute or other applicable law shall apply.

4.5 Audit. LGS shall maintain complete, accurate, and auditable records supporting all charges under this Agreement and shall make those records available to the Town, its representatives, auditors, FEMA, the State of Indiana, and other governmental entities having lawful audit or review authority. The Town's right to audit shall survive completion or termination of this Agreement.

ARTICLE 5 -- INSURANCE

5.1 Required Coverage. Throughout the term of this Agreement, Contractor shall procure and maintain at its sole cost and expense, insurance issued by insurers authorized to transact insurance in Indiana and reasonably acceptable to the Town, with coverage and limits not less than the following:

(i) **Commercial General Liability:** Not less than $1,000,000.00 per occurrence and $2,000,000.00 general aggregate, including coverage for bodily injury, property damage, personal and advertising injury, contractual liability, products and completed operations, and independent contractors.

(ii) **Automobile Liability:** Not less than $1,000,000.00 combined single limit per accident for bodily injury and property damage covering owned, hired, and non-owned automobiles and other vehicles used in connection with the provided services.

(iii) **Worker's Compensation:** Statutory worker's compensation coverage as required by Indiana law and the laws of any other jurisdiction applicable to Contractor's employees.

(iv) **Employers' Liability:** Not less than $1,000,000 each accident, $1,000,000 each employee for disease, and $1,000,000 policy limit for disease.

(v) **Professional Liability/Errors and Omissions:** Not less than $2,000,000.00 each claim and $2,000,000.00 annual aggregate covering negligent acts, errors, and omissions arising from Contractor's professional services, including debris removal, debris hauling, field documentation, reporting, reimbursement documentation and other professional services performed under this Agreement.

(vi) **Umbrella/Excess Liability:** Not less than $2,000,000.00 per occurrence and aggregate in excess of the Commercial General Liability, Automobile Liability, and Employers Liability policies.

The required limits may be satisfied through a combination of primary and excess or umbrella policies.

5.2 Additional Insureds. The Town of Munster, Indiana, and its elected and appointed officials, officers, boards, commissions, employees, agents, representatives, attorneys, and volunteers shall be included as additional insureds under Contractor's Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies with respect to liability arising out-of-Contractor's performance of this Agreement.

Additional-insured coverage under the Commercial General Liability policy shall apply to both ongoing and completed operations.

(i) Primary and Noncontributory Coverage. Insurance maintained by contractor for the benefit of the Town and other additional insured shall be primary and noncontributory with respect to any insurance or self-insurance maintained by the Town. Any insurance or self-insurance maintained by the Town shall be excess of and shall not contribute to the Contractor's insurance.

(ii) Waiver of Subrogation. To the extent commercially available, Contractors shall cause its Commercial General Liability, Auto Liability, Workers Compensation, Employers Liability, and Umbrella/Excess Liability policies to include a waiver of subrogation in favor of the town and the other Indemnified Parties.

(iii) Claims-Made Coverage. If professional liability, cyber liability, or other required coverage is written on a claims- made basis:

a. The retroactive date shall be no later than the date Contractor first commenced Services under this Agreement;

b. Contractor shall continuously maintain such coverage throughout the performance of the Services; and

c. Contractor shall maintain equivalent coverage, or purchase an extended reporting period providing equivalent protection, for not less than three (3) years following final completion or termination of the Services.

5.3 Evidence of Insurance. Before commencing Services, Contractor shall furnish the Town certificates of insurance evidencing all required coverage and, upon request, copies of endorsements establishing additional-insured status, primary and non-contributory coverage, waiver of subrogation, and other requirements of this Section.

Certificates of insurance shall not alter, amend, or limit Contractor's obligations under this Agreement.

5.4 Cancellation or Material Reduction. Contractor shall provide the Town prompt written notice of any cancellation, nonrenewal, material reduction in coverage, exhaustion of applicable aggregate limits, or other material change affecting any insurance required by this Agreement. Contractor shall use commercially reasonable efforts to provide at least thirty (30) days' advance notice of cancellation or non-renewal, accept for a shorter period of results from non-payment of premium or applicable policy terms.

5.5 Subcontractors. Contractor shall require all subcontractors and subconsultants to maintain insurance appropriate to the nature and extent of their work and in amounts reasonably satisfactory to the Town. Contractor shall remain responsible for the acts and omissions of its subcontractors regardless of whether insurance is available.

5.6 No Limitation of Liability. The insurance requirements of this Agreement establish minimum insurance requirements only and shall not be construed to limit Contractor's liability, indemnification obligations, defense obligations, or other responsibilities under this Agreement. The amount or availability of insurance shall not constitute a limitation on damages recoverable by the Town.

5.7 No Waiver. The Town's acceptance of a certificate of insurance, failure to request an endorsement or policy, or failure to identify a deficiency in Contractor's coverage shall not waive or modify Contractor's obligations under this Section.

ARTICLE 6 -- INDEMNIFICATION, DEFENSE AND HOLD HARMLESS

6.1 Indemnified Parties. For purposes of this Section, the "Indemnified Parties" shall mean the Town of Munster, Indiana, together with its elected and appointed officials, boards, commissions, officers, employees, agents, representative, attorneys, consultants, and volunteers, in their official and individual capacities.

6.2 General Indemnification. To the fullest extent permitted by applicable law, Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, demands, causes of action, suits, proceedings, liabilities, obligations, damages, losses, judgments, liens, fines, penalties, assessments, costs, and expenses of every kind and nature including reasonable attorneys' fees, expert witness fees, consultant fees, investigation expenses, court costs, and costs of enforcement of this Section, arising out of, resulting from, or relating to:

(i) the performance or nonperformance of the Services by Contractor or any of its officers, employees, agents, representatives, subcontractors, subconsultants, or any person or entity for whom contractor is legally responsible;

(ii) any negligent act or omission, recklessness, willful misconduct, fraud, misrepresentation, or violation of law, regulation, ordinance, governmental requirement, or applicable grant requirement, applicable FEMA procurement requirements, by Contractor or any person or entity for whom contractor is responsible;

(iii) any breach of this Agreement or any representation, warranty, covenant, or obligation of Contractor;

(iv) bodily injury, sickness, disease, or death of any person, or injury to, destruction of, or loss of use of tangible or intangible property;

(v) any professional error or omission in the performance of the Services, including, but not limited to, performance of debris removal and disposal services;

(vi) any claim arising from Contractor's employment, supervision, compensation, classification, payroll, benefits, taxes, or termination of its employees, agents, subcontractors, or other personnel;

(vii) any actual or alleged infringement, misappropriation, or violation of any patent, copyright, trademark, trade secret, license, proprietary right, or other intellectual-property right arising from any system, software, equipment, documentation, or material supplied or used by Contractor;

(viii) any violation of federal, state, or local law, statute, regulation, ordinance, or permit requirement by Contractor, its employees, agents, subcontractors, or personnel in connection with the contractor services, including violations of the Solid Waste Disposal Act, Clean Air Act, Federal Water Pollution Control Act, Energy Policy and Conservation Act, Occupational Safety and Health Act of 1970, Indiana Occupational Safety and Health Administration administrative regulations or any other environmental, health, safety, or labor law;

(ix) any unauthorized access to, loss of, destruction of, corruption of, disclosure of, or failure to protect data, records, confidential information, or electronically stored information within Contractor's possession or control; and

(x) any release, discharge, disposal, handling, transportation, or presence of hazardous, regulated, environmentally sensitive substances to the extent caused by a resulting from the acts or emissions of contractor or any person or entity for whom contractor is responsible.

6.3 Comparative Negligence; Limitations Required by Law. Contractor's obligations under this Section expressly apply to claims, damages, losses, and expenses caused in part by the negligent acts or omissions of an Indemnified Party, including the comparative negligence of an Indemnified Party, it being the express and unequivocal intention of the parties that Contractor's obligations are not limited solely to circumstances in which contractor is the exclusive cause of the loss.

6.4 Exceptions. Notwithstanding the foregoing, Contractor shall have no obligation to indemnify, defend, or hold harmless the Indemnified Parties to the extent that any loss is finally determined by a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of the Town, its officers, officials, or employees, and without any comparative negligence, act, or admission on the part of Contractor, its employees, agents, subcontractors, or personnel, or to the extent that indemnification is otherwise prohibited by Indiana Code § 26-2-5-1 or any other applicable law. Nothing in this Agreement shall be construed as a waiver by the Town or any other Indemnified Party of any immunity, defense, limitation of liability, notice requirement, or other protection available under the Indiana Torts Claim Act or other applicable law.

6.5 Defense Obligation. Contractor's duty to defend is separate from and in addition to its duty to indemnify. Contractor's duty to defend the Indemnified Parties under this Section shall arise immediately upon the assertion of any claim or commencement of any action or proceeding covered by this indemnification, regardless of the merit or ultimate outcome of such claim, action, or proceeding. Contractor shall retain counsel that is reasonably acceptable to the Town to defend such claim, action, or proceeding and shall pay all costs and expenses of such defense, including attorneys' fees, expert fees, investigation costs, and court costs. The Town shall have the right, at its sole option and expense, to participate in the defense of any such claim, action, or proceeding through counsel of its own choosing.

6.6 Third-Party Claims Procedure. In the event of any claim, action, or proceeding by a third party for which indemnification is sought under this Section, the Town shall provide Contractor with prompt written notice of such claim, action, or proceeding; provided, however, that the Town's failure to provide such notice shall not relieve Contractor of its obligations under this Section except to the extent Contractor is materially prejudiced by such failure. Contractor shall not settle, compromise, or consent to the entry of any judgment with respect to any claim, action, or proceeding without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed.

6.7 Insurance; No Limitation of Liability. Contractor's obligations under this Section are independent of, and shall not be limited by, the availability or amount of insurance maintained by Contractor, any insurance policy limit, any limitation on the amount or type of damages payable under worker's compensation or other employee- benefit laws, or the amount of compensation paid or payable to Contractor under this Agreement. Contractor shall cause each subcontractor or subconsultant performing any portion of the Services to assume indemnification obligations consistent with this Section for the benefit of the Indemnified Parties.

6.8 No Waiver of Governmental Immunities. Nothing in this Section shall be construed as a waiver by the Town of any defense, immunity, or limitation on liability available to it under the Indiana Tort Claims Act (Indiana Code § 34-13-3-1 et seq.) or any other applicable federal or state law, including sovereign immunity, governmental immunity, official immunity, and statutory limitations on damages. The Town does not waive, and expressly reserves, all immunities, defenses, and limitations on liability to which it is entitled under Indiana law.

6.9 Survival. The obligations of Contractor under this Section shall survive the expiration or termination of this Agreement and shall continue in full force and effect until all claims, actions, or proceedings covered by this indemnification have been fully and finally resolved and all losses have been fully paid or otherwise satisfied.

6.10 Independent Obligation. Contractor's obligations under this Section are independent of and in addition to Contractor's insurance obligations under this agreement and shall not be limited by the amount, scope, or terms of any insurance policy maintained by Contractor.

ARTICLE 7 – THE OWNER'S RESPONSIBILITIES

7.1 Access and Information. The Owner shall be responsible for providing access to all Project sites, and timely providing information required or requested by LGS during the course of the Project.

7.2 Monitors. Owner shall retain a competent and experienced monitoring company ("Monitor") to perform all monitoring services. The Parties understand and agree that the Monitor shall have no authority to direct LGS's work on this Project and that LGS shall control its means and methods for the performance of such work.

7.3 Authority to Direct Work. The Owner understands and agrees it is important for LGS to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the Owner. As such, the Owner designates the below listed individuals as Owner representatives authorized to issue Directives to LGS on the Owner's behalf. In the event any additional Owner representatives are designated for this Project, the Owner shall promptly notify LGS of such designation(s) in writing.

Owner-designated representative: Joseph Hofferth

ARTICLE 8 – TERMINATION OF AGREEMENT

This Agreement may be terminated by either party for cause in case of: (i) breach of a material term or condition of this Agreement, (ii) LGS's failure to correct any defect within a reasonable time after receiving written notice thereof; or (iii) upon the bankruptcy, liquidation, or dissolution of LGS. Any termination for cause must be preceded by a written notice detailing the basis for default and provide the defaulting party ten (10) days in which to cure the default.

Notwithstanding the foregoing or any other provisions of the Agreement, this Agreement may be terminated by Town at any time for the convenience of the Owner without cause. The Town will provide LGS with two (2) days written notice of termination. The Town agrees to pay LGS for all work completed through the termination date subject to the terms, conditions, rights and remedies in Section 3.5 above. The Town shall be liable for payment of all work completed through the termination date until such amounts are fully and finally settled.

ARTICLE 9 – UNCONTROLLABLE FORCES (FORCE MAJURE)

Neither the Town nor LGS shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, strike, civil disturbance, sabotage, acts of terrorism, failures or fluctuations in electrical power or telecommunications equipment, governmental actions, and acts of God (each an "Event of Force Majeure").

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied. The Parties agree to undertake their performance under the Agreement with reasonable dispatch using their commercially reasonable efforts to minimize the consequences of any Event Force Majeure. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 10 – GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without reference to principles of conflict of laws, The captions of this Agreement are not part of the provisions hereof and shall have no force or effect. Any and all legal action necessary to enforce the Agreement will be held in the applicable Indiana State Court embracing Munster, Indiana.

ARTICLE 11 – NOTICE

Any Notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, return receipt requested, postage prepaid, as follows:

As to the Town: **Town of Munster, Indiana**
Attn: Town Council President
1969 Central Avenue
Munster, IN 46405

As to LGS: **Looks Great Services of MS, Inc.**
Attn: Kristian Agoglia
1501 Highway 13 North
Columbia, MS 39429

Notices shall be effective when actually received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of LGS and the Town.

ARTICLE 12 – ENTIRE AGREEMENT

12.1 Documents Governing the Parties' Obligations. The Parties' Agreement shall consist of:

i. This Emergency Disaster Debris Removal and Disposal Agreement; and

ii. **Exhibit A** – Fee Proposal Schedule

The documents identified in Section 9.1(i) and (ii) collectively embody the entire Agreement of the Parties and supersede all prior and contemporaneous negotiations, quotations, correspondence, agreements and understandings relating to the subject matter hereof.

12.2 Conflicts. In the event of any conflicts or ambiguities between foregoing documents identified in Section 9.1(i) or (ii), the terms of this Disaster Debris Removal and Disposal Agreement shall control.

12.3 Amendments and Waiver. This Agreement may be amended only by a writing executed by each of the Parties. No action or failure to act by either party shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing by a duly authorized officer of the waiving party.

12.4 Strict Performance. Contractor's or the Town's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the Town may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

12.5 Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the Town, which shall not be unreasonably withheld

ARTICLE 13 – EQUAL EMPLOYMENT OPPORTUNITY

13.1 Equal Employment Opportunity. During the performance of this contract, the Contractor, LGS, agrees as follows:

i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ARTICLE 14 – CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

14.1 Clean Air Act.

i. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

14.2 Federal Water Pollution Control Act.

i. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. Contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

ARTICLE 15 – SUSPENSION AND DEBARMENT

15.1 Suspension and Debarment.

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor, LGS, is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. Contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. LGS agrees to execute the Certification as a term of this Agreement.

ARTICLE 16 – SIMPLIFIED ACQUISITION THRESHOLD

16.1 Administrative, Contractual, or Legal Remedies.

i. For all contracts greater or equal to $350,000, which is the current Simplified Acquisition Threshold, Contractor, LGS, agrees to be bound by the administrative, contractual, or legal remedies set forth in the State of Indiana, General Conditions, which govern contractors' violation or breach of contract terms and appropriate sanctions and penalties.

ARTICLE 17 – TERMINATION FOR CAUSE AND CONVENIENCE

17.1 Termination for Cause and Convenience.

i. For all contracts in excess of $10,000, Contractor agrees to be bound by the termination for cause and for convenience provisions set forth in the State of Indiana, General Conditions.

ARTICLE 18 – PROCUREMENT OF RECOVERED MATERIALS AND SOLID WASTE DISPOSAL ACT

18.1 Procurement of Recovered Materials.

i. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 U.S.C.A. § 6901, et seq.). In performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

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

b. Meeting contract performance requirements; or

c. At a reasonable price.

ii. Contractor agrees to comply to the designated requirements within the EPA's Comprehensive Procurement Guidelines.

iii. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest level of competition, where the purchase price of the item exceeds $10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18.2 Domestic Preference for Procurements.

i. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ARTICLE 19 – TELECOMMUNICATIONS EQUIPMENT OR SERVICES

19.1 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

i. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause---

ii. Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

b. Unless an exception in paragraph (iii) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunication equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

iii. Exceptions.

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

iv. Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (iv)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (iv)(a) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name;

supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (iv)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

v. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (v), in all subcontracts and other contractual instruments.

ARTICLE 20 – PROCUREMENT OF RECOVERED MATERIALS

20.1 Procurement of Recovered Materials.

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

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

b. Meeting contract performance requirements; or

c. At a reasonable price.

ii. Contractor agrees to comply to the designated requirements within the EPA's Comprehensive Procurement Guidelines.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 21 – BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §

1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor will complete the below CERTIFICATION REGARDING LOBBYING.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

ARTICLE 22 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

22.2 Violation. liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

22.3 Withholding Process. The Town may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph Section on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this Agreement, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

22.4 Priority to withheld funds. The Department of Labor has prior to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.5(a)(2)(i) or 29 C.F.R. § 5.5(b)(3)(i) of this section, or both, over claims to those funds by:

(i) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(ii) A contracting agency for its re-procurement costs;

(iii) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(iv) a contractor's assignee(s);

(v) a contractor's successor(s); or

(vi) a claim asserted under the Prompt Payment Act, 31 U.S.C. §3901-3907.

22.5 Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest form the date of the underpayment or loss due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

22.6 Anti-retaliation. It is unlawful for a any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or I any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) informing any other person about their rights under CWHSSA or this part.

ARTICLE 23 – RELATIONSHIP WITH MONITOR CONTRACTORS; INDEPENDENCE AND CONFLICTS OF INTEREST

23.1 Independent Monitoring. Contractor acknowledges as a part of its engagement for debris removal operations, its Services will be monitored by an independent and impartial monitoring contractor. Contractor shall always exercise independent professional judgment and shall perform its Services solely in the interest of the Town. No monitoring entities shall direct or control Contractor's performance of its services or determine Contractor's staffing, direct Contractor personnel, modify Contractor's records, approve Contractor's invoices, or otherwise interfere with Contractor's performance of Services.

23.2 No Financial Interest. Contractor represents and warrants that, following reasonable inquiry, neither Contractor nor any of its owners, officers, directors, managers, employees assigned to this project, affiliates, or subcontractors has any undisclosed direct or indirect ownership interests, financial interest, compensation arrangement, commission, referral arrangement, profit-sharing arrangement, contingent fee, or other material financial relationship with any monitoring contractor or other entity who is engaged to monitor Contractor's work. Contractor shall not enter into any such relationship during the term of this Agreement without first providing full written disclosure to and obtaining the written approval of the Town.

23.3 Gifts and Gratuities. Contractor and its personnel shall not solicit, accept or provide any commission, payment, gratuity, gift, entertainment, favorite, rebate, kickback, or thing of material value from or to any monitoring contractor or other entity who is engaged to monitor Contractor's work or services, except for items of nominal value consistent with applicable law and Town policy.

23.4 Disclosure Obligation. Contractor shall immediately disclose in writing to the Town any actual potential, or apparent conflict of interest arising during performance of this Agreement, including any personal, family, employment, ownership, financial, or business relationship that could reasonably call into question Contractor's independence or impartiality. The duty of disclosure is continuing throughout the term of this Agreement.

23.5 Town Remedies. If the Town reasonably determines that an actual, potential, or apparent conflict of interest may impair Contractor's independence or create an unacceptable risk to the integrity or eligibility of the project, the Town may require Contractor, at Contractor's expense, to implement appropriate mitigation measures, removal replace affected personnel or subcontractors, cease the conflicting activity, other reasonable corrective action. A material undisclosed conflict of interest or Contractor's refusal or failure to implement reasonable corrective measures required by the Town shall constitute a material breach of this Agreement.

23.6 No Partnership or Joint Venture. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment relationship, or other relationship between Contractor and any monitoring contractor or between Contractor and the Town other than the independent-contractor relationship especially established by this Agreement.

23.7 Subcontractors. Contractor shall impose the requirements of this Section upon every subcontractor, subconsultant, and other person or entity performing a material portion of the Services on Contractor's behalf.

ARTICLE 24 – ACCESS TO RECORDS

The Contractor, LGS, agrees to provide the Town, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 25 – DISASTER RECOVERY REFORM ACT OF 2018

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

ARTICLE 26 - DHS SEAL, LOGO, and FLAGS

The Contractor, LGS, shall not use the DHS and/or its components (e.g., FEMA, CISA, etc.) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific written permission from DHS preapproval. The Contractor shall include this provision in any subcontracts.

ARTICLE 27 – COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ARTICLE 28 – NO OBLIGATION BY FEDERAL GOVERNMENT

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

ARTICLE 29 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

ARTICLE 30 – MISCELLANEOUS

30.1 Amendment. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives. This Agreement can only be amended or modified in a written document signed by both Contractor and the Town.

30.2 Invalidity, Unenforceability and Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement.

30.3 Construction. This Agreement shall not be construed or interpreted in favor of or against Contractor or the Town on the basis of draftsmanship or preparation of the Agreement.

30.4 Counterparts. This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

30.5 Survival. All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

IN WITNESS WHEREOF, the Town of Munster, Indiana and LGS have executed this AGREEMENT as of the day and year first above written.

OWNER:
Town of Munster, Indiana
By Authorized Agent
Joseph Hofferth
Town Council President

By: [signature]

Print: JOSEPH HOFFERTH

ATTEST:

By: Wendy Mis

Print: Wendy Mis

LOOKS GREAT SERVICES OF MS, INC.

By: [signature]

Print: Jerry Day

Effective Date: 08/22/2026

STATE OF Indiana)
COUNTY OF Lake)
)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 21st day of August, 2026, within my jurisdiction, the within named, Joseph Hofferth, who acknowledged to me that they are Council President respectively, of Munster Town, Council, a governmental subdivision of the State of Indiana, and that in said representative capacity, they executed the above and foregoing instrument, after first having been duly authorized so to do.

By: ____________________

Elizabeth Malagon
NOTARY PUBLIC

My commission expires:

____

(SEAL)

ELIZABETH MALAGON
Notary Public, State of Indiana
Lake County
Commission # NP0622460
My Commission Expires
November 17, 2026

STATE OF Oklahoma)
)
COUNTY OF Oklahoma)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this 22 day of August, 2026, within my jurisdiction, the within named, Jerry Day, who acknowledged to me that he is Secretary, of Looks Great Services of MS, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do..

Randi Ownbey
NOTARY PUBLIC

My commission expires:

04/19/2028
(SEAL)

RANDI OWNBEY
NOTARY
16003912
EXP. 04/19/28
PUBLIC
STATE OF OKLAHOMA

EXHIBIT A
FEE PROPOSAL SCHEDULE
EMERGENCY DEBRIS REMOVAL AND DISPOSAL SERVICES
PROJECT:

ITEM NUMBER	DESCRIPTION	UNIT	UNIT PRICE
	Debris Hauling Management*		
1	Loading and Hauling of Eligible Vegetative Debris from ROW to Approved Temporary Debris Management Site (TDMS) or Disposal Site Per Cubic Yard		
1A	0.0-10.0 Miles One Way	CY	$ 9.50
1B	10.01-20.0 Miles One Way	CY	$ 10.00
1C	20.01+ Miles One Way	CY	$ 10.50
2	Loading and Hauling of Eligible Construction and Demolition Debris from ROW to Approved Temporary Debris Management Site (TDMS) or Disposal Site Per Cubic Yard		
2A	0.0-10.0 Miles One Way	CY	$ 9.50
2B	10.01-20.0 Miles One Way	CY	$ 10.00
2C	20.0.1+ Miles One Way	CY	$ 10.50
3	Land Based Loading and Hauling of Eligible Vegetative Debris from Creeks, Canals Streams or Utility ROW to TDMS or Disposal site per Cubic Yard		
3A	0.0-10.0 Miles One Way	CY	$ 16.00
3B	10.01-20.0 Miles One Way	CY	$ 18.00
3C	20.0.1+ Miles One Way	CY	$ 20.00
4	Land Based Loading and Hauling of Eligible Construction and Demolition Debris from Creeks, Canals Streams or Utility ROW to TDMS or Disposal site per Cubic Yard		
4A	0.0-10.0 Miles One Way	CY	$ 18.00
4B	10.01-20.0 Miles One Way	CY	$ 20.00
4C	20.0.1+ Miles One Way	CY	$ 24.00
5	Operate TDMS – Includes Clearing, Preparation of Site, Segregation of Debris, Restoration of Site and Closeout	CY	$ 1.35
6	Reduction of Vegetative Debris at the TDMS by Grinding/Chipping	CY	$ 4.00
7	Reduction of Vegetative Debris at the TDMS by Open-Air Burning	CY	$ 2.15
8	Reduction of Vegetative Debris & C&D at the TDMS by Forced-Air Burning	CY	$ 3.00
9	Reduction of C&D Debris at the TDMS by Compaction	CY	$ 2.95
10	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Wood Chips) from TDMS to Final Disposal Site (Tipping Fees Shall be a Pass-Through Cost to client)		
10A	0.0-10.0 Miles One Way	CY	$ 5.50
10B	10.01-20.0 Miles One Way	CY	$ 6.50
10C	20.01-30.0 Miles One Way	CY	$ 8.00
10D	30.01-40.0 Miles One Way	CY	$ 10.00
11	Loading, Haul and Final Disposal of Reduced Vegetative Debris (Ash) from TDMS to Final Disposal Site (Tipping Fees Shall be a Pass-Through Cost to the client)		
11A	0.0-10.0 Miles One Way	CY	$ 13.00
11B	10.01-20.0 Miles One Way	CY	$ 15.00
11C	20.01-30.0 Miles One Way	CY	$ 17.00
11D	30.01-40.0 Miles One Way	CY	$ 20.00
12	Loading, Haul and Final Disposal of Reduced Construction and Demolition Debris (C&D) from TDMS to Final Disposal Site (Tipping Fees Shall be a Pass-Through Cost to the Client)		
12A	0.0-10.0 Miles One Way	CY	$ 6.00
12B	10.01-20.0 Miles One Way	CY	$ 7.00
12C	20.01-30.0 Miles One Way	CY	$ 8.50
12D	30.01-40.0 Miles One Way	CY	$ 10.50
	Trees, Stumps & Other Debris Items		
13	Leaning/Hazardous Tree Removal, 4" – 12" (Cut and Drop)	EACH	$ 200.00
14	Leaning/Hazardous Tree Removal, 12.1" – 23" (Cut and Drop)	EACH	$ 350.00
15	Leaning/Hazardous Tree Removal, 23.1" - 36" (Cut and Drop)	EACH	$ 600.00
16	Leaning/Hazardous Tree Removal, greater than 36" (Cut and Drop)	EACH	$ 1000.00
17	Removal of Hanging Limbs >1.5 inches in the ROW (Per Tree) (Cut and Drop)	EACH	$ 85.00
18	Hazardous Stump Removal – 24" – 35"	EACH	$ 500.00
19	Hazardous Stump Removal – 36" – 48"	EACH	$ 700.00
20	Hazardous Stump Removal – Greater than 48"	EACH	$ 800.00
21	Loading & Hauling of White Goods to Approved Site	EACH	$ 80.00
22	Loading & Hauling of Electronic Waste to Approved Site	EACH	$ 75.00
23	Collect & Dispose of Hazardous Household Waste to Approved Site	EACH	$ 40.00
24	Disposal Site Inspection Tower (Erection and Removal)	EACH	$ 3500.00
25	Demolition Non-RACM Town Owned Structures	SF	$ 5.50

Debris Hauling and Management*			
26	Grapple Truck (45 CY+) w/Operator	Hour	$ 265.00
27	Trailer (40 CY +)	Hour	$ 30.00
28	Arial Bucket Truck (55'+) w/Operator	Hour	$ 185.00
29	Skid Steer w/Operator	Hour	$ 175.00
30	Front End Wheel Loader w/Operator	Hour	$ 195.00
31	Laborer w/Chainsaw	Hour	$ 85.00
32	Foreman w/ 1/2 Ton Pick Up Truck	Hour	$ 100.00
33	Superintendent w/ 1/2 Ton Pick Up Truck	Hour	$ 105.00
34	30+ Ton Crane w/Operator	Hour	$ 450.00
35	Climber w/gear	Hour	$ 110.00
36	Equipment Transport	Hour	$ 110.00
37	Removal and Disposal of eligible power poles, cross arms, insulators, hardware and incidental utility damaged assets from the Roadway or Electrical Line/Utility Right of Way (ROW) (Tipping Fees Shall be a Pass-Through Cost to the Client)	CY	$ 190.00
38	Removal and Delivery to a designated facility all transformers, regulators, coil reclosures and capacitors. (Tipping Fees Shall be a Pass-Through Cost to the Client)	EACH	$ 785.00
39	Loading, Hauling & Disposal of Electronic Waste (Conductor, Static Wire & Guy Wire) (Tipping Fees Shall be a Pass through Cost to the Client)	TON	$ 495.00
NOTE: Tipping Fees will be passed through to the town at no mark up			

* The Town and Prime Contractor will select which option, or combination of options, to utilize in this contract.

Looks Great Services of MS, Inc.

Signature: ______________________ Date: 08/22/2026

Town of Munster, Indiana Authorized Signature

Signature: ______________________ Date: 8-21-26

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT-ADDENDUM 1

OWNER: **TOWN OF MUNSTER, IN**

CONTRACTOR: **LOOKS GREAT SERVICES OF MS, INC.**

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT BETWEEN THE TOWN OF MUNSTER, IN AND LOOKS GREAT SERVICES OF MS, INC.

Not to Exceed Extension

The $1,000,000.00 not to exceed amount in Article 3 – Compensation of the original agreement is amended to $1,100,000.00

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

OWNER:

Town of Munster, Indiana

By: Jaime Reyes

Print: _Jaime_Dan_Reyes-Hildel______

Date: _____8/29/2026________________

LOOKS GREAT SERVICES OF MS, INC.

By: ______________________________

Print: ______________________________

Date: ______________________________

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT-ADDENDUM 2

OWNER: **TOWN OF MUNSTER, IN**

CONTRACTOR: **LOOKS GREAT SERVICES OF MS, INC.**

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT BETWEEN THE TOWN OF MUNSTER, IN AND LOOKS GREAT SERVICES OF MS, INC.

Not to Exceed Extension

The $1,100,000.00 not to exceed amount in Addendum 1 agreement is amended to $1,200,000.00

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

OWNER:

Town of Munster, Indiana

By: Jaime Reyes

Print: Jaime Dan Reyes-Hildel

Date: 8/30/2026

LOOKS GREAT SERVICES OF MS, INC.

By: ______________________________

Print: ______________________________

Date: ______________________________

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT-ADDENDUM 3

OWNER: **TOWN OF MUNSTER, IN**

CONTRACTOR: **LOOKS GREAT SERVICES OF MS, INC.**

EMERGENCY DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES AGREEMENT BETWEEN THE TOWN OF MUNSTER, IN AND LOOKS GREAT SERVICES OF MS, INC.

Not to Exceed Extension

The $1,200,000.00 not to exceed amount in Addendum 2 agreement is amended to $4,000,000.00

IN WITNESS WHEREOF, the parties have executed this Addendum as of the dates written below.

OWNER:	
Town of Munster, Indiana	**LOOKS GREAT SERVICES OF MS, INC.**
By: ______________________________	By: ______________________________
Print: ______________________________	Print: ______________________________
Date: ______________________________	Date: ______________________________

To: Town Council

From: Dan Reyes, Assistant Town Manager

Meeting Date: August 31, 2026

Subject: Increase Contract for Debris Monitoring

Summary

This item is for the Town Council to consider increasing the not-to-exceed ("NTE") amount under the existing emergency storm debris monitoring contract with DebrisTech. ("Contractor"). This item is contingent upon an amendment to the meeting agenda by successful motion and vote.

On August 22, 2026, the Town activated an emergency debris removal and disposal contract with the Contractor following the August 2026 tornado and severe storm event. The contract was established with a $250,000 NTE amount because Indiana emergency procurement laws permit the Town to enter into temporary contracts during a declared emergency while the Town simultaneously undertakes a formal competitive procurement process for longer-term services. The NTE was intended to provide sufficient authority for initial response activities while allowing the Town to evaluate the scope of the disaster.

The quantity of storm debris and the debris hauling contractor, Looks Great Services, rate of production has significantly exceeded initial expectations. Debris quantities and work performed are independently monitored and documented by the Contractor. The more debris that is hauled directly impacts the amount of monitoring, resulting in faster cost accrual. As of August 29, 2026, approximately $147,287 in eligible work had been completed under the contract.

Based on current debris quantity estimates, the Contractor projects approximately 350,000 cubic yards of total debris, which could result in overall debris monitoring costs of approximately $1 million. While staff believes the ultimate cost of debris operations remains subject to change as additional quantities are verified, The contractor is expected to exceed the current $250,000 contract limit before the next Town Council meeting. Increasing the not-to-exceed amount will allow debris removal work to continue without interruption while the Town completes the competitive procurement process for long-term debris removal services.

Staff is therefore requesting that the Town Council increase the NTE amount from $250,000 to $500,000. The proposed increase is intended to allow uninterrupted debris-removal operations through the point that staff anticipates presenting long-term debris hauling and monitoring contracts resulting from the Town's ongoing competitive procurement process. Approval of this increase will ensure that emergency debris-removal activities may continue while the Town completes longer-term procurement processes.

Financial Impact

Recommended Council Action

By motion and roll call vote approve Addendum #1 with DebrisTech increasing the not-to-exceed amount from $250,000 to $500,000.

Attachments:

1. 20260831_Amendment#1_DebrisTech

FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (this "Amendment") is made and entered into effective as of August 31, 2026, by and between the TOWN OF MUNSTER, INDIANA (the "Town" or "Applicant") and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

RECITALS

A. DebrisTech and the Town are parties to certain Independent Contractor Agreement dated effective August 18, 2026 (the "Independent Contractor Agreement").

B. Section 6 of the Independent Contractor Agreement states that $250,000.00 (the "Not-to-Exceed Amount") is the maximum amount payable to DebrisTech by the Town for services performed under the Independent Contractor Agreement.

C. The parties desire to enter into this Amendment to the Independent Contractor Agreement to increase the Not-to-Exceed Amount as provided herein.

AGREEMENT

For and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members hereby agree as follows:

1. Amendment to Section 6. The Independent Contractor Agreement is hereby amended by deleting Section 6 (e) in its entirety and by substituting in the place and stead thereof the following:

Not-to-Exceed Amount. The total compensation payable by the Town under this Agreement shall not exceed **Five Hundred Thousand Dollars** ($500,000.00) unless the amount is increased by a written amendment executed by the Town Council President.

The **Five Hundred Thousand Dollar** ($500,000.00) amount constitutes the ceiling price and not-to-exceed amount for purposes of this Agreement. Contractor shall not perform or incur charges in excess of that amount without prior written authorization by the Town Council President, and any amount incurred in excess of the ceiling price without such authorization shall be incurred by Contractor at its own risk and shall not be the Town's obligation.

Contractor shall provide written notice to the Town when aggregate charges under this Agreement reaches fifty percent (50%), seventy percent (75%), eighty percent (80%), and ninety (90%) of the not-to-exceed amount. Such notice shall include Contractor's estimate of the remaining Services, anticipated staffing, expected completion date, projected total cost and strategic plan for completing Services within the not-to-exceed amount.

Contractor shall manage its staffing and performance to avoid an unanticipated interruption of monitoring services as the not-to-exceed amount is approached. Contractor shall not suspend services solely because the not-to-exceed amount is approaching without providing the Town with reasonable advance written notice and cooperating with the Town in an orderly continuation, modification, or transition of the Services provided the Town agrees that the Contractor has the right to suspend its performance of Services at such time as the amount of the Services performed reaches the not-to-exceed amount.

Nothing in this subsection authorizes Contractor to exceed the not-to-exceed amount absent a written amendment executed by the Town Council President.

2. Full Force and Effect. The Independent Contractor Agreement, as herein amended, remains in full force and effect in accordance with its terms, and the parties hereby ratify and confirm the same.

3. Capitalized Terms. Capitalized terms not defined herein shall have the meaning give to such terms in the Independent Contractor Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the date first above written.

-CONTRACTOR -	- TOWN-
DEBRISTECH, LLC	TOWN OF MUNSTER
______________________________	______________________________
Brooks R. Wallace, President	
	______________________________
	Printed Name and Title