

## AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this **17<sup>th</sup> day of August, 2005**, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **AshBritt Environmental whose business address is 3840 Tarian Court, Palm Harbor, FL 34684-2459** (hereinafter referred to as the "CONTRACTOR").

### WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional services of the CONTRACTOR concerning certain services related to **providing disaster generated removal and disposal** (hereinafter referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

### ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Basic Services to be performed by CONTRACTOR hereunder are **to provide disaster generated removal and disposal**.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONTRACTOR's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the OWNER that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the OWNER's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR hereunder. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the OWNER of such conflict and utilize its best professional judgment to advise OWNER regarding resolution of the conflict.

1.6. CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without OWNER's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph.

1.7. CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of OWNER who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of two (2) years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. In the event CONTRACTOR violates the provisions of this paragraph, CONTRACTOR shall be required to pay damages to OWNER in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of OWNER from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last two (2) years of gross compensation from OWNER, whichever is greater.

1.8. CONTRACTOR agrees not to provide services for compensation to any other party other than OWNER on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of OWNER.

1.9. Except as otherwise provided herein, CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of CONTRACTOR'S contractual relationship with OWNER for the special gain or benefit of CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO OWNER'S RESPONSIBILITIES**

2.1. The Owner shall designate in writing a project coordinator to act as OWNER's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR hereunder;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the OWNER is obligated or committed to pay the CONTRACTOR.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for CONTRACTOR to enter the Project site to perform the services to be provided by CONTRACTOR under this Agreement; and

(c) Provide notice to CONTRACTOR of any deficiencies or defects discovered by the OWNER with respect to the services to be rendered by CONTRACTOR hereunder.

2.3. CONTRACTOR acknowledges that access to the Project Site, to be arranged by OWNER for CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### **ARTICLE THREE TIME**

3.1. Services to be rendered by CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from OWNER for all or any designated portion of the Project and shall be **for a one-year period, beginning on August 17, 2005 with the City's option to renew for two additional one-year periods.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the OWNER, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then CONTRACTOR shall notify OWNER in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of CONTRACTOR's services from any cause whatsoever, including those for which OWNER may be responsible in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from OWNER. CONTRACTOR's sole remedy against OWNER will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the CONTRACTOR, the services to be provided hereunder have not been completed within 18 months of the date hereof, the CONTRACTOR's compensation may be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by CONTRACTOR after expiration of said 18 month period.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the OWNER hereunder, the OWNER at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the OWNER's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid to the CONTRACTOR by the OWNER for all Basic Services shall be at **per bid price amount as set forth in Exhibit B.**

**ARTICLE FIVE  
MAINTENANCE OF RECORDS**

5.1. CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONTRACTOR for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

**ARTICLE SIX  
INDEMNIFICATION**

6.1. CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employer or utilized by the Contractor in the performance of the Contract.

**ARTICLE SEVEN  
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit A to this Agreement.

**ARTICLE EIGHT  
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by CONTRACTOR's own staff, unless otherwise authorized in writing by the OWNER. The employment of, contract with, or use of the services of any other person or firm by CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the OWNER. No provision of this Agreement shall, however, be construed as constituting an agreement between the OWNER and any such other person or firm. Nor shall anything contained herein be deemed to give any such party or any third party any claim or right of action against the OWNER beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE  
WAIVER OF CLAIMS**

9.1. CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against OWNER arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of CONTRACTOR's services nor payment by OWNER shall be deemed to be a waiver of any of OWNER's rights against CONTRACTOR.

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

10.1. CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for OWNER to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as

directed by OWNER, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by CONTRACTOR or by any of CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The OWNER may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR seven (7) calendar day's written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that CONTRACTOR was not in default, or that its default was excusable, or that OWNER otherwise was not entitled to the remedy against CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and CONTRACTOR's remedies against OWNER shall be the same as and limited to those afforded CONTRACTOR under paragraph 10.3 below.

10.3. OWNER shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar day's written notice to CONTRACTOR. In the event of such termination for convenience, CONTRACTOR's recovery against OWNER shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by CONTRACTOR that are directly attributable to the termination, but CONTRACTOR shall not be entitled to any other or further recovery against OWNER, including, but not limited to, anticipated fees or profits on work not required to be performed.

#### **ARTICLE ELEVEN CONFLICT OF INTEREST**

11.1. CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

#### **ARTICLE TWELVE MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

#### **ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the OWNER shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following OWNER's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: Dr. Robert E. Lee, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the OWNER to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

**AshBritt Environmental**  
**480 S Andrew Avenue, STE 103**  
**Pompano Beach, FL 33069**  
**Attention: Terry Jaceson**

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

#### **ARTICLE FOURTEEN MISCELLANEOUS**

14.1. CONTRACTOR, in representing OWNER, shall promote the best interest of OWNER and assume towards OWNER a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by CONTRACTOR without the prior written consent of OWNER.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

#### **ARTICLE FIFTEEN APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

**OWNER:**

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: \_\_\_\_\_  
Tara A. Norman, City Clerk

By: \_\_\_\_\_  
Dr. Robert E. Lee, City Manager

Approved as to form  
and legal sufficiency:

By: \_\_\_\_\_  
Robert D. Pritt, City Attorney

**CONTRACTOR:**

ASHBRITT ENVIRONMENTAL

By: \_\_\_\_\_

\_\_\_\_\_  
witness

(CORPORATE SEAL)

## SCOPE OF SERVICES

Situated on the Southwest Coast of Florida, the City of Naples is highly vulnerable to:

- natural disasters, such as hurricanes, tornadoes, flooding and forest fires; and,
- manmade disasters, such as oil spills, hazardous material spills or releases, multi vehicular accidents resulting from fog or severe rainstorm conditions, etc.

Disasters most often produce substantial volumes of debris, creating hazardous conditions to the public health, welfare and safety, which result in disruption of the essential physical and economic life of the community. These disruptions are caused by:

- Obstructed roadways;
- Environmental offenses resulting from hazardous material spills or releases, the resulting contaminations of soils, ground and surface waterways and potential sources for air pollution;
- Obstacles to safe passage of emergency vehicles essential pedestrian and vehicular traffic.

It is mandatory that there be an early, safe and quick response to restoring environmentally safe and economically viable conditions to the disaster affected areas. This objective has the highest priority in the City's planning and its ability to deal with all damage.

Disasters will result in large expenditures of manpower, equipment and related materials and supplies, at substantial cost to the City.

It is imperative that the City of Naples be prepared to provide all necessary disaster recovery services and have the means to recover all eligible costs from State and Federal Agencies that have funds to assist local governments to cope with all natural and manmade disasters.

The City of Naples seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified Disaster Removal and Debris management Firm(s) and or Recovery and Restoration firm(s), on an as needed basis, for a one-year period, with the City's option to renew for additional two one-year periods, to provide disaster recovery expertise and services to manage and carry out the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters, in full compliance with regulatory agency requirements and consistent with Federal Emergency Management Agency (FEMA) requirements for cost reimbursements for debris management, removal and disposal.



## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate and the following must also be stated on the certificate. "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples  
735 Eighth Street South  
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

## ASHBRITT FEE SCHEDULE

1. EMERGENCY DEBRIS CLEARANCE		
	As directed by the COUNTY, the CONTRACTOR shall provide supervisors, personnel and equipment for emergency clearance of public roads and property. Emergency road clearance is accomplished by removing large debris from the traffic lanes to the public Rights-Of-Way (ROW) for collection by others. Emergency clearance of public property is accomplished by removing debris from pedestrian or vehicular traffic areas to the public ROW for collection by others.	Equipment and Labor Rates on the Hourly Rate Schedule
2. REMOVAL, HAULING, DISPOSAL OF ELIGIBLE DEBRIS		
	Validated load picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS), or to a landfill approved by the County.	
a.	0-15 miles	\$ 11.00 /cu.yd.
	16-30 miles	\$ 12.75 /cu.yd.
	31-60 miles	\$ 15.50 /cu.yd.
	61-90 miles	\$ 18.25 /cu.yd.
	Validated load hauled from TDSRS for final disposition at a County approved landfill or recycling facility.	
b.	0-15 miles	\$ 2.75 /cu.yd.
	16-30 miles	\$ 4.00 /cu.yd.
	31-60 miles	\$ 5.75 /cu.yd.
	61-90 miles	\$ 7.50 /cu.yd.
3. SITE MANAGEMENT		
a.	Site Management including preparation and layout of site; management, maintenance and operation of the TDSRS; sorting and segregation of the debris stream; groundwater and soil testing; furnishing materials, supplies, labor, tools and equipment necessary to perform services; providing traffic control, dust control, erosion control, inspection tower(s), ash and HTW containment areas, fire protection, permits (as necessary), and safety measures; loading reduced/stored and initiating load tickets for final disposition.	\$ 3.75 /cu.yd.
b.	Reduction of Debris delivered to the TDSRS by grinding.	\$ 1.95 /cu.yd.
c.	Reduction of Debris delivered to the TDSRS by burning.	\$ 1.75 /cu.yd.
4. ADDITIONAL SERVICES		
a.	<u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right Of Way (ROW) only as identified and directed by the COUNTY. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to the demolition of structures and the removal and relocation of the debris to the public ROW.	Hourly Rate Schedule or Negotiated Unit Price

b.	<u>Marine Debris Removal</u> - The CONTRACTOR shall clear canals and waterways of marine debris only as identified and directed by the COUNTY. Debris will be removed from the waterway and deposited on the bank for collection by others.	Hourly Rate Schedule or Negotiated Unit Price
c.	<u>Hazardous and/or Toxic Waste Disposal</u> - The CONTRACTOR shall collect, transport and dispose of HTW in accordance with all applicable federal, state and local laws, standards and regulations as directed by the COUNTY.	Hourly Rate Schedule or Incident Specific Price
d.	<u>Dead Animal Carcasses</u> - As identified and directed by the COUNTY, the CONTRACTOR shall collect and haul dead animal carcasses, including but not limited to dead livestock, poultry and large animals that pose an imminent and significant threat to public health and safety, to the TDSRS and/or Final Disposition Site at an approved landfill.	\$ 2.75 /lb.
e.	<u>Hazardous Tree and Limbs</u> - As identified and directed by the COUNTY the CONTRACTOR shall remove storm damaged trees or limbs that are determined to pose a threat to public safety. Debris from the hazard will be removed to the ROW for collection by others.	Hourly Rate Schedule or Negotiated Unit Price
f.	<u>Hazardous Stumps</u> - As directed by the COUNTY the CONTRACTOR shall remove stumps and haul to the TDSRS. Stumps will be measured twelve (12) inches above the root ball to determine the diameter of the stump.	
	Stumps from 24 to 48 inches	\$ 575.00 /stump
	Stumps 48 to 72 inches diameter	\$ 875.00 /stump
	Stumps greater than 72 inches diameter	\$ 1,275.00 /stump
g.	<u>Fill Dirt</u> - As identified and directed by the COUNTY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, vehicles and holes created by removal of hazardous stumps and other area that pose an imminent and significant threat to public health and safety.	\$ 15.25 /cu.yd.
h.	<u>Sand Screening</u> - The CONTRACTOR shall screen all sand to remove Eligible Debris deposited as a result of a natural or manmade disaster. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach. Eligible debris removed from the sand shall be collected, hauled and processed at the TDSRS.	\$ 8.50 /cu.yd.
i.	<u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations and laws. Non-recyclable units will be disposed of at an approved site within the County.	\$ 16.00 /cu.yd.
j.	<u>Freon Recovery</u> - The CONTRACTOR shall remove and recover Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations and laws.	\$ 65.00 /unit

5.	<b>ADDITIONAL SERVICES PROVIDED AT NO COST</b>	
a.	<u>Training and Assistance</u> - Annual sessions for all key COUNTY personnel from a syllabus developed by the CONTRACTOR. Assistance in all applicable disaster debris recover planning efforts as requested.	No Additional Cost
b.	<u>Preliminary Damage Assessment</u> - Assistance in the determining the impact and magnitude of the disaster event.	No Additional Cost
c.	<u>Mobilization and Demobilization</u> - All arrangements and costs necessary to mobilize and demobilize the Contractor's Labor force and equipment needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR.	No Additional Cost
d.	<u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.	No Additional Cost
f.	<u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the County all reports and documents as may be necessary to adequately document the Debris Recovery Services.	No Additional Cost

Heavy Equipment	Size or Type	U/M	Unit Price
<i>Operators Included</i>			
Skid Steer Loader	Bobcat	Hour	55.00
Backhoe	Cat 416	Hour	95.00
Wheel Loaders	Cat 950	Hour	115.00
Wheel Loaders	Cat 966	Hour	125.00
Wheel Loaders	Cat 980	Hour	135.00
Tracked Loader	Cat 955	Hour	125.00
Towed Loader w/ Tractor	Prentice 210	Hour	140.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	125.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	140.00
Dozer	Cat D4	Hour	95.00
Dozer	Cat D5	Hour	105.00
Dozer	Cat D6	Hour	125.00
Dozer	Cat D7	Hour	135.00
Dozer	Cat D8	Hour	150.00
Excavators	Cat 320	Hour	90.00
Excavators	Cat 325	Hour	115.00
Excavators	Cat 330	Hour	130.00
Tractor w/ Box Blade	80 Hp	Hour	35.00
Motor Grader	Cat 120G	Hour	120.00
Crane	30 Ton	Hour	170.00
Bucket Truck	Up to 50' reach	Hour	130.00
Bucket Truck	50' to 75' reach	Hour	150.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	125.00
Mechanized Broom	Street Sweeper	Hour	75.00
Water Truck	2000 Gallon	Hour	65.00
Stump Grinder	Vermeer 252	Hour	85.00
Chipper w/ 2 man crew	Morbark Storm	Hour	125.00
12-Foot Tub Grinder	Morbark 1200	Hour	395.00
13-Foot Tub Grinder	Morbark 1300	Hour	455.00
14 Foot Tub Grinder	Diamond Z 1463	Hour	490.00
Equipment Transport w/ Tractor	50 Ton	Hour	90.00
Truck Mounted Winch	Tow Truck	Hour	90.00
Vacuum Truck	Jet Vac	Hour	172.50

Emergency Life Support	Size or Type	U/M	Unit Price
Emergency Ice Delivery	Determined by availability	Each	<i>incident specific</i>
Emergency Water Delivery	Determined by availability	Each	<i>incident specific</i>
Emergency Power Generators	Determined thru site survey	Each	<i>incident specific</i>

<i>Operators Included</i>			
Dump Truck	10 to 15 CY	Hour	40.00
Dump Truck	16 to 20 CY	Hour	50.00
Trailer Dump w/ Tractor	30 to 40 CY	Hour	60.00
Trailer Dump w/ Tractor	41 to 50 CY	Hour	70.00
Trailer Dump w/ Tractor	51 to 60 CY	Hour	80.00
Trailer Dump w/ Tractor	61 to 70 CY	Hour	90.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	95.00

Transportation Vehicles	Size or Type	U/M	Unit Price
<i>Operators Not Included</i>			
Pickup Truck	1/2 Ton	Day	125.00
Pickup Truck	3/4 Ton	Day	145.00
Pickup Truck	1 Ton	Day	175.00
Box Truck	3/4 Ton	Day	165.00
Utility Van	3/4 Ton	Day	115.00
Passenger Van	9 Passenger	Day	145.00
Passenger Car	Full size	Day	95.00

Personnel	Size or Type	U/M	Unit Price
Superintendent w/ Pickup Truck	Individual	Hour	75.00
Supervisor w/ Pickup Truck	Individual	Hour	60.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	60.00
Mechanic w/ Truck and Tools	Individual	Hour	60.00
Climber w/ Gear	Individual	Hour	95.00
Operator w/ Chainsaw	Individual	Hour	55.00
Laborer w/ Tools	Individual	Hour	30.00
Traffic Control Personnel	Individual	Hour	30.00
Ticket Writers	Individual	Hour	35.00
Clerical	Individual	Hour	35.00
Administrative Assistant	Individual	Hour	45.00

Marine Resources	Size or Type	U/M	Unit Price
56' Shallow Draft Landing Craft w/ Crane	Crew of 2	Day	7850.00
33' Fast Barge w/ Winch	Crew of 2	Day	4725.00
14' Utility Boat w/ Motor	Crew of 1	Day	545.00
Tank Diver w/ Gear	Individual	Hour	<i>incident specific</i>
Hardhat Diver w/ Gear	Individual	Hour	<i>incident specific</i>
Scuba Bottle Refill (air)	80	Each	21.00
Air Pump w/ multi breathing lines	Brownie Lung	Day	450.00

Misc. Equipment	Size or Type	U/M	Unit Price
Light Tower	w/ generator	Day	65.00
Office Trailer	40 foot	Day	85.00
Storage Container	40 foot	Day	55.00
First Aid Station	OSHA Spec	Day	65.00
Portable Toilet	Single	Week	55.00
Observation Tower	USACE Spec	Each	3500.00