

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this **7th day of December, 2005** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **AshBritt Environmental** (the “Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor entered into that certain Agreement **to provide disaster generated removal and disposal** (the “Original Agreement”) and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide **additional disaster generated removal and disposal created by Hurricane Wilma** pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. “Article Four, Compensation” shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of additional fees by the Contractor in **an amount not-to-exceed \$4,000,000.00 to provide additional removal and disposal, as a result of Hurricane Wilma (‘Project’)**.
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement, which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
Dr. Robert E. Lee, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

ASHBRITT ENVIRONMENTAL

witness

By: _____

Name: _____

Title: _____

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		
	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		
	<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.	ADDITIONAL SERVICES PROVIDED AT NO COST	
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