

AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this **20th day of September, 2006**, by and between the City of Naples, Florida, a municipal corporation, (hereinafter referred to as the "OWNER") and **DRC Emergency Services, LLC.**, an Alabama Limited Liability Company, whose business address is **740 Museum Drive, Mobile Alabama 36608** (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the OWNER desires to obtain the professional services of the CONTRACTOR concerning certain services related to **disaster debris removal, reduction and disposal services resulting from hurricanes or other disasters** (hereinafter referred to as the "Project"), said services being more fully described in Exhibit A, "Scope of Services", which is attached hereto and incorporated herein; 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 **disaster debris removal, reduction and disposal services resulting from hurricanes or other disasters.**

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 (3) year period, as an on-call basis at no cost contract, expiring on December 31, 2009, with the City's option of two (2) one-year renewals.** 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 CONTRACTOR by the OWNER for all Basic Services shall be at **per bid price amount as set forth in Exhibit B** and shall be paid in the manner set forth in Exhibit B, "Basis of Compensation", which is attached hereto and incorporated herein.

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 B 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:

DRC Emergency Services, LLC
740 Museum Drive
Mobile, Alabama 36608
Attention: Mark Stafford, Chief Operating officer

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

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

14.3. 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.

14.4. 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.

14.5. 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:
DRC Emergency Services, LLC
An Alabama Limited Liability Company

By: _____

witness

(CORPORATE SEAL)

Contract for work performed
(not Architects/Engineers)
315219_1

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 three-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.

EXHIBIT A PAGE 2

Those services would include:

- Clearing and/or removing debris from public and private property, rights-of-way, beach, streets and roads
- Managing and operating debris management sites for the acceptance, reduction, incineration and disposal of disaster related debris. Note: the City of Naples may enlist the assistance of the successful proposer(s) in determining the most advantageous locations. The City of Naples reserves the right to direct the method or location of disposal for the reduced debris.
- Tree trimming, topping, and removal, stump grinding and removal.
- Obtaining all permits necessary to operate debris collection and debris management sites.
- Removal of sand from roads, streets, and rights-of-way; screening of sand and returning clean sand to beaches or other designated sites.
- Screening and removal of debris from beaches.
- Assist the City of Naples in the preparation of FEMA and other required agency reports for reimbursement.
- Coordinate with FEMA, the Florida Division of Emergency Management, FDOT, FDEP, and other agencies to ensure the debris-related activities meet each agency's requirements for reimbursement eligibility and permitting.
- Provide data necessary to provide substantiation for FEMA and state reimbursement.
- As directed, perform other disaster response and recovery activities as necessary.

Contractors must have the resources necessary to perform all aspects

related to the scope of this RFP including the ability to manage a major workforce including possibly multiple sub-contractors and cover the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as providing the necessary bonding and insurance coverage.

CONTRACTOR:
DRC Emergency Services, LLC
An Alabama Limited Liability Company

By: _____

EXHIBIT B PAGE 1

BASIS OF COMPENSATION

A.1.1. As consideration for providing Basic Services as set forth herein in Article I, Section 1.1 of the Agreement, OWNER agrees to pay, and CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as follows:

City of Naples Disaster Recovery PRICE PROPOSAL FORM

PART A

NOTE: Proposers are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be

The CONTRACTOR shall supply at NO COST Mobilization and Demobilization consisting of all arrangements and costs necessary mobilize and demobilize the CONTRACTOR'S labor force and equipment needed to perform the Scope of Services contained herein.

1	EMERGENCY DEBRIS CLEARANCE	UNIT COSTS
a	As directed by the CITY, the CONTRACTOR shall provide supervisors, personnel and equipment for emergency clearance of public roads , Right Of-Way (ROW), and property. Emergency road clearance shall be accomplished by removing large debris from the traffic lanes to the public ROW for the 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.	<i>Equipment & Labor Rates on the hourly rate schedule will be utilized for the first/designated 72-hour emergency period after storm landfall. 100% reimbursement periods shall be specified by the Federal Emergency Management Agency (FEMA).</i>

2	REMOVAL, HAULING, DISPOSAL OF ELIGIBLE DEBRIS	UNIT COSTS
a	Collection Rate - Validated Load consisting of vegetative/horticulture debris and/or Construction and Demolition Debris (C&D) picked up at the designated work zone - or right of way (ROW) and/or improved public lands, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS), or to a landfill approved by the CITY. Horticulture debris includes all stumps 24" in diameter or less within the ROW AND any stumps not originating in the ROW (including stumps removed by third parties and placed in the ROW). Stumps placed within the ROW that have been extracted and removed from their origin by third parties consisting of any size (greater than 24" in diameter) will be converted to cubic yardage per FEMA's conversion tables, and hauled to the TDSRS at the cubic yardage rates.	
	0 - 20.99 miles	\$ 10.61 per cubic yard
	21 - 40.99 miles	\$ 11.45 per cubic yard
	41 - 60.99 miles	\$ 12.78 per cubic yard
	61 - 80.99 miles	\$ 14.65 per cubic yard
	81 - 100.99 miles	\$ 15.56 per cubic yard
	101 < miles	\$ 17.76 per cubic yard

2	REMOVAL, HAULING, DISPOSAL OF ELIGIBLE DEBRIS	UNIT COSTS
b	Haul Out of Reduced debris - Validated Load consisting of processed vegetative/horticulture debris and/or Construction and Demolition Debris (C&D) loaded and hauled from the Temporary Debris Storage and Reduction Site (TDSRS) for final disposal at a City approved landfill, recycling facility, and/or private property. Should additional equipment be required for the dumping and disposal of each load at the final disposal site, the unit cost for the subject hauling will reflect any additional equipment that may be required for such operations. Tipping fees will be paid by the CONTRACTOR and be considered as a direct "pass-thru" to the CITY.	
	0 - 20.99 miles	\$ 4.15 per cubic yard
	21 - 40.99 miles	\$ 4.95 per cubic yard
	41 - 60.99 miles	\$ 5.45 per cubic yard
	61 - 80.99 miles	\$ 6.25 per cubic yard
	81 - 100.99 miles	\$ 7.65 per cubic yard
	101 < miles	\$ 8.95 per cubic yard

3	SITE MANAGEMENT	UNIT COSTS
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 hazardous waste containment areas, fire protection, permits, and safety measures; loading reduced/stored and initiating load tickets for final disposition. This pricing includes restoring each TDSRS to the original condition, and may require grading, hydro seeding, fencing, turf/sod replacement, and freeing the site of all debris and equipment. The degree of site restoration will be determined by the CITY.	\$ 1.50 per cubic yard
b	Reduction of Debris (includes Vegetative/horticulture and Construction and Demolition) delivered to the TDSRS by GRINDING .	\$ 3.65 per cubic yard
c	Reduction of Debris (includes Vegetative/horticulture and Construction and Demolition) delivered to the TDSRS by BURNING .	\$ 3.00 per cubic yard

4	ADDITIONAL SERVICES	UNIT COSTS
a	Demolition and Debris Removal from private and public property - The CONTRACTOR shall operate beyond the public ROW only as directed and identified by the CITY. 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 and not limited to the demolition of structures and relocation of the debris to the public ROW.	\$ 6.35 per cubic yard
	ALTERNATE PRICING for 4a - alternate pricing for weight will be utilized by the CITY at the City's discretion.	\$ 44.00 ^{ton} per pound (lb.)
b	Marine Debris Removal - the contractor shall clear canals and waterways of marine debris only as identified by the CITY. Debris will be removed from the waterway and deposited on the bank for collection by others.	\$ 31.50 per cubic yard
	ALTERNATE PRICING for 4b - alternate pricing for weight will be utilized by the CITY at the City's discretion.	\$ 3.00.00 ^{ton} per pound (lb.)

4	ADDITIONAL SERVICES	UNIT COSTS
c	<p>Hazardous and/or Toxic Waste Disposal - 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 CITY.</p> <p>ALTERNATE PRICING for 4c - alternate pricing for weight will be utilized by the CITY at the City's discretion.</p>	<p>\$ <u>88.00</u> per cubic yard</p> <p>\$ <u>9.75</u> per pound (lb.)</p>
d	<p>Dead Animal Carcasses - As identified by the CITY, 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.</p>	<p>\$ <u>1.82</u> per pound (lb.)</p>
e	<p>Hazardous Tree Limbs ("Hangers") - As identified and directed by the CITY, the CONTRACTOR shall remove damaged tree limbs that are determined to pose a threat to public safety. All pruning cuts will be made per ANSI A300 Pruning Standards. All hanger cuts will be made back to the lateral. Debris from the hazards will be removed to the ROW and collected and delivered to the TDSRS @ the cubic yardage collection rates.</p>	<p>Cut and remove "Hanger" limbs 2" in diameter or GREATER \$ <u>87.00</u> per limb (hanger)</p> <p>Cut and remove "Hanger" limbs 2" in diameter or LESS \$ <u>79.00</u> per limb (hanger)</p>
f	<p>Removal of City Trees from ROW and private property ("Leaners") PRICE IS INCLUSIVE OF EXCAVATING THE ROOT BALL AND PLACING IN THE ROW - As identified by the CITY, the CONTRACTOR shall cut trees emanating from the public ROW that have fallen and/or are leaning dangerously over private property and placing debris by the public ROW for haul-off. Unit pricing includes, but is not limited to, the cutting of the canopy and placing debris in ROW, excavation and extracting the stump and placing in the ROW, and backfilling/grading the stump hole with approved fill dirt material (fill dirt included). The debris and stump will be hauled to the TDSRS at the cubic yardage collection rates (stumps will be converted to cubic yardage per FEMA's conversion tables).</p>	<p>REIMBURSEMENT FOR LEANERS is limited to PLUS H cutting of the trees to ground level.</p> <p>← NO FEMA REIMBURSEMENT</p> <p>Diameter of Tree at 2' from base: Less than 24" inches \$ <u>192.00</u> per tree</p> <p>Diameter of Tree at 2' from base: 25" - 36" inches \$ <u>292.00</u> per tree</p> <p>Diameter of Tree at 2' from base: 37" - 48" inches \$ <u>425.00</u> per tree</p> <p>Diameter of Tree at 2' from base: 49" - 72" inches \$ <u>545.00</u> per tree</p> <p>Diameter of Tree at 2' from base: Greater than 72 inches \$ <u>695.00</u> per tree</p>

4	ADDITIONAL SERVICES	UNIT COSTS
g	<p>Removal of City Trees from ROW and private property ("Leaners") PRICE IS INCLUSIVE OF FLUSH CUTTING THE TREE TRUNK AND GRINDING THE STUMP - As identified by the CITY, the CONTRACTOR shall cut trees emanating from the public ROW that have fallen and/or are leaning dangerously over private property and placing debris by the public ROW for haul-off. Unit pricing includes, but is not limited to, the cutting of the canopy and placing debris in ROW, flush cutting the tree trunk, grinding the stump 8" below natural grade, placing grinded stump material by the ROW and backfilling/grading the stump hole with approved fill dirt material (fill dirt included). The debris and stump material will be hauled to the TDSRS at the cubic yardage collection rates.</p>	<p>Grinding is not eligible for EEMH Reimbursement</p>
	Diameter of Tree at 2' from base: Less than 24" inches	\$ <u>217.00</u> per tree
	Diameter of Tree at 2' from base: 25" - 36" inches	\$ <u>317.00</u> per tree
	Diameter of Tree at 2' from base: 37" - 48" inches	\$ <u>450.00</u> per tree
	Diameter of Tree at 2' from base: 49" - 72" inches	\$ <u>570.00</u> per tree
	Diameter of Tree at 2' from base: Greater than 72 inches	\$ <u>720.00</u> per tree
h	<p>Hazardous Stumps - As identified by the CITY, the CONTRACTOR shall remove (excavate and extract) any stumps that were not classified as being part of a tree that was removed under the "4f" pricing structure and haul to the TDSRS for processing. This unit price shall include extraction, hauling to TDSRS, and fill dirt material to be applied back to the stump hole, in addition to grading services to return the sites to natural grade.</p>	
	Diameter of Stump at 1' from base: 25" - 36" inches	\$ <u>365.00</u> per stump
	Diameter of Tree at 1' from base: 37" - 48" inches	\$ <u>465.00</u> per stump
	Diameter of Tree at 1' from base: 49" - 72" inches	\$ <u>750.00</u> per stump
	Diameter of Tree at 1' from base: Greater than 72 inches	\$ <u>890.00</u> per stump
i	<p>Stump Grinding - As identified by the CITY, the CONTRACTOR shall grind any stumps that were not classified as being part of a tree that was removed under the "4f" pricing structure and haul grinded debris to the TDSRS for processing. This unit price shall include grinding to a depth of 8" below natural grade, hauling grinded debris to TDSRS, and fill dirt material to be applied back to the stump hole, in addition to grading services to return the sites to natural grade. (Grinding shall be an alternative deemed by the CITY in efforts to not disrupt underground utilities.)</p>	
	Diameter of Stump at 1' from base: 25" - 36" inches	\$ <u>295.00</u> per stump
	Diameter of Tree at 1' from base: 37" - 48" inches	\$ <u>385.00</u> per stump
	Diameter of Tree at 1' from base: 49" - 72" inches	\$ <u>585.00</u> per stump
	Diameter of Tree at 1' from base: Greater than 72 inches	\$ <u>685.00</u> per stump

4	ADDITIONAL SERVICES	UNIT COSTS
j	Fill Dirt - As directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, vehicles and holes created by recovery operations and other areas that pose an imminent and significant threat to public health and safety.	\$ <u>22.00</u> per cubic yard
k	Lime rock - As directed by the CITY, the CONTRACTOR shall place lime rock in areas requiring access for recovery operations and other areas that pose an imminent and significant threat to public health and safety.	\$ <u>38.00</u> per cubic yard
l	Sod - As directed by the CITY, the CONTRACTOR shall place sod in areas requiring restoration from recovery operations and other areas that pose an imminent and significant threat to public health and safety.	\$ <u>4.00</u> per square foot
m	Asphalt - As directed by the CITY, the CONTRACTOR shall place asphalt in areas requiring restoration from recovery operations and other areas that pose an imminent and significant threat to public health and safety.	\$ <u>68.00</u> per cubic yard
n	Sand Screening - The CONTRACTOR shall screen all sand to remove eligible debris deposited on private and public property as identified by the CITY 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 as identified by the CITY. Eligible debris collected from the sand shall be collected, hauled and processed at the TDSRS.	\$ <u>12.85</u> per cubic yard
o	White Goods - 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.	\$ <u>85.00</u> per cubic yard
p	Freon Recovery - The CONTRACTOR shall remove and recover Freon from any white goods, such as refrigerators, freezers and air conditioners at the TDSRS or final disposal site in accordance with all federal, state, and local rules, regulations, and laws.	\$ <u>95.00</u> per unit
q	Marine Debris Removal - The CONTRACTOR shall clear canals and waterways of marine debris as identified by the CITY. Debris will be removed from the waterway and place on the bank for the collection and transfer to the TDSRS or final disposal site in accordance with all federal, state, and local rules, regulations, and laws.	\$ <u>38.75</u> per cubic yard
r	Observation/Inspection Tower - The CONTRACTOR shall supply all materials and construct observation/inspection towers at a minimum of 12' in height at all TDSRS and potentially final disposal sites at the discretion of the CITY.	\$ <u>Incl.</u> per unit

City of Naples Disaster Recovery PRICE PROPOSAL FORM

PART B

For Emergency Debris Clearance for Right-Of-Way and Street Access and other duties as specified.

Equipment Rates

EQUIPMENT	Size/Type	Unit of Measure	Unit Price
<i>All unit pricing includes the cost of an associated operator, fuel, and maintenance.</i>			
1	Skid Steer Loader	Bobcat or equivalent	Hour \$ 70.00
2	Skid Steer Loader with debris grapple	Bobcat or equivalent	Hour \$ 75.00
3	Skid Steer Loader with street sweeper	Bobcat or equivalent	Hour \$ 75.00
4	40-80 HP Tractor with box blade or rake		Hour \$ 60.00
5	Extendaboom forklift with debris grapple		Hour \$ 70.00
6	Backhoe with bucket and hoe	Cat 416 or equivalent	Hour \$ 95.00
7	Wheel Loaders	Cat 950 or equivalent	Hour \$ 190.00
8	Wheel Loaders	Cat 966 or equivalent	Hour \$ 210.00
9	Wheel Loaders	Cat 980 or equivalent	Hour \$ 245.00
10	Tracked Loader	Cat 955 or equivalent	Hour \$ 200.00
11	Trackhoe	John Deere 690 or equivalent	Hour \$ 180.00
12	Trackhoe with debris grapple	John Deere 690 or equivalent	Hour \$ 125.00
13	Trackhoe with bucket & thumb	John Deere 690 or equivalent	Hour \$ 150.00
14	Rubber tired trackhoe with debris grapple		Hour \$ 195.00
15	Rubber tired excavator with debris grapple		Hour \$ 215.00
16	Towed Loader with Tractor	Prentiss 210 or equivalent	Hour \$ 165.00
17	Self Loader Scraper	Cat 623 or equivalent	Hour \$ 235.00
18	Self Loader Knuckle boom Truck	20-40 CY Body	Hour \$ 175.00
19	Self Loader Knuckle boom Truck	41-60 CY Body	Hour \$ 215.00
20	Self Loader Knuckle boom Truck	61 CY Body and greater	Hour \$ 245.00
21	Dozer	Cat D4 or equivalent	Hour \$ 150.00
22	Dozer	Cat D5 or equivalent	Hour \$ 160.00
23	Dozer	Cat D6 or equivalent	Hour \$ 175.00
24	Dozer	Cat D7 or equivalent	Hour \$ 240.00
25	Dozer	Cat D8 or equivalent	Hour \$ 260.00
26	Excavators	Cat 320 or equivalent	Hour \$ 170.00
27	Excavators	Cat 325 or equivalent	Hour \$ 185.00
28	Excavators	Cat 330 or equivalent	Hour \$ 210.00
29	Motor Grader	Cat 125 or equivalent	Hour \$ 270.00
30	Crane	30 ton	Hour \$ 185.00
31	Crane	50 ton	Hour \$ 202.00
32	Crane	100 ton	Hour \$ 280.00
33	Bucket Truck	Up to 50' reach	Hour \$ 195.00
34	Bucket Truck	50' to 75' reach	Hour \$ 235.00
35	Debris Chipper/Mulcher with 2 man crew	Handfed with 8" throat	Hour \$ 350.00

	EQUIPMENT	Size/Type	Unit of Measure	Unit Price
36	Debris Chipper/Mulcher with 2 man crew	Handfed with 12" throat	Hour	\$ 475.00
37	Tub Grinder	300-400 HP	Hour	\$ 650.00
38	Diamond Z Tub Grinder	800-1000 HP	Hour	\$ 780.00
39	Portable Light Unit/Generator		Hour	\$ 30.00
40	Single Axle Dump Truck	5-12 CY	Hour	\$ 75.00
41	Tandem Dump Truck	16-20 CY	Hour	\$ 95.00
42	Trailer Dump Truck	24-40 CY	Hour	\$ 100.00
43	Trailer Dump Truck	41-60 CY	Hour	\$ 1200.00
44	Trailer Dump Truck	61-80 CY	Hour	\$ 175.00
45	Walking Floor Trailer w/Tractor	100 CY	Hour	\$ 215.00
46	Power Screen		Hour	\$ 220.00
47	Stacking Conveyor		Hour	\$ 295.00
48	Water Truck	2000 gallon	Hour	\$ 110.00
49	Stump Grinder	Vermeer 252 or equivalent	Hour	\$ 160.00
50	Equipment Transport (low boy) with Tractor	50 ton	Hour	\$ 90.00
51	Tow Truck	with mounted winch	Hour	\$ 150.00
52	Vacuum Truck	Jet Vac	Hour	\$ 212.00
53	Air Curtain Pit Bumer		Hour	\$ 290.00
54	Air Curtain Refractory Incinerator		Hour	\$ 325.00
55	Log Skidder	John Deere 648E or equivalent	Hour	\$ 170.00
56	Soil Compactor 81 HP+		Hour	\$ 150.00
57	Pickup Truck	1/2 Ton	Hour	\$ 40.00
58	Pickup Truck	3/4 Ton	Hour	\$ 65.00
59	Pickup Truck	1 Ton	Hour	\$ 75.00
60	Box Truck	3/4 Ton	Hour	\$ 75.00
61	Utility Van	3/4 Ton	Hour	\$ 65.00
62	Passenger Van	9-12 Passenger	Hour	\$ 75.00
63	Passenger Car	Full Size	Hour	\$ 45.00
64	Passenger SUV	1/2 Ton	Hour	\$ 60.00
65	Passenger SUV	3/4 Ton	Hour	\$ 75.00
66	Shallow Draft Landing Craft w/Crane	50'-60' with crew of 2	Hour	\$ 350.00
67	Fast Barge with Winch	30'-40' with crew of 2	Hour	\$ 160.00
68	Utility Boat with Motor	12' - 17' with crew of 1	Hour	\$ 100.00
69	Off-Road Dump Trucks	5-12 CY	Hour	\$ 80.00
70	Portable Generator	5000 - 7,500 KW	Hour	\$ 68.00
71	Portable Generator	7,501 - 10,000 KW	Hour	\$ 95.00
72	Portable Generator	10,001 - 15,000 KW	Hour	\$ 175.00
73	Portable Generator	15,001 - 25,000 KW	Hour	\$ 195.00
74	Portable Generator	25,001 - 50,000 KW	Hour	\$ 395.00
75	Portable Generator	50,001 - 75,000 KW	Hour	\$ 595.00

Labor and Material Rates

	Personnel	Size/Type	Unit of Measure	Unit Price
1	Operations Manager	Individual	Hour	\$ 75.00
2	Superintendent with truck, phone, & radio	Individual	Hour	\$ 65.00
3	Supervisor with truck, phone, & radio	Individual	Hour	\$ 65.00
4	Safety or QC Manager with truck, phone, & radio	Individual	Hour	\$ 65.00
5	Climber with truck and gear	Individual	Hour	\$ 190.00
6	Saw hand with Chainsaw	Individual	Hour	\$ 45.00
7	Laborer with tools	Individual	Hour	\$ 39.00
8	Traffic Control personnel (flagman)	Individual	Hour	\$ 34.00
9	Tank Diver w/gear	Individual	Hour	\$ 150.00
10	Hardhat Diver w/Gear	Individual	Hour	\$ 300.00

LIQUATED DAMAGES

Provisions for liquated damages, which the Contractor shall pay the Owner the sum of **Five Thousand Dollars and No/100(\$5,000.00) per day.**

A PERFORMANCE BOND AND PAYMENT BOND

A performance bond and a payment bond in an amount of **\$1,000,000** shall be provided to the City of Naples upon notification to proceed.

CONTRACTOR:

DRC Emergency Services, LLC

An Alabama Limited Liability Company

By: _____

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"